NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, JUNE 15, 2006, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

FILED FOR RECORD
2006 JUN -9 PM 1:58
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

1 Public Comment.

2 Consider and take action on approval of

- A Accept for recording all payroll changes,
- B Payroll,
- C Budget amendments,
- D Accounts payable,
- E Accept for recording various Commissioners' Court documents including but not limited to the following: Auditor's reports; Treasurer's monthly report; Certificate of Liability Insurance for Bullfinch Custodial Service, Inc., Texas VINE First Amended Annual Maintenance GRANT CONTRACT Fiscal Year 2006, Texas Assoc. of Counties Judicial Education Record for Judge Fowler,
- F Applications for use of Upshur County roads and rights-of-way, and
- G Accept for recording any and all Bonds, Oaths, Deputations and Certificates

3. Consider bids on property foreclosed for delinquent taxes and take action

4 Discuss and take action to approve and accept for recording Interlocal Agreement between Upshur County and Incorporated Cities and Independent School Districts in the County

5 Discuss and take action to approve and accept for recording a Mutual Aid Agreement for any and all disasters in Upshur County between the County and incorporated Cities and Volunteer Fire Departments in the County

6 Discuss and take action to approve request from Southern Bowties of East Texas to use Courthouse lawn, Courthouse restrooms and electricity on September 9, 2006 from 9 a m - 7 p m for the 3rd Annual Toys for Tots benefit

7. Discuss and take action to approve the request of Sharon Water Supply Corp to authorize the Commissioners Court of Upshur County to submit an application to the Office of Rural Community Affairs for funding through the Community Development Block Grant (CDBG) on behalf of Sharon Water Supply Corp. and authorizing the County Judge to act as the authorized representative for Upshur County in all matters pertaining to the application.

8 Discuss and take action to approve expenditure from JP Technology Fund for hearing impaired phone for JP #1

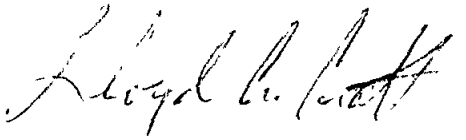
9 Discuss and take action to approve expenditure from JP Technology Fund of $800 for JP #1 Clerks' education expenses.

10. Hear from Randall Hodges regarding sign for Porter Bldg Discuss and take necessary action regarding signs for Porter Bldg

COPY

11 Discuss and take action to remodel space occupied by Adult Community Supervision in Justice Center for use by District Clerk

12. Adjourn



Lloyd Crabtree,
Upshur County Commissioner Pct 3

UPSHUR COUNTY COMMISSIONERS COURT

June 15, 2006

COMMISSIONER'S COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. A COURT HEARD PUBLIC COMMENT FROM ALLEN WEATHERFORD ON ORE CITY BRANCH LIBRARY

2 A. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING ALL PAYROLLS CHANGES. MOTION CARRIED. COPY OF PAYROLL ATTACHED

B MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE PAYROLL AS PRESENTED BY COUNTY TREASURER. MOTION CARRIED. COPY OF PAYROLL ATTACHED

C. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY AUDITOR MOTION CARRIED COPY OF AMENDMENTS ATTACHED

D. MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON TO APPROVE ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TRESURER MOTION CARRIED

E MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ACCEPT FOR RECORDING THE VARIOUS COMMISSIONERS COURT DOCUMENTS:
FINANCIAL STATEMENTS FOR THE MONTH ENDED MAY 31, 2006.
TREASURERS'S MONTHLY REPORT.
CERTIFICATE OF LIABILITY INSURANCE SUBMITTED BY BULFINCH CUSTODIAL SERVICE INC ,
TEXAS VINE FIRST AMENDED ANNUAL MAINTENANCE GRANT CONTRACT FISCAL YEAR 2006
TEXAS ASSOCIATION OF COUNTIES JUDICIAL EDUCATION RECORD FOR DEAN FOWLER

MOTION CARRIED. COPY OF DOCUMENTS ATTACHED.

F MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE THE FOLLOWING APPICATIONS FOR USE OF COUNTY ROADS AND RIGHT-OF-WAY

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PIONEER TRUCKING COMPANY, TO HAUL ON ASPEN ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER TO HAUL ON GARDENIA AND JASMINE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BRADLEY CONTRACTORS TO HAUL ON GERANIUM ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY NORTHEAST TEXAS LAND AND TIMBER TO HAUL ON NEWT ROAD .

SPECIAL ROAD USE AGREEMENT SUBMITTED BY MIKE RICE LOGGING TO HAUL ON BUIE (WAXWING) ROAD

PERMIT APPLICATION SUBMITTED BY PERRY COWAN TO PLACE CULVERT WITHIN RIGHT-OF-WAY OF HOLLY ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES DEAN TO PLACE A CULVERT WITHIN RIGHT-OF -WAY OF APRICOT ROAD

PERMIT APPLICATION SUBMITTED BY DEAN HAWS TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF ARROWWOOD.

PERMIT APPLICATION SUBMITTED BY EDDIE WILLIAMSON TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF ALMOND ROAD

PERMIT APPLICATION SUBMITTED BY RUSSELL HARRIS TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF WHITE OAK & N POINT PLEASANT ROAD.

PERMIT APPLICATION SUBMITTED BY TXOK TEXAS ENERGY RESOURCES L.P. TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF SILKTREE ROAD

PERMIT APPLICATION SUBMITTED BY TXOK TEXAS ENGERY RESOURCES L.P. TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF PIGEON ROAD

PERMIT APPLICATION SUBMITTED BY TEXAS WATER SYSTEMS, INC TO PLACE A CULVERT WITHIN RIGHT-OF-WAY OF ARROWWOOD ROAD.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND

BONNIE BYRD TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS THEREFROM FOR THE PURPOSE OF DISPOSING OF CERTAIN DIRT, SILT OR OTHER BY PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND DANETTE POTTER TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS THEREFROM FOR THE PURPOSE OF DISPOSING OF CERTAIN DIRT, SILT OR OTHER BY PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND MRS OLIVE TO ENTER PROPERY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS THEREFROM FOR THE PURPOSE OF DISPOSING OF CERTAIN DIRT, SILT OR OTHER BY PRODUCYS OF RIGHT-OF-WAY DREDGING

NOTICE OF PROPOSED INSTALLATION SUBMITTED BY DIANA SPEICAL UTILITY DISTRICT TO PLACE WATER LINE WITHIN RIGHT-OF-WAY- OF OWL ROAD

G. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDINGTHE FOLLOWING

CERTIFICATES OF COMPLETION BY THE ATTORNEY GENERAL FOR ROBIN ROSENBERG.

ACCEPT FOR RECORDING CERTIFICATES OF COMPLETION THE ATTORNEY GENERAL FOR MIKE SMITH.

ACCEPT FOR RECORDING TEXAS A&M UNIVERSITY OFFICE OF CONTINUING EDUCATION FOR MYRA HARRIS

3 MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT BID FOR PROPERTY STRUCK OFF TAXES. AMOUNT OF BID $300 00 FOR 1.2 ACRES IN THE MINGS ADDITION BLOCKS 4 PARTS OF LOTS 5 & 6. MOTION CARRIED.

MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ACCEPT BID FOR PROPERTY STRUCK OFF TAXES AMOUNT OF BID $3,700.00 FOR 9 ACRES KNOWN AS 12 ACRES MORE OR LESS IN THE S W BEASLEY SURVEY ABSTRACT 63, ASPEN RD AND 1002 NEAR BIG SANDY MOTION CARRIED.

4.MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE AND ACCEPT FOR RECORDING INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY AND BIG SANDY, UNION HILL AND NEW DIANA SCHOOL DISTRICTS MOTION CARRIED COPY OF INTERLOCAL AGREEMENT ATTACHED.

5.MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE A MUTUAL AID AGREEMENT FOR ANY AND ALL DISATERS IN UPSHUR COUNTY BETWEEN THE CONUTY, INCORPRATED CITIES AND VOLUNTEER FIRE DEPARTMENTS IN THE COUNTY MOTION CARRIED. COPY OF MUTUAL AID AGREEMENT ATTACHED

6 MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO APPROVE AND ACCEPT THE REQUEST FROM SOUTHERN BOWTIES OF EAST TEXAS TO USE COURTHOUSE RESTROOMS, ELECTRICITY AND WATER ON SEPT 9, 2006 FROM 9AM- 7PM FOR THE 3RD ANNUAL TOYS FOR TOTS BENEFIT MOTION CARRIED

7. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPROVE REQUEST FOR SHARON WATER SUPLLY TO BE NEXT IN LINE FOR GRANT MOTION CARRIED

8. MOTION BY LLYOD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE EXPENDITURE FROM JP TECHNOLOGY FUND FOR HEARING IMPAIRED PHONE FOR JP#1. MOTION CARRIED.

9. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE EXPENDITURE FROM JP TECHOLOGY FUND FOR $800.00 FOR JP#1 CLERKS EDUCATON EXPENSES. MOTION CARRIED

10 HEARD COURT FROM RANDALL HODGES REGARDING SIGN FOR PORTER BLDG MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE FOR SIGN TO BE PLACED ON THE PORTER BUILDING. MOTION CARRIED.

11. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE TO REMODEL SPACE OCCUPIED BY ADULT COMMUNITY SUPERVISION IN JUSTICE CENTER FOR USE BY DISTRICT CLERK. MOTION CARRIED.

12. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO AJOURN MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO THE MINUTES FOR RECORDING PURPOSE ONLY

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY

ATTESTED BY COUNTY CLERK

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 06/19/06 Dept 565/County Jail

Employee Jacqueline Garavito

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	$11.74/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

X	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

RECEIVED BY COUNTY CLERK 06 JUN 15 AM 10:06

Comments Part-time Jailer

Cody Fuel position

Authorized by _____

Approved by Jill McCarty Date 6-13-06

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 06-05-06 Dept Co. Clerk

Employee [redacted] Lauren Winchester

Social Security No _____ Emp ID# 1422

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	$8.10 an hr.	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

✓	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other
	[redacted]		

9 JUN 6 AM 10:06 DEPUTY

Comments Seasonal, part-time pd. from 20-402-1200

Authorized by [redacted] 6-8-06

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-7-06 Dept Co. Clerk

Employee Erika Sanders

Social Security No _____ Emp ID# 1497

X	CHANGES(S)	FROM	TO
	Grade Step		
✓	Rate	8.10 an hr	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

RECEIVED
2006 JUN 15 AM 10:06
UPSHUR COUNTY
TREASURER

Comments part-time, seasonal

pay from acct. #20-403-300

Authorized by _____

Approved by _____ Date 6-8-06

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-5-06 Dept Co Clerk

Employee Justin Frost

Social Security No _____ Emp ID# 1496

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	8.10 an hour	
	Department		
	Position		

✓	REASON(S) FOR THE CHANGE(S)		
✓	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

06 MAY 15 AM 10:05

Comments Part-time, seasonal to be paid from acct # 20-403-1300

Authorized by Rolen Rodenberg 6-8-06

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 06/06/06 Dept 560/Co. Sheriff

Employee Steven Hubbard

Social Security No _____ Emp ID# 1342

X	CHANGES(S)	FROM	TO
	Grade Step	13, 6	16, 6
	Rate	#1060.90 s/m	#1180.26 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion	X	Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

2006 JUN 15 AM 10:05

Comments Deputy I position

Ronnie Elliott position

Authorized by Gary Roberts 6-2-06

Approved by Date

BP G150²

DEP	Check Date	Check Number	GROSS PAY	Issued to. .....
401	06/15/06	21576-PCA	1,645.43	BRENNAN, GARY L
401	06/15/06	21577-PCA	1,645.43	FERGUSON, JOE E
401	06/15/06	140441002-PC A	5,924.83	FOWLER, JERALD DEAN
401	06/15/06	140441000-PC A	1,645.43	CRABTREE, LLOYD A
401	06/15/06	140441001-PC A	1,645.43	CRITTENDEN, JAMES L
401	06/15/06	21578-PCA	947.55	WHITESIDE, RUTH TYSON
***			13,454.10	
403	06/15/06	140441004-PC A	1,077.64	CAIN, DERONDA KAYE
403	06/15/06	140441005-PC A	841.46	COX, GLENDA M
403	06/15/06	140441008-PC A	932.29	SEAHORN, LORY D
403	06/15/06	140441006-PC A	688.50	FOWLER, JERALD DEAN III
403	06/15/06	21580-PCA	782.42	GIPSON, SANDEE TERESA
403	06/15/06	21581-PCA	842.62	HARRIS, JERRY LYNN
403	06/15/06	140441003-PC A	742.63	BRADLEY, KEISHA N
403	06/15/06	21579-PCA	218.70	BROWN, HOLLY KAMILLE
403	06/15/06	140441009-PC A	750.29	WINCHESTER, BARBARA L.
403	06/15/06	140441007-PC A	1,543.52	RODENBERG, ROBIN D
***			8,630.07	
405	06/15/06	21582-PCA	1,247.72	LOYD, DANNY MICHAEL
***			1,247.72	
411	06/15/06	140441010-PC A	1,155.21	KELLEY, KARMEN CITA
***			1,155.21	
426	06/15/06	140441011-PC A	1,324.40	CULBERSON, KRISTIN E
***			1,324.40	
435	06/15/06	21583-PCA	203.94	BLASINGAME, ALICE P
435	06/15/06	140441012-PC A	1,378.63	HENRY, KRISTI L
435	06/15/06	21584-PCA	1,994.40	BRENNAN, DEANNA R
435	06/15/06	21585-PCA	1,159.97	TEFFTELLER, ALLEN K
***			4,736.94	

DEP.	Check Date	Check Number	GROSS PAY.	Issued to.
450	06/15/06	140441016-PCA	900.51	MARSHALL,LORING F
450	06/15/06	140441017-PCA	885 24	SMITH,SUSAN K
450	06/15/06	140441014-PCA	649.81	BUNN,KAREN R
450	06/15/06	140441013-PCA	1,545 52	BULLOCK,CAROLYN SUE
450	06/15/06	21587-PCA	862 72	RICHARDSON,MARGARET A
450	06/15/06	140441015-PCA	988.08	CHEVALIER,MELISSA K.
450	06/15/06	21586-PCA	1,041.12	HENSON,TEENA
***			6 873 00	
451	06/15/06	140441020-PCA	837.46	NORRED,LAURA L
451	06/15/06	140441019-PCA	980.08	MANES,AMNA WYONE
451	06/15/06	140441018-PCA	1,133 00	GRIMES,ARNOLD
***			2,950.54	
452	06/15/06	140441021-PCA	881 24	GRIFFITH,MICHELE D
452	06/15/06	140441022-PCA	828 20	PEEL,KIMBERLY A
452	06/15/06	140441023-PCA	1,133.00	POTTER,LYLE M JR.
***			2,842 44	
453	06/15/06	140441025-PCA	1,133.00	PERRY,CAROLYN JO
453	06/15/06	140441024-PCA	877.24	LEE,BRANDY L
***			2,010 24	
454	06/15/06	21588-PCA	953 44	JEWKES,SHERYL L
454	06/15/06	21589-PCA	1,133 00	RAY,WILLIAM VALTON
454	06/15/06	140441026-PCA	117 25	MOORE,JERRY A
***			2,203.69	
476	06/15/06	140441030-PCA	1,421 65	MCCRAVEN,TRACI LYN
476	06/15/06	140441027-PCA	2,213 53	CAPIKER,TIMOTHY J
476	06/15/06	140441028-PCA	1,032.37	HARRIS,NANCY J
476	06/15/06	21591-PCA	770.03	JONES,STEPHANIE
476	06/15/06	140441032-PCA	1,666 67	WOOD,ROBYN K
476	06/15/06	21590-PCA	623 59	FROST,CYNTHIA JAN

DEP.	Check Date	Check Number	GROSS PAY.	Issued to.
476	06/15/06	140441031-PCA	1,586.28	WARREN, JONATHAN DAVID
476	06/15/06	140441029-PCA	1,282 82	JONES, EVELYN D
***			10,596.94	
495	06/15/06	140441033-PCA	1,131 56	HUTCHINS, WANDA L
495	06/15/06	140441034-PCA	1,714 31	LANGE, PAMELA GAY
***			2,845.87	
497	06/15/06	140441037-PCA	824 20	VICK, BRANDY R
497	06/15/06	21592-PCA	808.94	BROWN, NATALIE G
497	06/15/06	140441035-PCA	1,545.52	HARRIS, MYRA N
497	06/15/06	140441036-PCA	1,077 64	TUEL, LINDA LOUISE
497	06/15/06	21593-PCA	245 20	EVANS, MINA LEE
***			4,501 50	
499	06/15/06	21597-PCA	940 29	LEONARD, FONDA K
499	06/15/06	140441040-PCA	877 77	GIBSON, CARLA R
499	06/15/06	21599-PCA	896.51	NEELEY, LISA D
499	06/15/06	140441038-PCA	804.46	DAVIS, BRANDY H
499	06/15/06	140441042-PCA	904 51	JENKINS, LATICIA ANN
499	06/15/06	140441043-PCA	1,545 52	SMITH, MICHEAL LOYD
499	06/15/06	140441044-PCA	905 01	WHITAKER, LADONNA LEE
499	06/15/06	140441039-PCA	1,016 60	GENTRY, PAULA A
499	06/15/06	21595-PCA	1,010 60	HOWELL, LUANA GAIL
499	06/15/06	140441041-PCA	942.29	HILL, BARBARA A
499	06/15/06	21598-PCA	902 51	MCKINLEY, CHARLOTTE ELAINE
499	06/15/06	21594-PCA	900 51	HARRIS, JOANNA S
499	06/15/06	21596-PCA	1,109 64	LAMINACK, SHERRON H
***			12,756.22	
509	06/15/06	140441045-PCA	757 54	STILL, DORIS E
509	06/15/06	21600-PCA	1,048 38	RHODEN, STELLA GINA
***			1,805 92	
510	06/15/06	21603-PCA	939 46	HUDGINS, ROYCE L
510	06/15/06	21601-PCA	1,151 12	COOK, JOHN RUBIN

DEP.	Check Date	Check Number	GROSS PAY.	Issued to...
510	06/15/06	21602-PCA	1,323.60	DANIELS, CHARLES D
***			3,414 18	
551	06/15/06	140441046-PCA	885.07	HARRIS, RUSSELL T
***			885 07	
552	06/15/06	140441047-PCA	885 07	ROGERS, WILLIAM A
***			885.07	
553	06/15/06	140441048-PCA	885 07	KUHN, JERRY LYNN
***			885 07	
554	06/15/06	21604-PCA	885 07	KUZA, HENRY MICHAEL II
***			885 07	
560	06/15/06	140441061-PCA	1,451.23	STANLEY, TIMOTHY S
560	06/15/06	21605-PCA	1,645 43	BETTERTON, ANTHONY S
560	06/15/06	140441057-PCA	1,201.51	GROSS, DON LARRY
560	06/15/06	21614-PCA	1,201 51	TAYLOR, ANTHONY M
560	06/15/06	21613-PCA	1,184 26	STRACENER, CALEB L
560	06/15/06	140441054-PCA	1,422 96	DICKERSON, DAVID LEE
560	06/15/06	140441064-PCA	1,182.26	WADE, CHAD D
560	06/15/06	140441059-PCA	1,367.91	MULLINS, ANDREW CHASE
560	06/15/06	21609-PCA	1,195 51	MCCAULEY, CHRISTOPHER H
560	06/15/06	140441051-PCA	1,195.51	CARTER, TERRY G
560	06/15/06	140441062-PCA	1,182.26	THOMPSON, DAVID S
560	06/15/06	140441055-PCA	1,365 91	FITZGERALD, FREDDIE R
560	06/15/06	140441050-PCA	1,193.51	BRUHN, JEFFERY SCOTT
560	06/15/06	140441060-PCA	1,180 26	NORRED, RANDALL J
560	06/15/06	21607-PCA	1,159 97	JENKINS, STANLEY E
560	06/15/06	140441056-PCA	1,303 08	FORTSON, LARRY WAYNE
560	06/15/06	21610-PCA	1,250.04	MURPHY, NADRA H
560	06/15/06	140441049-PCA	1,373.91	ALFORD, JOHN MATTHEW
560	06/15/06	21606-PCA	1,299 08	DECUIR, JAMES A
560	06/15/06	21615-PCA	954 29	THOMPSON, NANCY K

DEP.	Check Date	Check Number	GROSS PAY.	Issued to
560	06/15/06	21608-PCA	1,173 73	MATTHEWS, GENEVA NELL
560	06/15/06	21611-PCA	1,438 96	ROBERTS, GARY DALE
560	06/15/06	140441052-PC A	1,213 51	DANIELS, JOE NATHAN
560	06/15/06	140441063-PC A	1,316 87	TILLERY, HIRAM D.
560	06/15/06	140441058-PC A	1,328 87	MASSOLETTI, MARTY
560	06/15/06	21612-PCA	1,328 87	STEELMAN, PAUL A
560	06/15/06	140441053-PC A	1,328 87	DAVIS, SCOTT WAYDE II
560	06/15/06	140441065-PC A	1,379 91	WARREN, ROXANNE,
***			35,819 99	
565	06/15/06	140441082-PC A	1,322 87	MCCAULEY, JILL A.
565	06/15/06	21631-PCA	1,068 90	YOUNGBLOOD, JOHN MICHAEL
565	06/15/06	140441084-PC A	1,068 90	MONTS, DEBRA J
565	06/15/06	21618-PCA	1,068 90	CHOYCE, LAWANA J
565	06/15/06	140441071-PC A	1,062 90	BRASHER, WILLIAM A
565	06/15/06	140441070-PC A	1,117 95	BASKERVILLE, MELANIE
565	06/15/06	140441061-PC A	1,150 39	HUDSPETH, RONALD T
565	06/15/06	140441087-PC A	1,062 90	PAGE, JAMES E
565	06/15/06	21622-PCA	2,425 53	GRISWOLD, JAMES B
565	06/15/06	140441067-PC A	1,237 30	ANDREWS, TERESA L
565	06/15/06	140441092-PC A	1,117 95	WOLOSZYN, RICHARD JOHN
565	06/15/06	140441076-PC A	1,062 90	GAGE, GARY DON
565	06/15/06	140441066-PC A	1,062 90	ALLEN, STELLA M
565	06/15/06	140441090-PC A	1,062 90	SMITH, VIVIAN M
565	06/15/06	21619-PCA	880 50	DAVIS, JAMES RODNEY
565	06/15/06	140441083-PC A	1,062 90	MCHENRY, ANNITA
565	06/15/06	140441080-PC A	1,115 95	HUBBARD, STEVEN A
565	06/15/06	140441085-PC A	1,049 64	MORRIS, REBEKAH A
565	06/15/06	140441086-PC A	1,062 90	NICHOLS, MARCUS ALLEN
565	06/15/06	140441075-PC A	1,060 90	CLARK, CHRISTOPHER J
565	06/15/06	140441089-PC A	1,233 30	SEWARD, JENNIFER DAWN
565	06/15/06	21626-PCA	1,060 90	TOWNSEND, DAVID L JR

DEP	Check Date	Check Number	GROSS PAY	Issued to
565	06/15/06	140441068-PC A	1,060.90	AULD, H B
565	06/15/06	21625-PCA	1,159 97	MORRIS, TIMOTHY P
565	06/15/06	140441091-PC A	1,113 95	WILSON, JARROD
565	06/15/06	140441078-PC A	1,047 64	HIGGINBOTHAM, JEREMY COLE
565	06/15/06	140441074-PC A	1,047 64	COOK, LAURIE A
565	06/15/06	140441072-PC A	1,047 64	CARRINGTON, STUART LEE
565	06/15/06	21620-PCA	1,047 64	DOYLE, JAMES PATRICK
565	06/15/06	21617-PCA	1,047 64	BRUNNER, JOSHUA R
565	06/15/06	21624-PCA	1,047 64	MILES, T J JR
565	06/15/06	140441079-PC A	1,047 64	HOLEMAN, DOROTHY ELAINE
565	06/15/06	140441075-PC A	848 72	DUFFEY, JO ANN
565	06/15/06	21621-PCA	290 16	GRIFFIN, LENON RAY JR
565	06/15/06	21627-PCA	1,512 51	SANDERS, BOBBY NEAL
565	06/15/06	140441077-PC A	1,271 93	GRISWOLD, JAMES E
565	06/15/06	140441069-PC A	1,070 90	BARBER, BILLIE DARLENE
565	06/15/06	21616-PCA	1,090 90	BEAN, ELIZABETH M
565	06/15/06	21630-PCA	878 72	WALKER, DIANE
565	06/15/06	21623-PCA	1,080 90	HELPENSTILL, RAY B
565	06/15/06	21626-PCA	1,141 95	NIELL, SHERRY L
565	06/15/06	140441088-PC A	937.03	PATE, CASEY N
565	06/15/06	21629-PCA	1,162 39	WADE, ALAN M
***			47,386.59	
570	06/15/06	140441103-PC A	1,559.00	MCJIMSEY, BRUCE F
570	06/15/06	140441059-PC A	1,659 00	HODGES, RANDAL R
570	06/15/06	140441102-PC A	1,583.00	LOFTICE, MIKKI MICHELLE
570	06/15/06	140441095-PC A	800 00	DURRUM, JAMES
570	06/15/06	140441100-PC A	546 00	HORNBERGER, SANDRA K
570	06/15/06	140441101-PC A	2,190 69	HUDGINS, ROYCE L 3RD
570	06/15/06	140441093-PC A	1,055 00	BERRY, DEBORAH DENISE
570	06/15/06	21632-PCA	2,567 50	RAY, JIMMY DARRELL
570	06/15/06	140441097-PC A	552 00	GRANT, GLENDA ANN
570	06/15/06	140441098-PC A	1,345 00	HANCOCK, KATHRYN B
570	06/15/06	140441094-PC A	2,070 00	BROWN, CHRISTOPHER E
570	06/15/06	140441105-PC	2,115 00	SPIVEY, JOHN K

DEP	Check Date	Check Number	GROSS PAY	Issued to
570	06/15/06	140441106-PC A	980 00	WARREN, SHERRY L
570	06/15/06	140441096-PC A	1,559 00	GEE, LINDA H
570	06/15/06	140441104-PC A	1,345 00	SMITH, TRACY B
***			21,876 19	
575	06/15/06	140441108-PC A	1,334 41	HERNDON, LORIE A.
575	06/15/06	21634-PCA	1,094 88	HILL, JESSICA L
575	06/15/06	21633-PCA	800 00	AVEY, PONNIE L
575	06/15/06	140441110-PC A	2,121 00	WYLIE, MILTON J
575	06/15/06	140441107-PC A	1,421 00	EDWARDS, SANDRA D.
575	06/15/06	140441109-PC A	1,556 00	SMITH, MELINDA L.
***			8,327 29	
580	06/15/06	140441111-PC A	1,065 64	EDGE, PAMELA S
***			1,065 64	
611	06/15/06	21637-PCA	931 03	BECK, EARNEST EARL
611	06/15/06	21647-PCA	949 55	VALENTINE, MERLE WAYNE
611	06/15/06	21659-PCA	1,029 12	WRIGHT, JERRY D
611	06/15/06	140441114-PC A	894 51	HOYE, EARNEST T
611	06/15/06	21660-PCA	810 94	YINGLING, GARY D
611	06/15/06	21653-PCA	812 94	TACKETT, CLIFFORD A
611	06/15/06	21639-PCA	729 37	CAMPBELL, THOMAS M JR
611	06/15/06	21638-PCA	787 38	BROWN, MARCUS A
611	06/15/06	140441113-PC A	729 37	COUTON, JAMES G
611	06/15/06	21655-PCA	799 68	TENNISON, RICHARD EARL
611	06/15/06	21644-PCA	810 94	HOLEMAN, LUTHER LYNN
611	06/15/06	21651-PCA	787 38	STEGALL, TIMOTHY PHIL
611	06/15/06	21646-PCA	787 38	JONES, MITCHAEL S.
611	06/15/06	21654-PCA	941 55	TEFTELLER, LISA ANN
611	06/15/06	21650-PCA	1,130 69	SMITH, EDDIE J
611	06/15/06	21649-PCA	1,665 67	PENDARVIS, ABBOTT LYNN
611	06/15/06	21652-PCA	1,329 60	STOKER, JAMES LOUIS
611	06/15/06	21645-PCA	1,051 12	JEFFERY, DONALD RAY
611	06/15/06	21640-PCA	1,037 86	CROCKETT, HARRY JAMES
611	06/15/06	21642-PCA	951 55	GLENN, BILLY E
611	06/15/06	21643-PCA	729 37	EDWARDS, GENERAL LEE

DEP.	Check Date	Check Number	GROSS PAY	Issued to
611	06/15/06	21661-PCA	976 08	YOUNG,JOEY A
611	06/15/06	21658-PCA	964 81	WALTON,LLOYD H
611	06/15/06	21647-PCA	808 94	MCCAULEY, JAMES L
611	06/15/06	21640-PCA	1,031.86	NELSON,WILLIAM B
611	06/15/06	140441115-PC A	1,029.86	RITTER,DON L
611	06/15/06	140441112-PC A	1 122 69	BLACKSTONE,WILLY PAT
611	06/15/06	21641-PCA	1,120 69	DAVIS,GARY W
611	06/15/06	21656-PCA	1,065 64	THOMPSON,DANNY R
611	06/15/06	21626-PCA	980 08	BARNES,MICHAEL H.
611	06/15/06	21635-PCA	1,006 60	ALBRIGHT,GAYLE DAVID
***			29,805 25	
642	06/15/06	140441116-PC A	1,462.22	JOHNSON,GERALD DON
***			1,462 22	
650	06/15/06	21663-PCA	675.19	DAVIDSON,TINA J
650	06/15/06	140441118-PC A	1,381.83	SEMRAU,RUTH E
650	06/15/06	21652-PCA	187 98	BROWN,AUDREY RAYE
650	06/15/06	140441117-PC A	742 63	JOHNSON,KARLA MCDONALD
650	06/15/06	21665-PCA	950 29	SMITH,EMMA JEAN
650	06/15/06	21666-PCA	945 03	WILLIAMS,JANET C
650	06/15/06	21664-PCA	211.15	GLOSUP,DONA L.
***			5,102 10	
665	06/15/06	140441119-PC A	353.64	HILL,BRIAN K
665	06/15/06	21668-PCA	353 64	WIGGINS,PAMELA ROCHELLE
665	06/15/06	21667-PCA	1,077 64	CAMPBELL,MARY ROSE
***			1,784.92	
			239,519.45	

213 records selected 213 values listed

EMPLOYEE ID & NAME		PAY COMPONENTS TYPE	CURR	YTD	EMPLOYER - PAID CONTRIBUTIONS TYPE	TXBL AMOUNT		CURR	QTD	YTD
TOTALS - ALL DEPARTMENTS		411	0 00	0 00	FICA	14285 94	GROSS	259,517 45	1158411 14	2472926 18
		BAIL/H	0 00	0 00	MDCR	3341 13	125AH	82 23	411 15	904 53
Total # of Employees	213	BALIFF	513 04	4,617 36	RET	21249 70	125CC	208 00	1040 00	2288 00
Total # of Checks	93	CCP/OT	560 00	9,520 00			125GL	252 13	1260 65	2649 68
Total # of DD Stubs	120	CTFEES	3,871 06	5,207 12			125GO	5,279 35	27048 84	59114 07
Total # of Prenotes	2	DA/32	0 00	0 00			125FC	184 65	923 25	2031 15
		H	3,398 61	32,280 68			125NF	285 93	1429 65	3145 23
		J-1VE	2,552 74	27,826 14			125TL	147 67	738 35	1624 37
		J-PSO	2,996 75	32,964 25			125UN	1,755 35	8821 75	19340 85
		J-PSF	813 85	8,743 55			OSCD/BENEF	905 82	4529 10	10099 70
		J-SA	593 75	6,551 25			DEFCO	77 21	386 05	849 31
		J-SAID	1,371 00	15,081 00			INSPF	79 27	396 35	871 97
		JP JUV	187 45	1,944 70			RET	16,564 33	77852 03	171265 48
		JUV	200 00	2,200 00			VALIC	455 00	2275 00	5005 00
		JUV/SU	0 00	0 00			NET TXBL	213,321 78	1024695 32	2194609 61
		LAWLIB	66 64	730 04			FED W/H	17,955 84	84436 78	177610 18
		LONG	1,622 00	17,604 00			FICA TXBL	230,418 32	1107208 40	2371729 40
		PROB	16,912 50	186,494 26			FICA	14,285 94	68647 06	147047 55
		PROB/H	4,088 62	32,390 70			MEDICARE	3,341 13	16054 89	34390 73
		PROB/O	315 00	10,990 00			EIC	56 80	170 40	226 08
		SAL	197,258 82	051,845 99			1012	88 00	440 00	968 00
		SAL-H	401 45	5,295 95			1200	150 00	750 00	1650 00
		SAL-TF	249 72	4,994 44			1395	112 50	483 55	1153 70
		SAL/91	0 00	0 00			1395A	112 50	483 95	1158 95
		SIMI	62 50	687 50			1405	90 00	450 00	990 00
		STATE	1,201 44	12,532 56			1486	100 00	300 00	300 00
		SUPP	208 34	2,291 74			OSCD/LIFE	25 54	127 70	281 70
							INSGL	54 30	271 50	597 01
		COMP	0 00	0 00			INSCO	959 90	4377 14	10141 79
		HOLIDA	0 00	0 00			INSFC	48 12	240 60	521 92
		SICK	0 00	0 00			INSNF	63 13	313 65	694 43
		VAC	0 00	0 00			OTH	149 00	745 00	1639 00
							SUP10	0 00	0 00	0 00
							SUPP9	130 00	650 00	1430 00
							TRUSTEE	115 00	575 00	1265 00
							TRUSTEE/3	0 00	0 00	915 00
							TRUSTEE/5	324 00	1620 00	3564 00
							TXGSLC	208 50	1042 50	2293 50
							NET PAY	174,985 91	842457 65	1803270 28

Vendor Id	and Name	Acct. Number	Amount
CSCD/BENE	UPSHUR CO CSCD BENEFITS ACCOUNT	87-202-2833	905 82
CSCD/LIFE	UPSHUR CO CSCD BENEFITS ACCOUNT	87-202-2832	25 54
DEFER COM	NATIONWIDE RETIREMENT SOLUTIONS	87-202-2250	77 21
FNB	FIRST NATIONAL BANK GILMER	87-202-2600	35,254.14
FNB	FIRST NATIONAL BANK GILMER	87-202-2550	17,899.04
IRC/125	UPSHUR COUNTY IRC/125	87-202-2710	285.93
IRC/125	UPSHUR COUNTY IRC/125	87-202-2672	184 85
IRC/125	UPSHUR COUNTY IRC/125	87-202-2670	82 23
IRC/125	UPSHUR COUNTY IRC/125	87-202-2660	147 67
IRC/125	UPSHUR COUNTY IRC/125	87-202-2650	252.13
IRC/125	UPSHUR COUNTY IRC/125	87-202-2640	5,279.35
OTHER	ATTORNEY GENERAL OF TEXAS	87-202-2810	149.00
PREMIUMS	UPSHUR COUNTY INSURANCE ACCOUNT	87-202-2641	959 90
SUPPORT#1	TXCSDU	87-202-2818	88 00
SUPPORT#2	OFFICE OF THE ATTORNEY GENERAL	87-202-2803	112 50
SUPPORT#2	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	87-202-2804	150 00
SUPPORT#2	OFFICE OF THE ATTORNEY GENERAL	87-202-2805	112.50
SUPPORT#2	TCSDU	87-202-2827	90.00
SUPPORT#2	OFFICE OF THE ATTORNEY GENERAL	87-202-2815	100 00
SUPPORT#9	SHARON KEMP #0539655371	87-202-2812	130 00
TRUSTEE	STANDING CHAPTER THIRTEEN TRUSTEE	87-202-2829	115 00
TRUSTEE/5	STANDING CHAPTER 13 TRUSTEE	87-202-2801	324.00
TXGSLC	TG	87-202-2813	208 50
VALIC	VALIC	87-202-2251	455 00
VERITY 12	VERITY NATIONAL GROUP	87-202-2830	1,755 35
VERITY 12	VERITY NATIONAL GROUP	87-202-2820	208 00
			65,351.46

County Judge, Dean Fowler

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#1, James Crittenden

Commissioner Pct#4, Gary Drennan

Commissioner Pct#2, Joe E. Ferguson

FILED
ROBIN ROBERTSON
COUNTY CLERK
06 JUN 15 AM 10:03
UPSHUR COUNTY, TX.
BY
DEPUTY

June 15, 2006 **LINE ITEM TRANSFER BUDGET AMENDMENTS**

FY 2006	FROM			TO			
	Non-Departmental			**Non-Departmental**			
10-409-4955	Contingency	$	1,783 00	10-409-4175	Postmortem	$	890 00
				10-409-4200	Prop&Gen Liab Ins	$	893 00
	County Auditor			**County Auditor**			
10-495-4502	Education Exp	$	474 75	10-495-5200	Computer Equipment	$	474 75
	Constable Pct #3			**Constable Pct #3**			
10-553-4600	Dues	$	5 00	10-553-4470	Comm Maintenance	$	5 00
	Sheriff			**Sheriff**			
10-560-3220	Oil, grease	$	231 99	10-560-3010	Office Supplies	$	174 09
10-560-3380	Misc	$	503 00	10-560-3105	Investigative	$	4,018 59
10-560-4230	Bonds	$	150 00	10-560-3110	Uniforms	$	450 00
10-560-4490	Legal Ads	$	380 93	10-560-3200	Gasoline	$	5,291 42
10-560-4502	Education Exp	$	124 80	10-560-3420	Vehicle Repairs	$	1,271 98
10-560-4600	Dues	$	100 00	10-560-5900	Light bars, etc	$	774 24
10-560-5350	Comm Equipt	$	814 78				
10-560-5500	Vehicles	$	5,669 67				
10-565-3135	**Food**	$	4,005 15				
	County Jail			**County Jail**			
10-565-3115	Personal Items	$	548 76	10-565-3010	General Office	$	367 01
10-565-3120	Linens/bedding	$	1,928 37	10-565-3125	Prescriptions	$	8,927 95
10-565-3130	Jail Clothing	$	615 98	10-565-3480	Janitorial	$	2,107 45
10-565-4460	Radio/teletype maint	$	337 00				
10-565-5350	Comm Equipt	$	1,946 08				
10-565-3135	Food	$	6,026 22				
	Road & Bridge			**Road & Bridge**			
10-611-4335	Long Distance	$	339 75	10-611-4310	Water, sewer, garbage	$	339 75
10-611-5600	Road Equipt	$	2,426 00	10-611-3210	Diesel	$	20,426 00
10-611-5100	Facilities Improvement	$	5,000 00				
10-611-4480	Labor	$	3,000 00				
10-611-3350	Plant Mix Asphalt	$	5,000 00				
10-611-3330	Sand/gravel	$	5,000 00				
		$	46,411 23			$	46,411 23

These budget amendments were approved on this the 15th day of June, 2006

Dean Fowler, County Judge

James L Crittenden, Commissioner, Pct #1

Joe Ferguson, Commissioner, Pct #2

Lloyd A Crabtree, Commissioner, Pct #3

Gary Drennan, Commissioner, Pct #4

06 JUN 15 AM 10:03

COUNTY, TX.

BY _____ DEPUTY

ERENBERG

June 15, 2006 **LINE ITEM TRANSFER BUDGET AMENDMENTS**

FY 2006	FROM			TO			
	Non-Departmental			**Non-Departmental**			
10-409-4955	Contingency	$	1,783 00	10-409-4175	Postmortem	$	890 00
				10-409-4200	Prop&Gen Liab Ins	$	893 00
	County Auditor			**County Auditor**			
10-495-4502	Education Exp	$	474 75	10-495-5200	Computer Equipment	$	474 75
	Constable Pct #3			**Constable Pct #3**			
10-553-4600	Dues	$	5 00	10-553-4470	Comm Maintenance	$	5 00
	Sheriff			**Sheriff**			
10-560-3220	Oil, grease	$	231 99	10-560-3010	Office Supplies	$	174 09
10-560-3380	Misc	$	503 00	10-560-3105	Investigative	$	4,018 59
10-560-4230	Bonds	$	150 00	10-560-3110	Uniforms	$	450 00
10-560-4490	Legal Ads	$	380 93	10-560-3200	Gasoline	$	5,291 42
10-560-4502	Education Exp	$	124 80	10-560-3420	Vehicle Repairs	$	1,271 98
10-560-4600	Dues	$	100 00	10-560-5900	Light bars, etc	$	774 24
10-560-5350	Comm Equipt	$	814 78				
10-560-5500	Vehicles	$	5,669 67				
10-565-3135	**Food**	$	4,005 15				
	County Jail			**County Jail**			
10-565-3115	Personal Items	$	548 76	10-565-3010	General Office	$	367 01
10-565-3120	Linens/bedding	$	1,928 37	10-565-3125	Prescriptions	$	8,927 95
10-565-3130	Jail Clothing	$	615 98	10-565-3480	Janitorial	$	2,107 45
10-565-4460	Radio/teletype maint	$	337 00				
10-565-5350	Comm Equipt	$	1,946 08				
10-565-3135	Food	$	6,026 22				
	Road & Bridge			**Road & Bridge**			
10-611-4335	Long Distance	$	339 75	10-611-4310	Water, sewer, garbage	$	339 75
10-611-5600	Road Equipt	$	2,426 00	10-611-3210	Diesel	$	20,426 00
10-611-5100	Facilities Improvement	$	5,000 00				
10-611-4480	Labor	$	3,000 00				
10-611-3350	Plant Mix Asphalt	$	5,000 00				
10-611-3330	Sand/gravel	$	5,000 00				
		$	46,411 23			$	46,411 23

These budget amendments were approved on this the 15th day of June, 2006

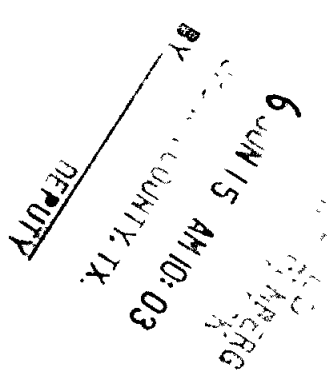
Dean Fowler, County Judge

James L. Crittenden, Commissioner, Pct #1

Joe Ferguson, Commissioner, Pct #2

Lloyd A. Crabtree, Commissioner, Pct #3

Gary Drennan, Commissioner, Pct #4



UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENT
P.O. Box 730
Gilmer, Texas 75644

Phone (903) 843-7623 ***Fax (903) 680-8114***

I am requesting a budget amendment be made in the amount of $ 2,426.00 out of line 10-611-5600 (Road Equipment), $5,000.00 out of line 10-611-5100 (Facilities Improvement), $3,000.00 out of line 10-611-4480 (Labor), $5,000.00 out of line 10-611-3350 (Plant Mix Asphalt), $5,000.00 out of line 10-611-3330 (Sand & Gravel) to be put in line 10-611-3210 (Diesel)

Thank you,

Bubba Pendarvis

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer May 1 thru May 31, 2006

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	$7,033,927.46	$1,125,127.09	$850,343 79	$42,813.19	$351,537.39	$6,999,986.56	$3,421,329 18	$3,403,669.30	$31,923.97	$6,968,062.59	$6,999,986.56
Insurance Acct.	$1,006,192.82	$51,649.85	$124,790.62	$0 00	$42,813.19	$890,238.86	$769,000.00	$652,500.00	$1,738.86	$888,500.00	$890,238.86
IRC125 Acct	$4,467.96	$12,720.89	$15,528.97	$0.00	$0.00	$1,659.88	$0.00	$0.00	$1,659.88		$1,659.88
Ins. Clearing	$1,408.61	$0.00	$0.00	$0.00	$0.00	$1,408.61	$0 00	$0.00	$1,408.61	$0.00	$1,408.61
Payroll Clearing	$1,000.00	$0.00	$351,537 39	$351,537.39	$0.00	$1,000.00	$0 00	$0.00	$1,000.00		$1,000.00
Homeland Security	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$8,046,996.85	$1,189,497 83	$1,342,200.77	$394,350.58	$394,350.58	$7,894,293 91	$4,190,329.18	$4,056,169.30	$37,731.32	$7,856,562.59	$7,894,293 91

TOTAL INDEBTEDNESS

1997 Certificate of Obligations $ 1,850,000.00

The above information is found to be true and correct.

County Judge, Dean Fowler

Commissioner, Pct #1, James Crittenden

Commissioner, Pct #3, Lloyd A. Crabtree

Commissioner, Pct #2, Joe E. Ferguson

Commissioner, Pct. #4, Gary Drennan

Myra Harris, County Treasurer

Investment Register on back

Submitted under the provision of the Local Government Code Section 114 026

FILED
IN ROBERTSON COUNTY, TX.
06 JUN 15 AM 10:03
BY DEPUTY

Upshur County Investment Activity For MAY 2006

CD#	Account	Amount	Purchased	% Rate	Maturity Date	Days	Earned Interest
36967	Operating	$ 325,000.00	12/20/05	4.00%	05/31/06	162 Days	$ 1,424.65
36988	Operating	$ 370,000.00	12/29/05	4.02%	06/30/06	183 Days	$ 1,222.52
37034	Operating	$ 300,000.00	01/20/06	4.09%	05/15/06	115 Days	$ 840.41
37061	Operating	$ 450,000.00	01/31/06	4.24%	06/15/06	135 Days	$ 1,568.22
37066	Operating	$ 500,000.00	02/02/06	4.26%	07/14/06	162 Days	$ 1,750.68
37083	Operating	$ 400,000.00	02/07/06	4.30%	05/12/06	94 Days	$ 1,649.32
37155	Operating	$ 400,000.00	03/10/06	4.32%	06/30/06	112 Days	$ 994.31
37199	Operating	$ 500,000.00	04/03/06	4.39%	05/15/06	42 Days	$ 2,526.16
37200	Insurance	$ 217,000.00	04/03/06	4.39%	05/15/06	42 Days	$ 1,096.18
37203	Operating	$ 350,000.00	04/07/06	4.45%	07/31/06	115 Days	$ 1,322.81
37225	Operating	$ 575,000.00	04/13/06	4.38%	05/15/06	32 Days	$ 2,208.00
37226	Insurance	$ 552,000.00	04/13/06	4.38%	05/15/06	32 Days	$ 3,208.56
37233	Tobacco	$ 821,329.18	04/19/06	4.32%	05/04/06	15 Days	$ 1,458.14
37237	Available	$ 59,893.93	04/20/06	4.41%	06/27/06	68 Days	$ 217.09
37238	Permanent	$ 1,134,499.36	04/20/06	4.41%	06/27/06	68 Days	$ 4,112.17
37239	Operating	$ 550,000.00	04/20/06	4.50%	08/15/06	117 Days	$ 2,034.25
37264	Insurance	$ 236,000.00	04/28/06	4.42%	06/15/06	48 Days	$ 885.94
37265	Operating	$ 250,000.00	04/28/06	4.42%	06/15/06	48 Days	$ 938.49
37270	Tobacco	$ 835,216.21	05/04/06	4.50%	06/22/06	49 Days	$ -
37280	Operating	$ 700,000.00	05/12/06	4.48%	08/31/06	111 Days	
37281	Operating	$ 500,000.00	05/15/06	4.32%	05/31/06	16 Days	$ 946.85
37282	Insurance	$ 192,500.00	05/15/06	4.49%	06/30/06	46 Days	$ -
37283	Operating	$ 500,000.00	05/16/06	4.52%	07/31/06	76 Days	$ -
37287	Operating	$ 290,000.00	05/18/06	4.61%	09/15/06	120 Days	$ -
37291	Available	$ 181,453.09	05/24/06	4.46%	06/27/06	34 Days	$ -
37312	Operating	$ 397,000.00	05/31/06	4.47%	07/14/06	44 Days	$ -
37313	Insurance	$ 460,000.00	05/31/06	4.47%	07/14/06	44 Days	$ -
	TOTALS	$ 12,046,891.77					$ 30,404.75

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 06/02/2006

PRODUCER
KELLEY INSURANCE AGENCY
P.O. BOX 1106
BIG SANDY, TX 75755
903-636-4334

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED
BULFINCH CUSTODIAL SERVICE, INC
1247 SMITH ROAD

GILMER, TX 75644-0675
903-734-5938

INSURERS AFFORDING COVERAGE

INSURER A: REPUBLIC VANGUARD INSURANCE CO
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	RGL344065	03/18/06	03/18/07	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ NOT APPLIC
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED, INSURER LETTER ___

UPSHUR COUNTY
P.O. BOX 790
GILMER, TEXAS 75644
ATT: JUDGE FOWLER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

06-03916A

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

6 JUN 15 AM 10:05
COUNTY, TX.
BY _____ DEPUTY

Texas VINE
First Amended
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2006

Upshur County

FIRST AMENDED GRANT CONTRACT
FISCAL YEAR 2006

THIS FIRST FISCAL YEAR 2006 AMENDED GRANT CONTRACT, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into by and between **Upshur County**, Texas hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG) COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties "

INDUCEMENTS

Whereas, on or about **12/21/2005**, the OAG and the COUNTY agreed to and executed that certain *Texas VINE Annual Maintenance Grant Contract* identified as OAG Contract No **06-03916** hereinafter the "Original Contract "

Whereas, the OAG and COUNTY desire to amend and or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter

Whereas, the OAG and the COUNTY intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows

SECTION 1. AMENDMENTS/MODIFICATIONS

1.1 Amendment to Subsection 4.1 Maximum Liability of the OAG.
The OAG and COUNTY agree to amend the Original Contract by replacing subsection **4.1 Maximum Liability of the OAG** in the Original Contract with the following subsection

> **4.1 Maximum Liability of the OAG.** The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed **TEN THOUSAND SIXTY-FOUR and NO/100 DOLLARS ($10,064)** for the Term of this Agreement The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement

1.2 Amendment to Subsection 6.1 Initial Term

The OAG and COUNTY agree to amend the Original Contract by replacing subsection **6.1 Initial Term** in the Original Contract with the following subsection

> **6.1 Initial Term.** This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate on August 31, 2006 **The R-01 attached to this amendment describes the period of services funded under this *First Amended Grant Contract.*** No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment

SECTION 2. ENTIRE AGREEMENT

The entire agreement between the OAG and the COUNTY consists of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General	**Upshur County, Texas**
Don[redacted] Clemmer	**By: Dean Fowler**
Deputy Attorney General for Criminal Justice	**County Judge**
Date: 5/30/06	**Date:** April 28, 2006

TEXAS ASSOCIATION OF COUNTIES

JUDICIAL EDUCATION RECORD

Reporting Period: 9/1/05 - 8/31/06

Hon. Dean Fowler
Judge
Upshur County
P O. Box 790
Gilmer, TX 75644

Phone (903) 843-4003
FAX (903) 843-0827

Term:
1/1/03 - 12/31/06

9/1/05	Carry Forward From 2005	5 00
10 00 00 AM	Pittsburgh Benchbook Workshop	4 00
3/28/06	Spring Judicial Session	16 00

You have met your education requirement for this reporting period. You may carry forward to the next reporting period 9 hours.

If you are EXEMPT, please disregard the above education requirement.

According to the Court of Criminal Appeals Rules of Judicial Education Rule 2 d
"A constitutional county judge is exempt from the continuing judicial education requirement for any fiscal year for which the judge files an affidavit with the Registrar stating that the judge does not perform judicial functions "

Judges claiming this exemption must submit an affidavit claiming exemption each reporting period to the Texas Association of Counties

06 JUN 15 AM 10:05
COUNTY, TX.
BY
DEPUTY

5/18/06

If this report does not agree with your records call Joyce Francis at 1-800-456-5974

06 JUN 15 AM 10:06
COUNTY, TX.
BY
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, PIONEER TRUCKING COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement.

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 1.5 miles on Aspen Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is moving equipment to and from lands located in Precinct No. 3, Upshur County.

4

FIRST PARTY AGREES TO PUT SAID ROAD BACK INTO SAME CONDITION AS IT WAS PRIOR TO THE COMMENCEMENT OF HAULING OPERATIONS ON PART OF FIRST PARTY

5

First Party agrees to POST SURVEY BOND in the amount of $--0--, to Upshur County Commissioners' Court to insure performance of agreement

6

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V A.C S., but the rights and authority granted the Commissioner by the terms of Article 6716, V A.C.S , are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

PIONEER TRUCKING COMPANY

Terri Johnston
First Party Signature

Street or Box
3604 Mt. Pisgah Rd.

City, State and Zip Code
Kilgore, TX 75662

Telephone & Fax
903-984-4365 903-984-5793

5/31/06
Date Signed

County Judge - Dean Fowler

James Crittenden
Commissioner, Prec. 1 - James Crittenden

Joe E. Ferguson
Commissioner, Prec. 2 - Joe E. Ferguson

Lloyd A. Crabtree
Commissioner, Prec. 3 - Lloyd A. Crabtree

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

JUNE 15, 2006
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR }

6 JUN 15 AM 10:00
BY
OF TIMBER

The undersigned, CLARK TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County Roads located in Precinct No 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 2 miles on Gardenia and 1/8 mile on Jasmine

2

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times

3

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands located in Precinct No. 1, Upshur County

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5

First Party agrees to post survey bond in the amount of $-0-, to Upshur County Commissioners' Court to insure performance of agreement

6

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716 , V A.C.S , but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

CLARK TIMBER

By: Dwight Clark
First Party Signature

Street or Box
5273 Aspen Trail

City, State and Zip Code
Gilmer, TX 75644

Telephone & Fax
903-734-4955

Timber Tract.

Mary Potts

County Judge - Dean Fowler

Commissioner, Prec 1 - James Crittenden

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 - Lloyd A. Crabtree

Commissioner, Prec. 4 - Gary Drennan

Date Signed

June 15, 2006
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }

The undersigned, Bradley Contractors, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

2008 JUN 15 AM 10:06

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

.5 miles on Geranium, .5miles on Flag

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands location in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURVEY BOND in the amount of $-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Bradley Contractors
First Party Signature

P.O. Box 312
Street or Box

Jefferson, TX 75657
City, State and Zip Code

903 665-9999
Telephone

Ellison, Jana
Timber Tract

County Judge-Dean Fowler

Commissioner, Prec. 1 – James Crittender

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 – Lloyd Crabtree

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

06 JUN 15 AM 10:07

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Northeast Texas Land and Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement.

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

.2 mile on Newt

2

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands location in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURVEY BOND in the amount of $-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

First Party Signature

927 N. Robison Rd

Street or Box

Texarkana, TX 75501

City, State and Zip Code

903/ 832-7808

Telephone

Whitaker

Timber Tract

County Judge-Dean Fowler

Commissioner, Prec. 1 – James Crittenden

Commissioner, Prec. 2 – Joe E. Ferguson

Commissioner, Prec. 3 – Lloyd Crabtree

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Mike Rice Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner Precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

2006 JUN 15 AM 10:07

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

3 miles on Buie (Waxwing)

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands location in Precinct No. 1, Upshur County

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURVEY BOND in the amount of $-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

Mike Rice
First Party Signature

Box 455
Street or Box

NAPLES TX 75568
City, State and Zip Code

903 897 5172
Telephone

T.S Wiggins
Timber Tract

County Judge-Dean Fowler

Commissioner, Prec. 1 – James Crittenden

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner. Prec 3 – Lloyd Crabtree

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT NO 3 DATE May 31, 2006

Formal notice is hereby given that PERRY COWAN, whose principal address is 1539 Holly Road, Gilmer, TX 75645, does hereby purpose to place a culvert within the ROW of County Road Holly. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of June, 2006 I, Perry Cowan, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Perry Cowan
TELEPHONE: 903-360-3012

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated May 31, 2006, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners Specifications for placing this line are as follows.

1 Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court
4 Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing

5 Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direction result of this installation will be borne by owner of this line

6 All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings

7 All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line Gravity flow sewer lines under roadway will be cast iron or equivalent pipe

10 Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material, (b) The surfacing will be replaced with equivalent quality surfacing

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13 Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

APPROVED ON THIS 15 day of JUNE, 2006

County Judge - Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd A. Crabtree

Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT NO 3 DATE. June 1, 2006

6 JUN 15 AM 10:06
BY

Formal notice is hereby given that JAMES DEAN, whose principal address is 1435 Apricot Road, Gilmer, TX 75645, does hereby purpose to place a culvert within the ROW of County Road Apricot. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of June, 2006 I, James Dean, hereby attest that I have read the conditions set forth in this application and understand its contents

NAME: James Dean
TELEPHONE 903-790-7208

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated June 1, 2006, except as noted below.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows·

1 Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court
4 Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5 Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature Any expenditure that is a direction result of this installation will be borne by owner of this line.

6 All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7 All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes)

9 Lines crossing under roads and under cross roads within the right of way will be placed by boring Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10 Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material; (b) The surfacing will be replaced with equivalent quality surfacing.

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

12 Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

APPROVED ON THIS 15 day of JUNE, 2006

County Judge - Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd A Crabtree

Commissioner, Precinct #4, Gary Drennan

BY DEPUTY
JUN 15 AM 10:06
COUNTY, TX

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4 DATE June 12 2006

Formal notice is hereby given that Dean Haws, whose principal address is 3053 Arrowwood, does hereby purpose to place a Culvert within the ROW of County Road Arrowwood. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of June, 2006. I, Dean Haws, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Dean Haws
TELEPHONE: 903 720 5706

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated June 12, 2006, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further under-stood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direction result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7 All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

8 Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring Boring shall extend from crown line to crown line Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10 Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material, (b) The surfacing will be replaced with equivalent quality surfacing.

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

APPROVED ~~ON~~ THIS 15 DAY OF JUNE, 2006.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4,Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO. THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT NO 3 DATE: June 7, 2006

Formal notice is hereby given that EDDIE WILLIAMSON, whose principal address is 233 Almond Road, Gilmer, TX 75644, does hereby purpose to place a culvert within the ROW of County Road Almond The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of June, 2006. I, Eddie Williamson, hereby attest that I have read the conditions set forth in this application and understand its contents.

Eddie Williamson

NAME: Eddie Williamson
TELEPHONE: 903-845-7362

06 JUN 15 AM 10:07
BY
COUNTY, TX.

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated June 7, 2006, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5 Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direction result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9 Lines crossing under roads and under cross roads within the right of way will be placed by boring Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material; (b) The surfacing will be replaced with equivalent quality surfacing

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13 Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

APPROVED ON THIS 15 day of JUNE, 2006.

County Judge - Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd A. Crabtree

Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 1 DATE June 12, 2006

Formal notice is hereby given that Russell Harris, whose principal address is 5512 Fm 1844, does hereby purpose to place a Culvert within the ROW of County Road White Oak & N Point. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of June, 2006 I, Russell Harris, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Russell Harris
TELEPHONE: 903-295-7222

RECEIVED BY COUNTY CLERK 06 JUN 15 AM 10:07

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated June 12, 2006, except as noted below.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further under-stood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direction result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

8 Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches In the event a cut is permitted the following conditions will govern· (a) Excavation areas are to be filled and packed with compatible material, (b) The surfacing will be replaced with equivalent quality surfacing.

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

APPROVED ON THIS 15 DAY OF JUNE, 2006.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4,Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4 DATE June 2, 2006

Formal notice is hereby given that Texas Water Systems, Inc. whose principal address is 7891 Hwy 271, Tyler, TX 75708 does hereby propose to place a 3" water main within the ROW of County Road Arrowwood

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application Proposed construction will begin, if approved, on or afer the 19th day of June, ~~2001~~ 2006

I, Glenn E. Trimble, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME Glenn E. Trimble

PHONE 903-595-2128

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, 2001, except as noted below

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road, it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners Specifications for placing this line are as follows

1 Barricades, warnings signs, lights and flagmen when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times

2 All lines, where practicable, shall be located to cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge No lines shall be placed in any culvert or within 10 feet of the closest point of same

3 Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court

4 Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing

5 Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature Any expenditure that is a direct result of this installation will borne by owner of this line

6 All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to the right of way line Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length, Inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings

7 All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground

8 All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe)

9 Lines crossing under roads and under cross roads within the right of way will be placed by boring Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe

10 Where evidence is presented indicating the impracticability or boring or tunneling, the Commissioner Court may grant permission to cut the surface no wider than 4 inches In the event a cut is permitted the following conditions will govern (a) Excavation areas are to be filled and packed with compatible material (b) The surfacing will be replaced with equivalent quality surfacing

11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

12 Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the court require a surety bond in an amount sufficient to cover any damages

13 Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

APPROVED ON THIS 15 DAY OF June, 2006

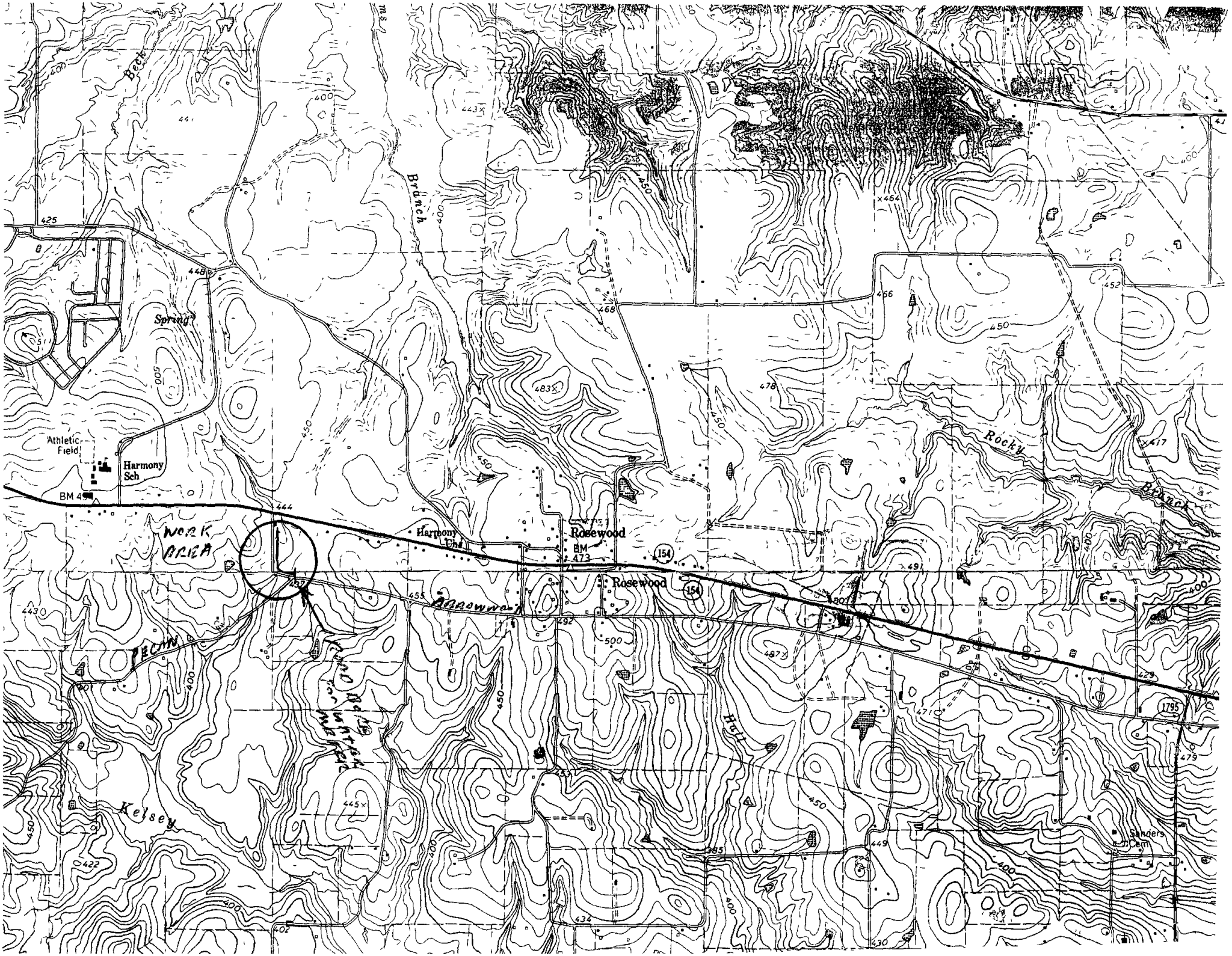
County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4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Land Adjacent Water
Kelsey
Hull
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Branch
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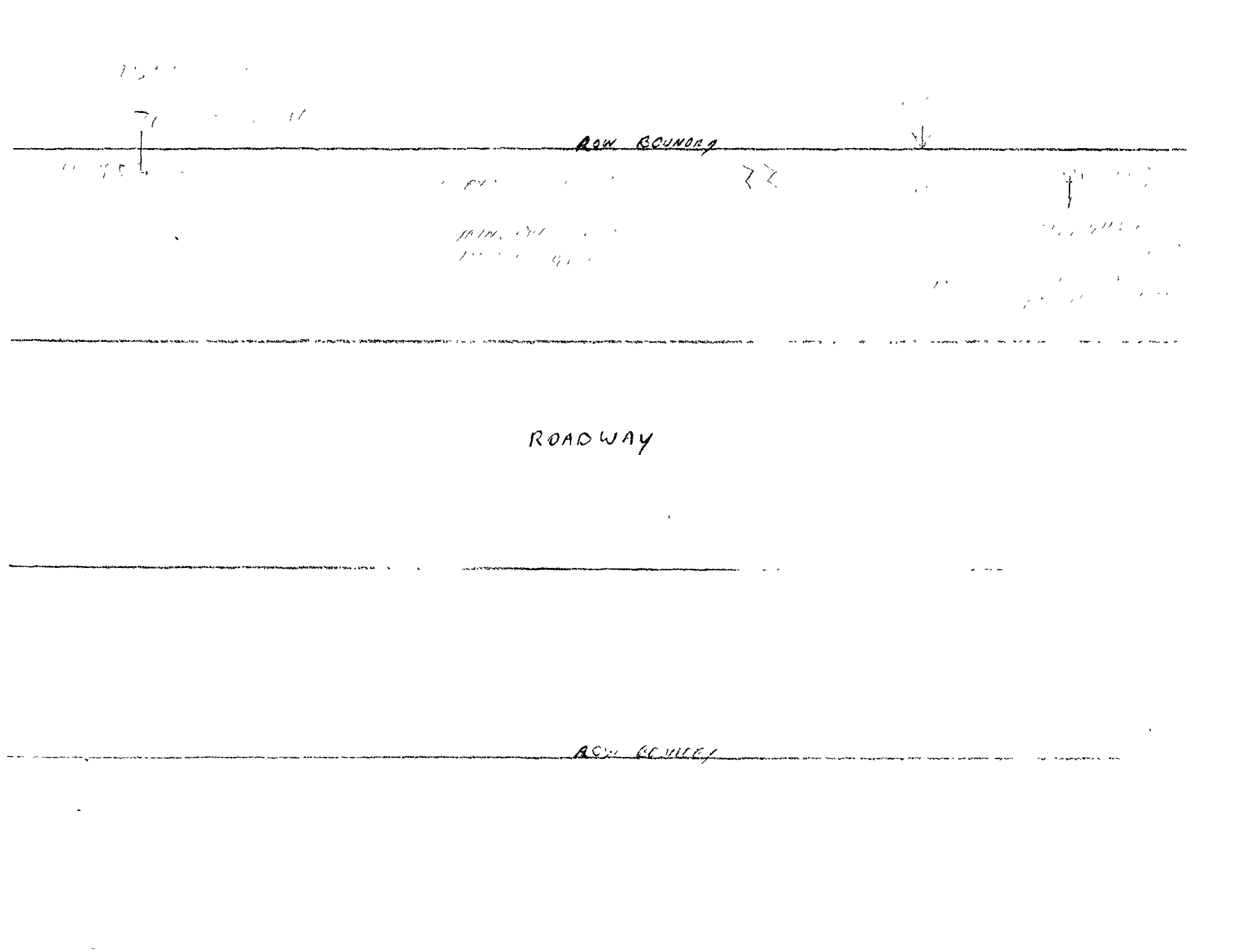
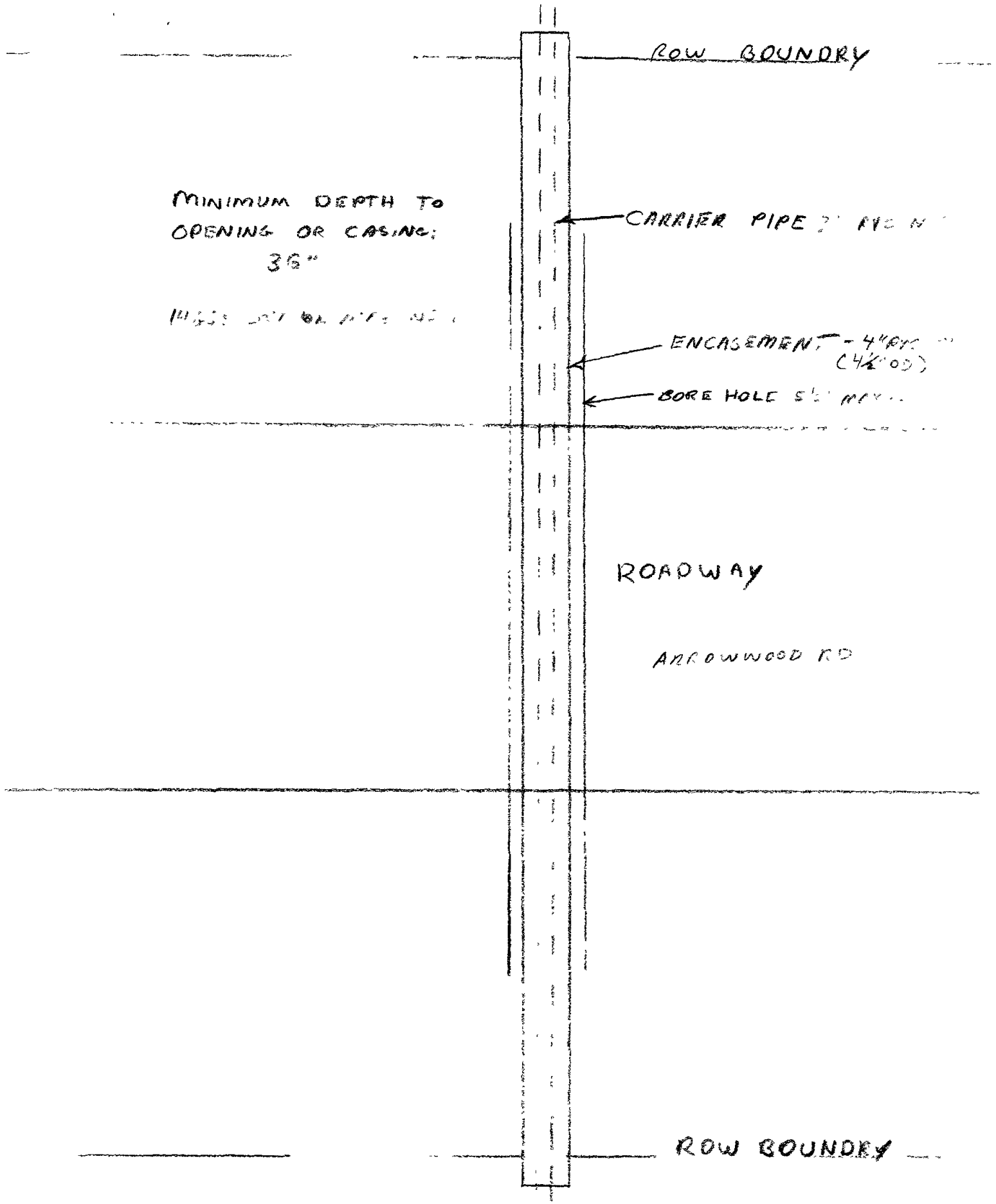
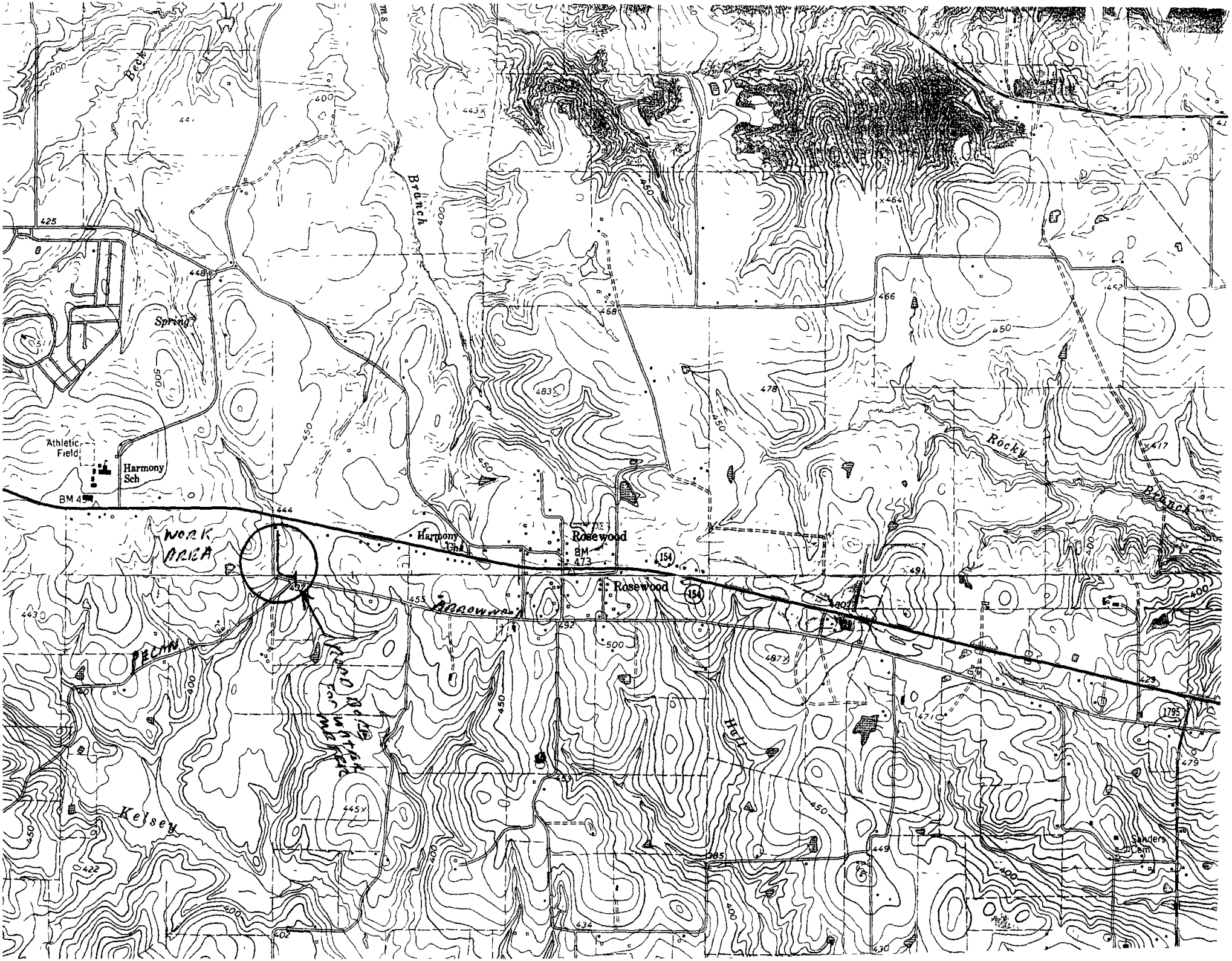
Sanders Cem


ROW BOUNDARY
ROADWAY
ROW BOUNDARY


ROW BOUNDRY
MINIMUM DEPTH TO OPENING OR CASING: 36"
CARRIER PIPE
ENCASEMENT - 4"
(4½" OD)
BORE HOLE
ROADWAY
ARROWWOOD RD
ROW BOUNDRY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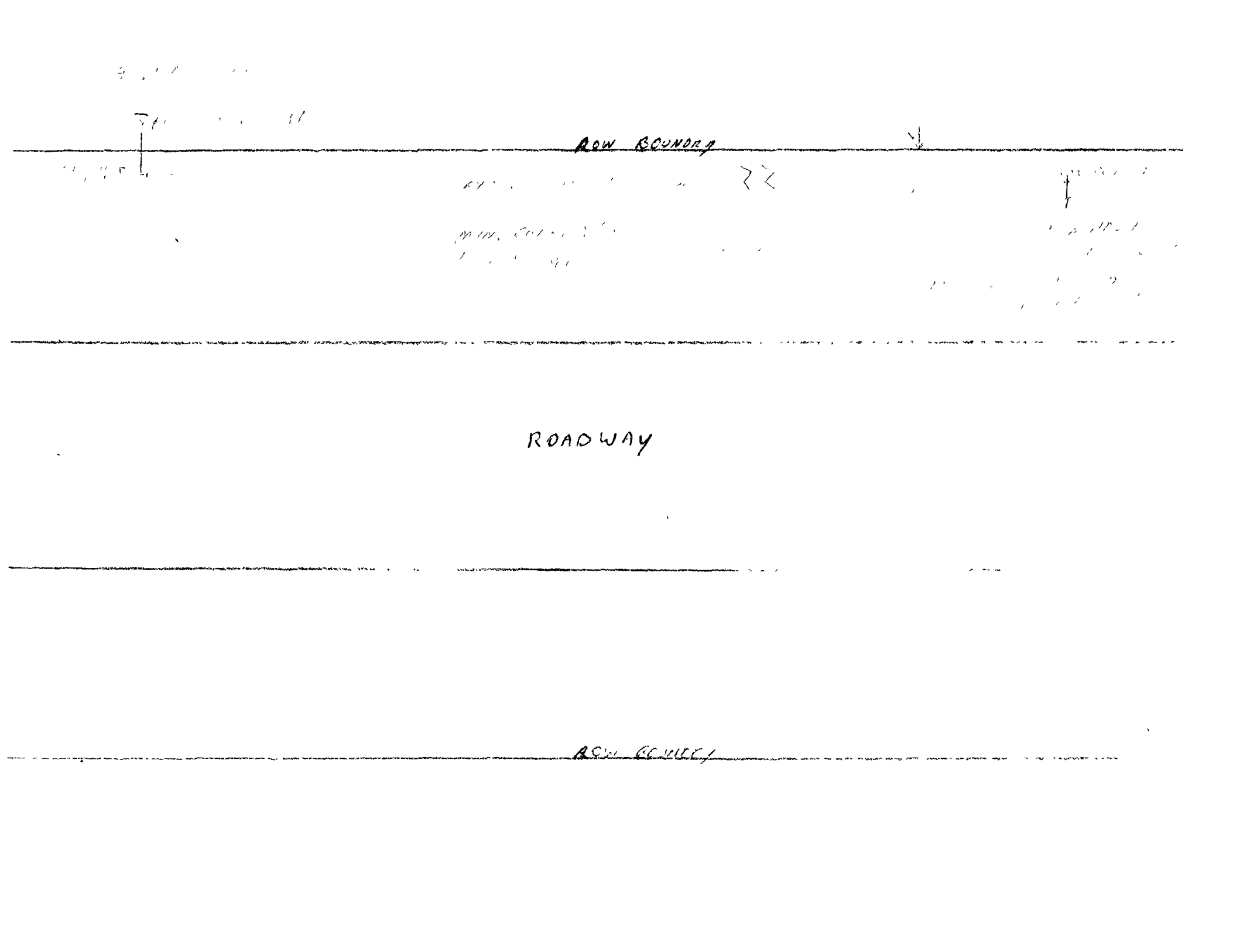
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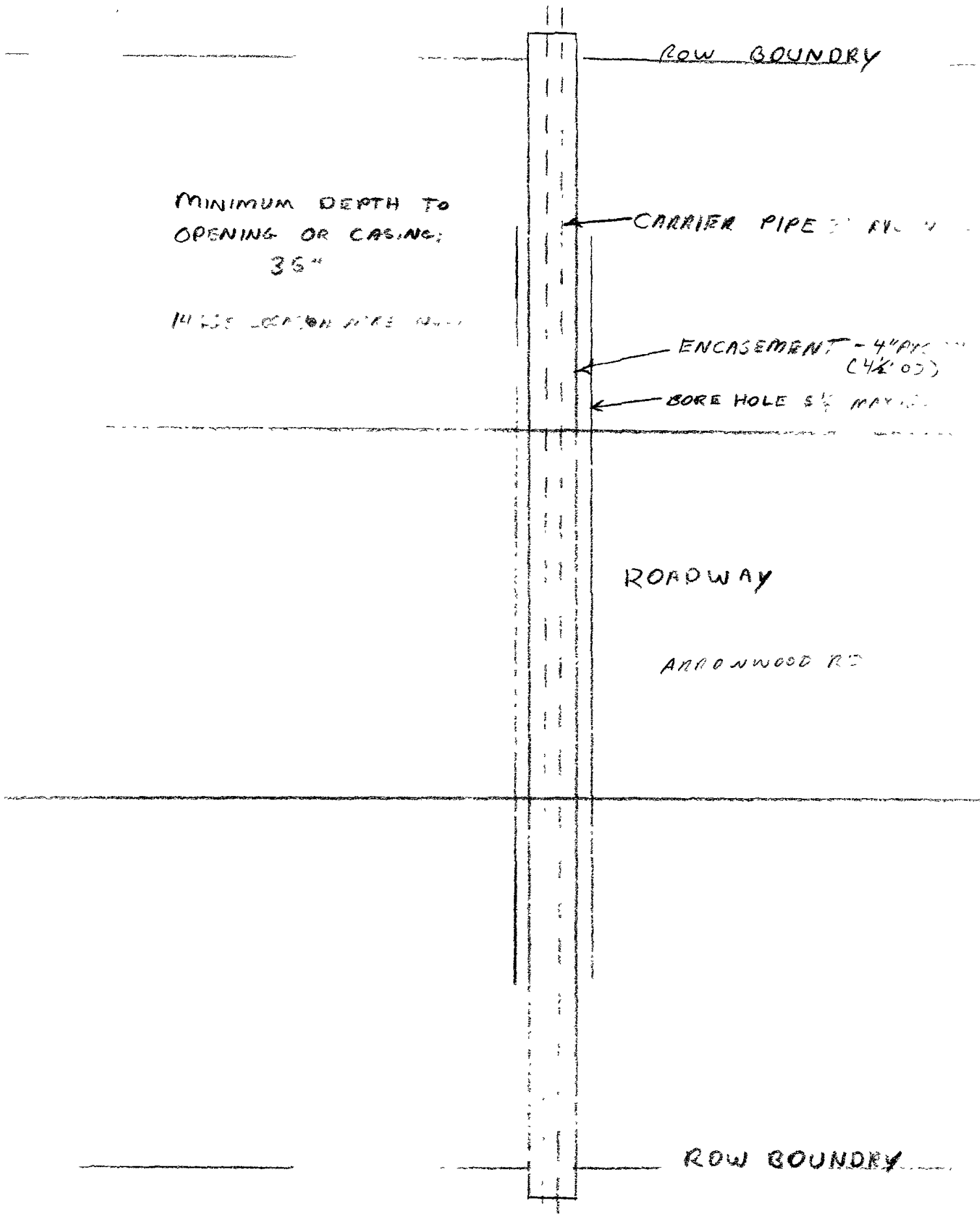
ROW BOUNDRY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CARRIER PIPE
ENCASEMENT - 4"
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BORE HOLE
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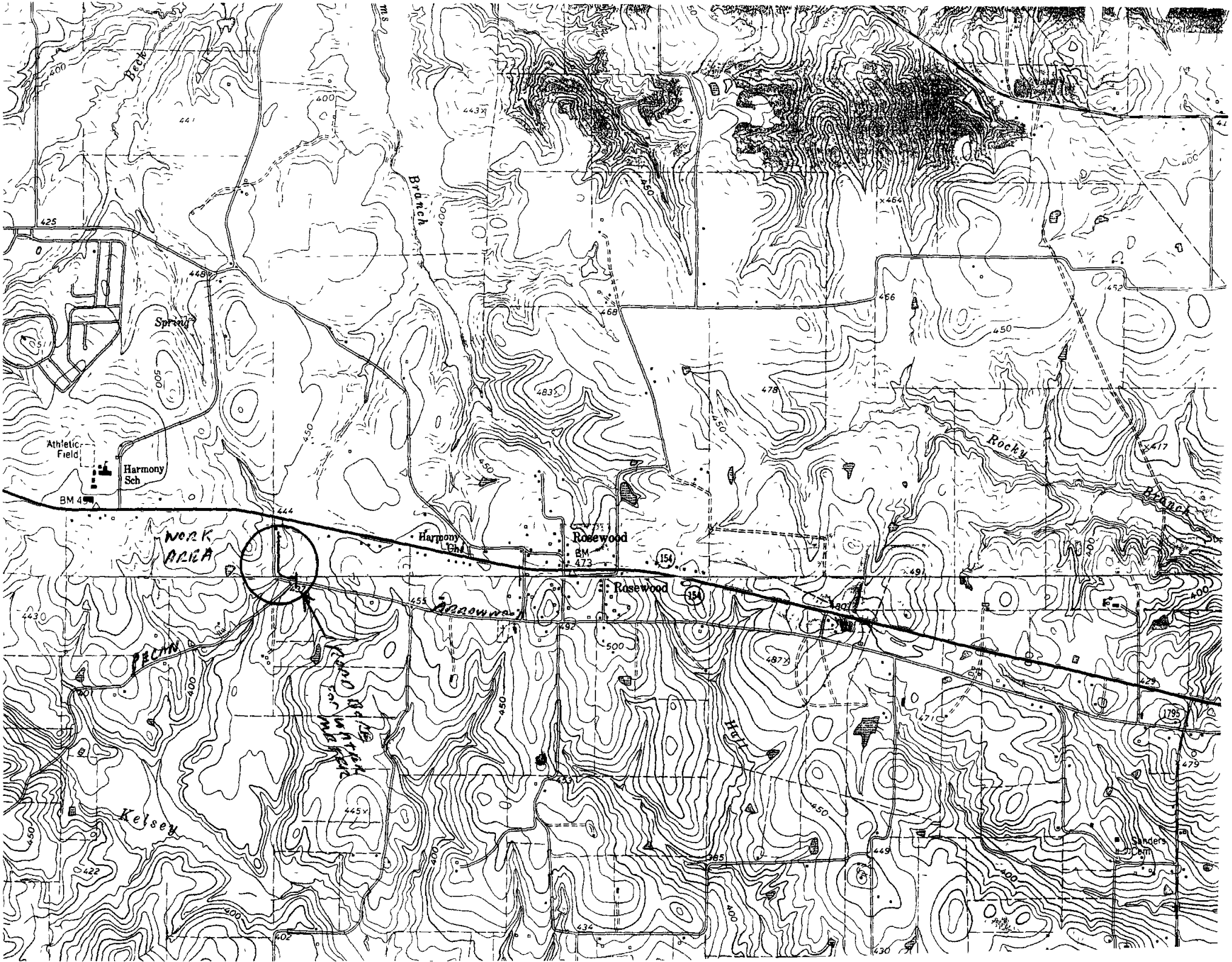
ROW BOUNDRY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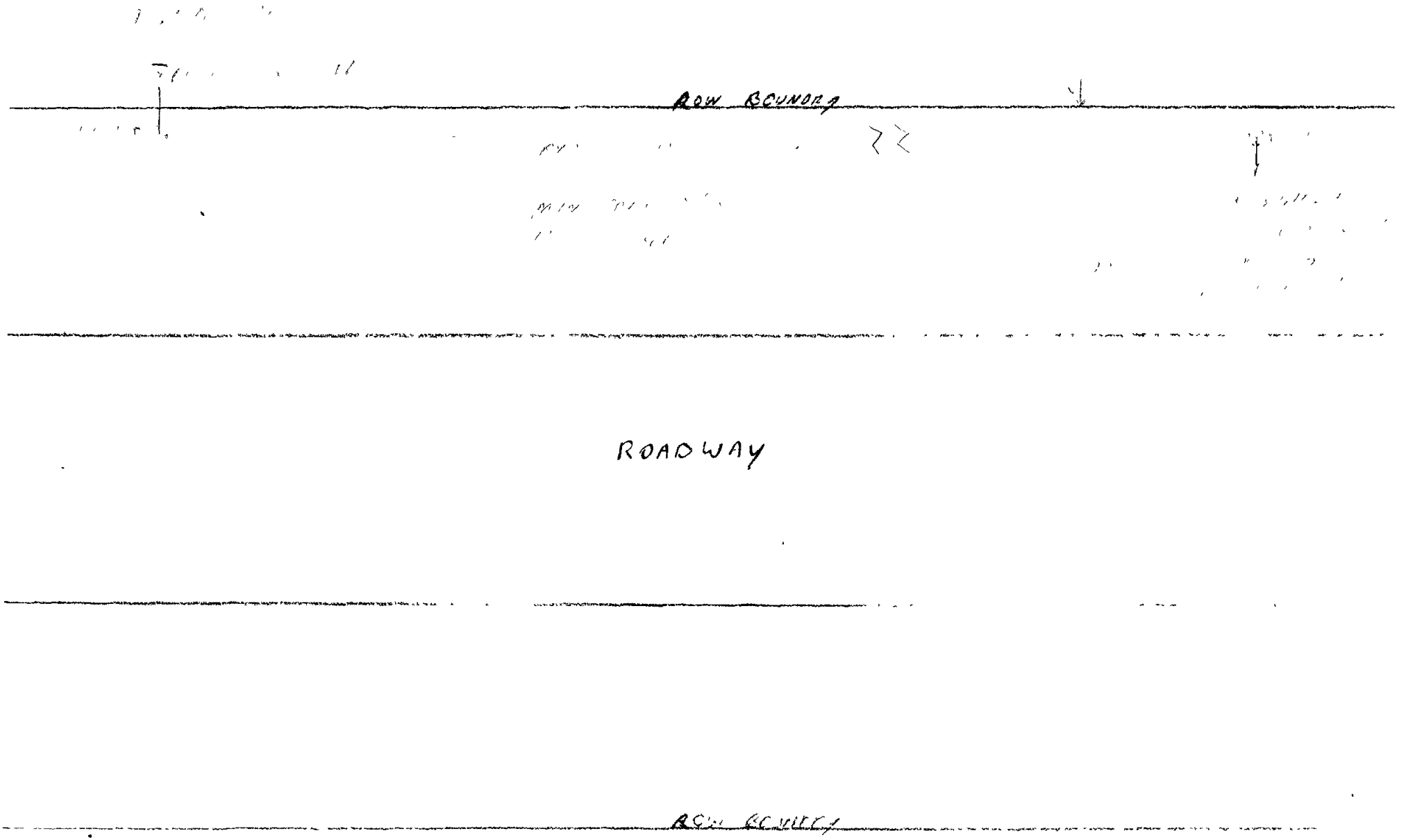
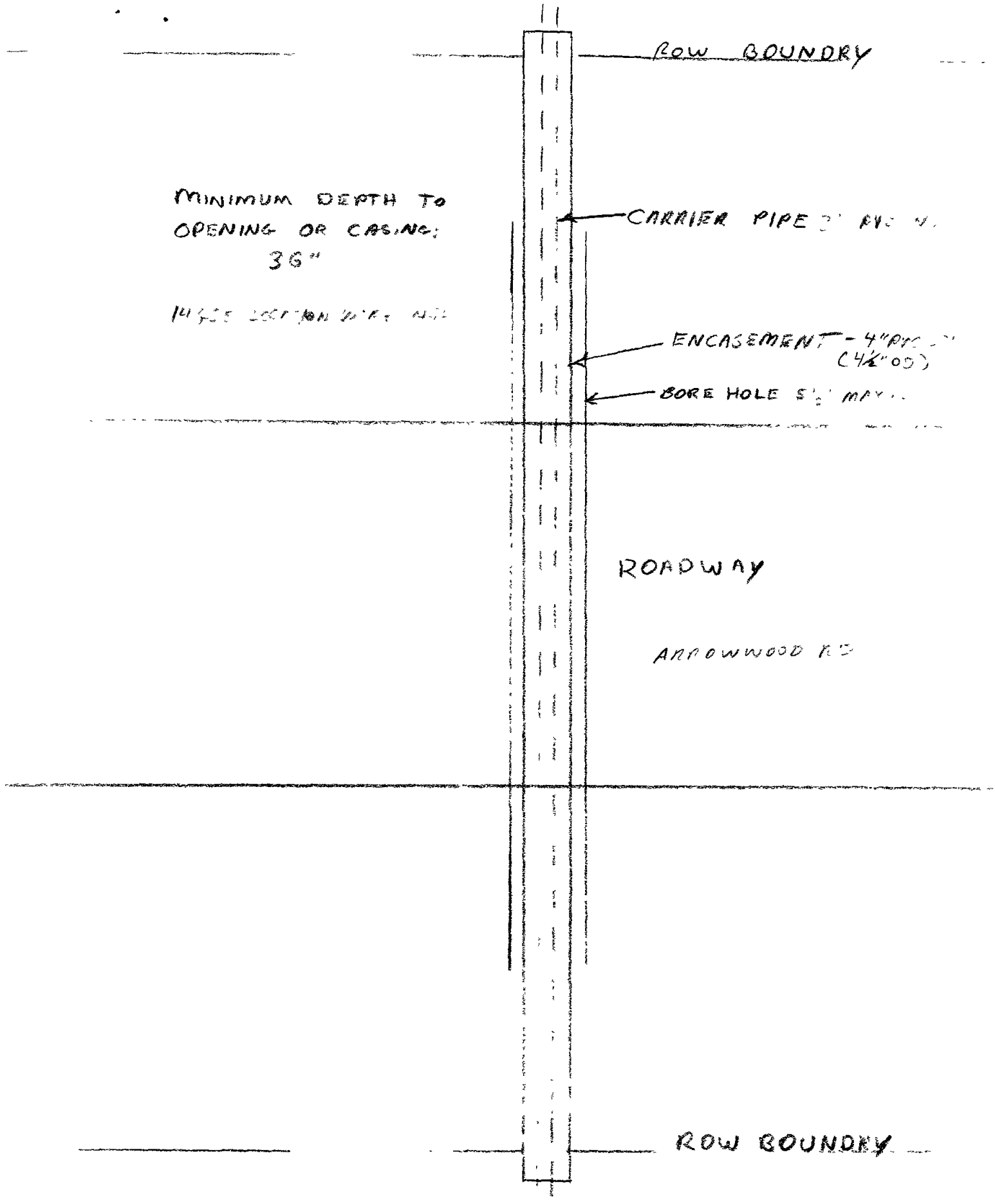

ROW BOUNDARY
ROADWAY
ROW BOUNDARY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MINIMUM DEPTH TO OPENING OR CASING: 36"
CARRIER PIPE
ENCASEMENT - 4"
(4½" OD)
BORE HOLE
ROADWAY
ARROWWOOD RD
ROW BOUNDRY

Property off of Woodchuck
Mailing Address: 11221 Woodchuck
Leesburg, TX 75451

Telephone No. (903) 365 2364

LETTER AGREEMENT

Date: April 27, 2006

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Bonnie Byrd, the owner or person legally entitled to possession of the above described property ("Property Owner").

FILED
2006 JUN 15 AM 10:06
UPSHUR COUNTY, TX.
BY DEPUTY

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

X Bonnie Byrd

UPSHUR COUNTY

By _____
Its County Judge

Property off of Aspen
Mailing Address: 5202 Aspen
Gilmer, TX 75644

Telephone No. 903 790-0791

LETTER AGREEMENT

Date: May 24, 2006

This Letter Agreement is made and entered into by and between Upshur County, Texas ("County") and Danette Potter, the owner or person legally entitled to possession of the above described property ("Property Owner").

FILED FOR RECORD
06 JUN 15 AM 10:06
UPSHUR COUNTY, TX.
BY DEPUTY

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.

2 County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property

3 Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

x Danette Potter

UPSHUR COUNTY

By _____
Its County Judge

Property off of Aspen
Mailing Address: 5896 Aspen
Gilmer, TX 75644

Telephone No. 903-734-5824

LETTER AGREEMENT

Date: June 5, 2006

This Letter Agreement is made and entered into by and between Upshur County, Texas ("County") and Mrs Olive, the owner or person legally entitled to possession of the above described property ("Property Owner")

06 JUN 15 AM 10:06
BY DEPUTY
GILMER, TX.

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses, and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement

PROPERTY OWNER/ 3
LEGAL POSSESSOR
x M. A. Olive
Alice Olive
6-10-06

UPSHUR COUNTY
By _____
Its County Judge

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
P O BOX 730
GILMER TX 75644
UPSHUR COUNTY

06 JUN 15 AM 10:07
BY
DEPUTY

PRECINCT 1 DATE May 30, 2006

Formal notice is hereby given that TXOK TEXAS ENERGY RESUURCES, L.P. whose Principal address is P.O. BOX 1488, GLADEWATER, TX 75647 does hereby propose to place a 6" Steel Gas Line within the ROW of County Road Silktree Rd.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved on or after the 12th day of June ,2006.

I Tommy Fears , hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: Tommy Fears

PHONE: 903-759-2039

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, 200____, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warnings signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to the right of way line. Pipe used for casing maybe of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)
9. Lines crossing under roads and tinder cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability or boring or tunneling, the Commissioner Court *may* grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material (b) The surfacing will be replaced will equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

APPROVED ON THIS 15 DAY OF JUNE, 2006.

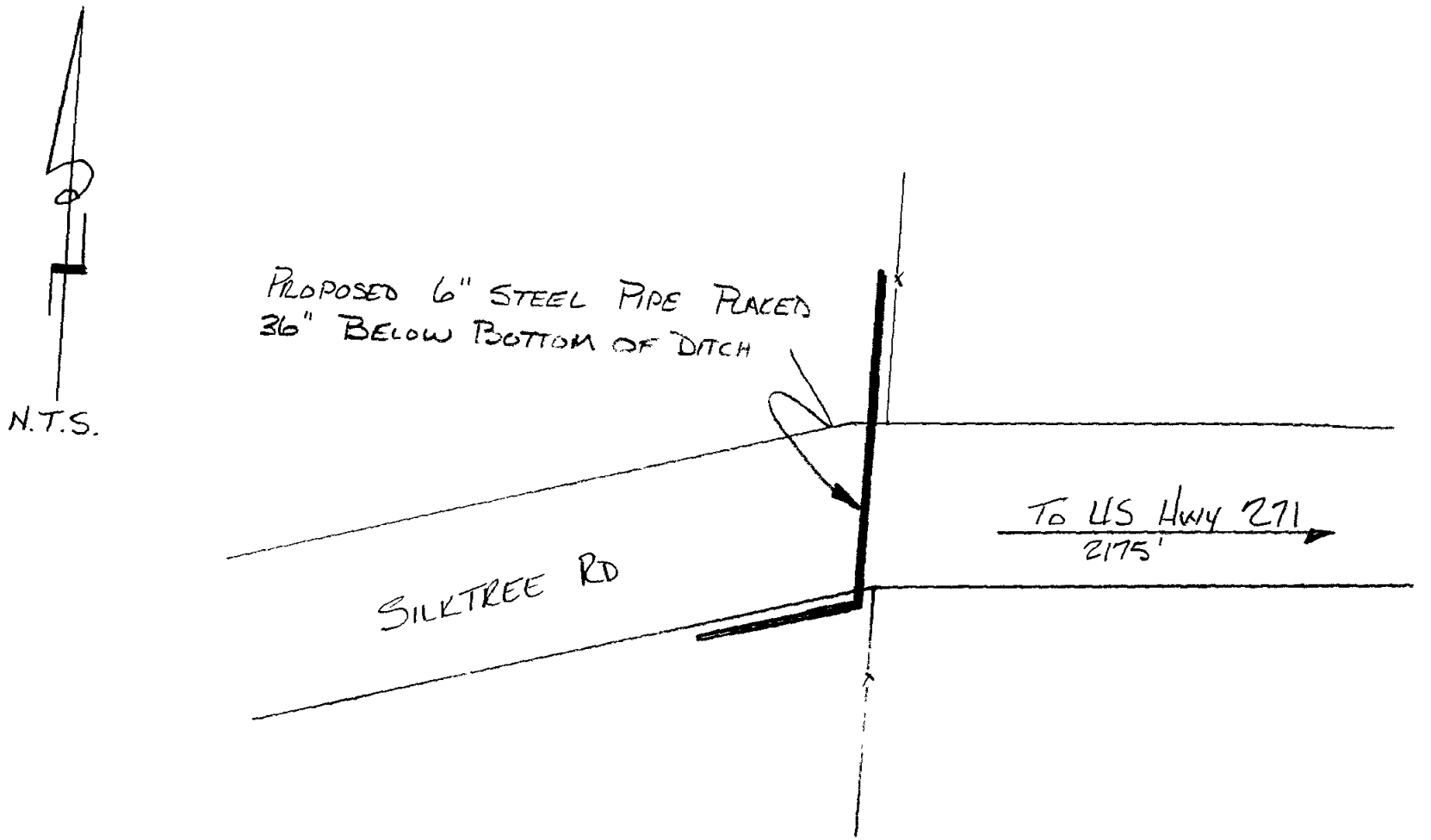
County Judge

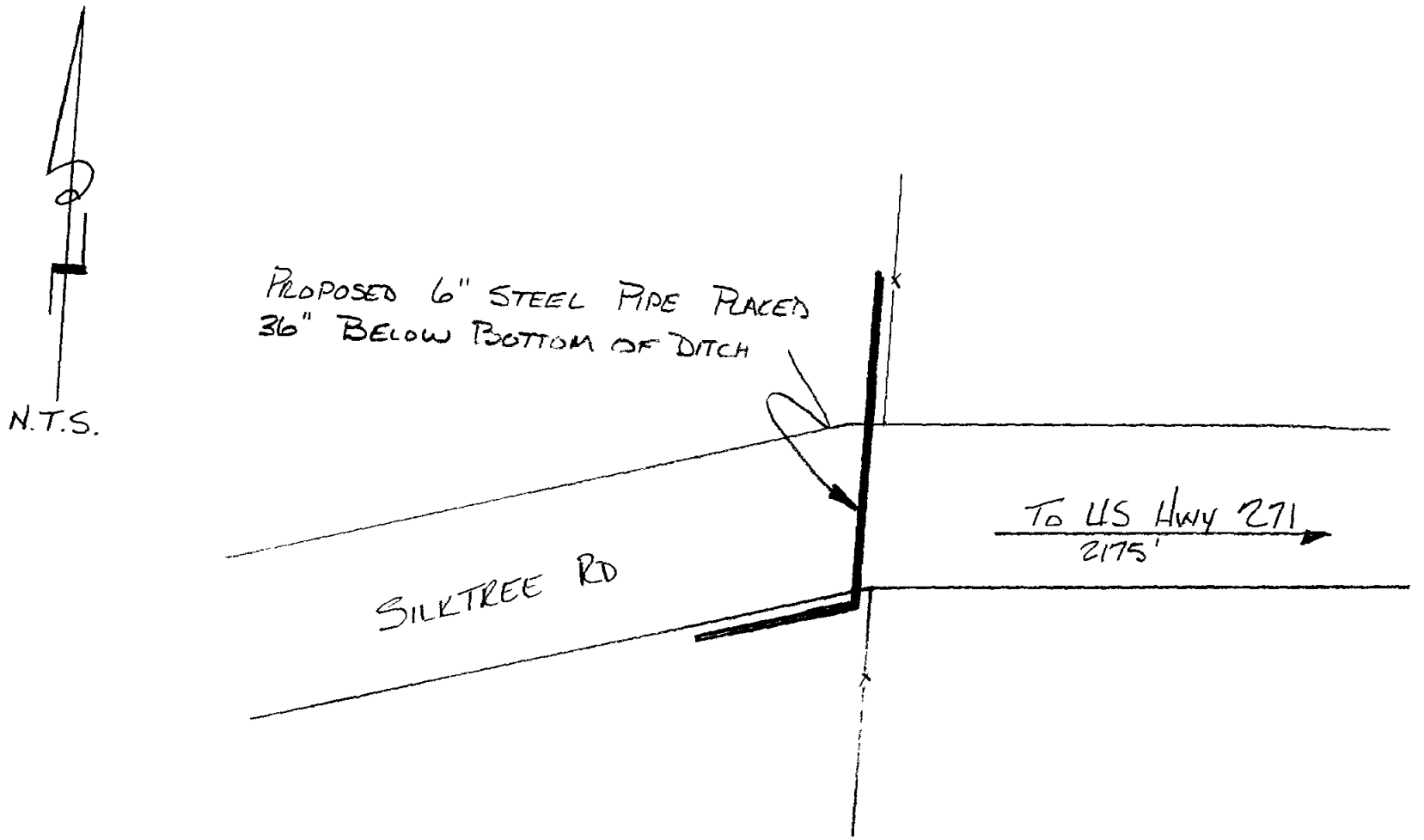
Commissioner Precinct #1

Commissioner Precinct # 2

Commissioner Precinct #3

Commissioner Precinct #4


N.T.S.
PROPOSED 6" STEEL PIPE PLACED
36" BELOW BOTTOM OF DITCH
SILKTREE RD
TO US HWY 27
2175'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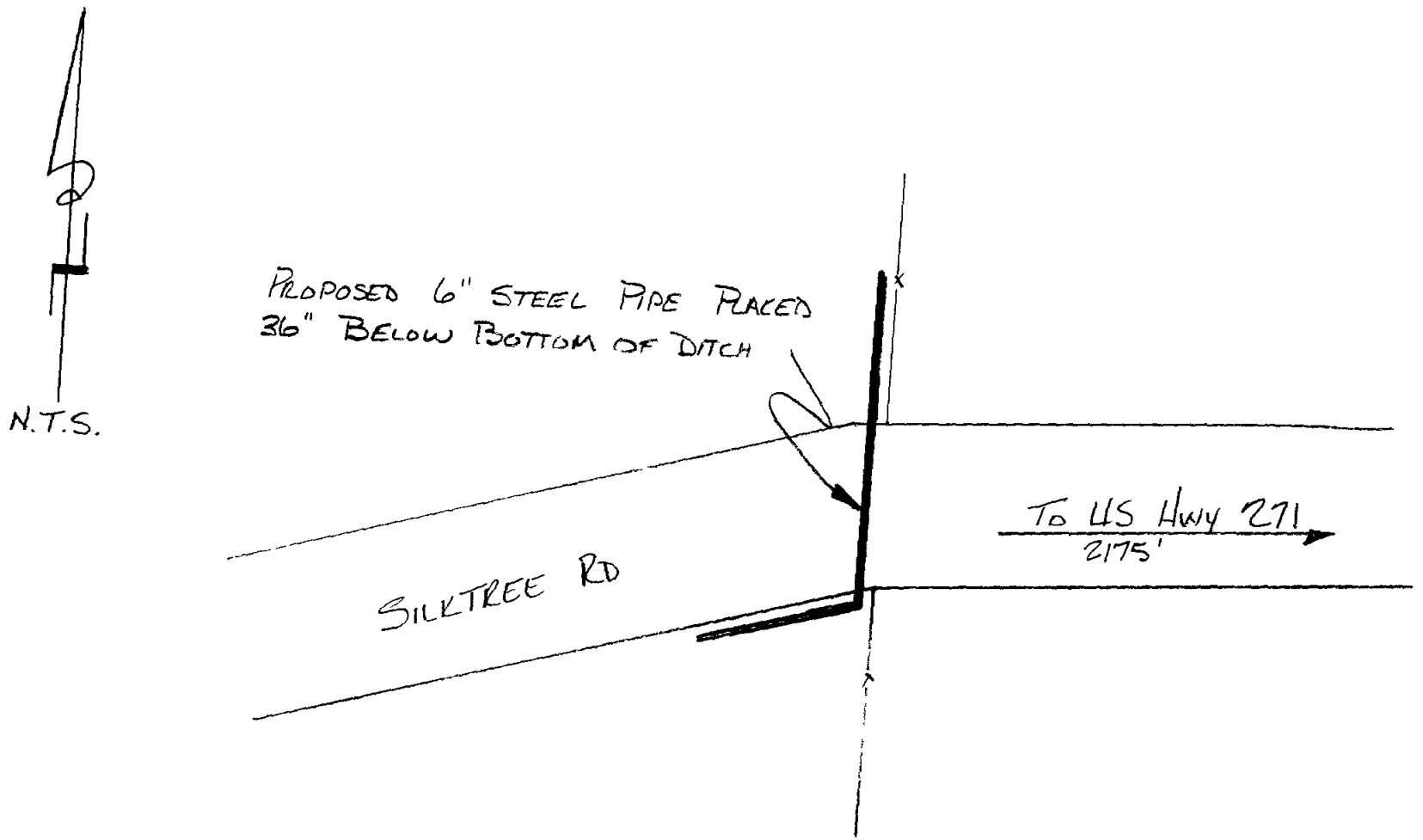
2175'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SILKTREE RD
TO US HWY 27I
2175'

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
P O BOX 730
GILMER TX 75644
UPSHUR COUNTY

06 JUN 15 AM 10:07
BY
DEPUTY

PRECINCT 1 DATE May 30, 2006

Formal notice is hereby given that TXOK TEXAS ENERGY RESUURCES, L.P. whose Principal address is P.O. BOX 1488, GLADEWATER, TX 75647 does hereby propose to place a 6" Steel Gas Line within the ROW of County Road Pigeon Rd.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved on or after the 12th day of June ,2006.

I Tommy Fears , hereby attest that I have read the conditions set forth in this application and understand it's contents

NAME: Tommy Fears

PHONE: 903-759-2039

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, 200____, except as noted below.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows·

1. Barricades, warnings signs, lights and flagmen when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to the right of way line. Pipe used for casing maybe of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)
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10. Where evidence is presented indicating the impracticability or boring or tunneling, the Commissioner Court *may* grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material (b) The surfacing will be replaced will equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

APPROVED ON THIS 15 DAY OF June, 2006.

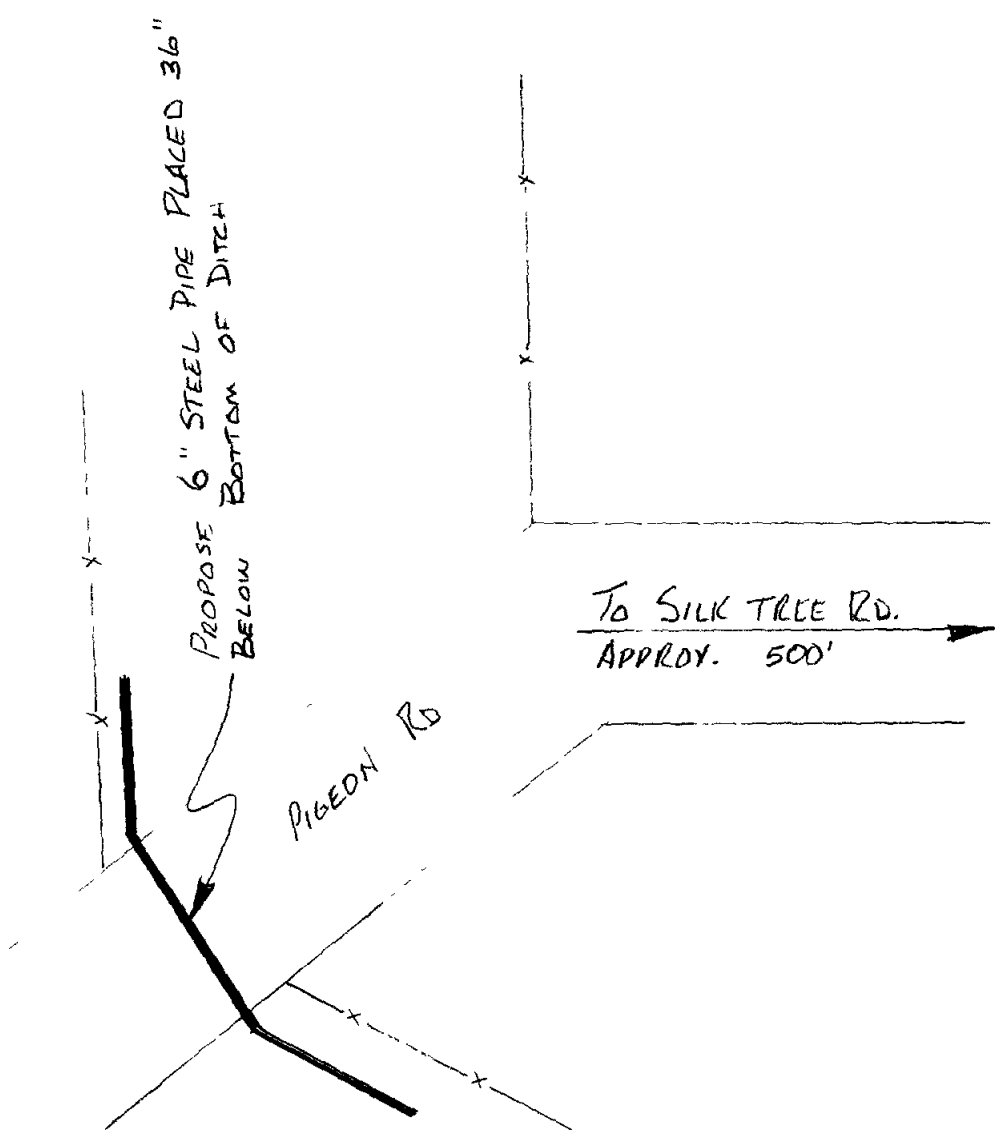
County Judge

Commissioner Precinct #1

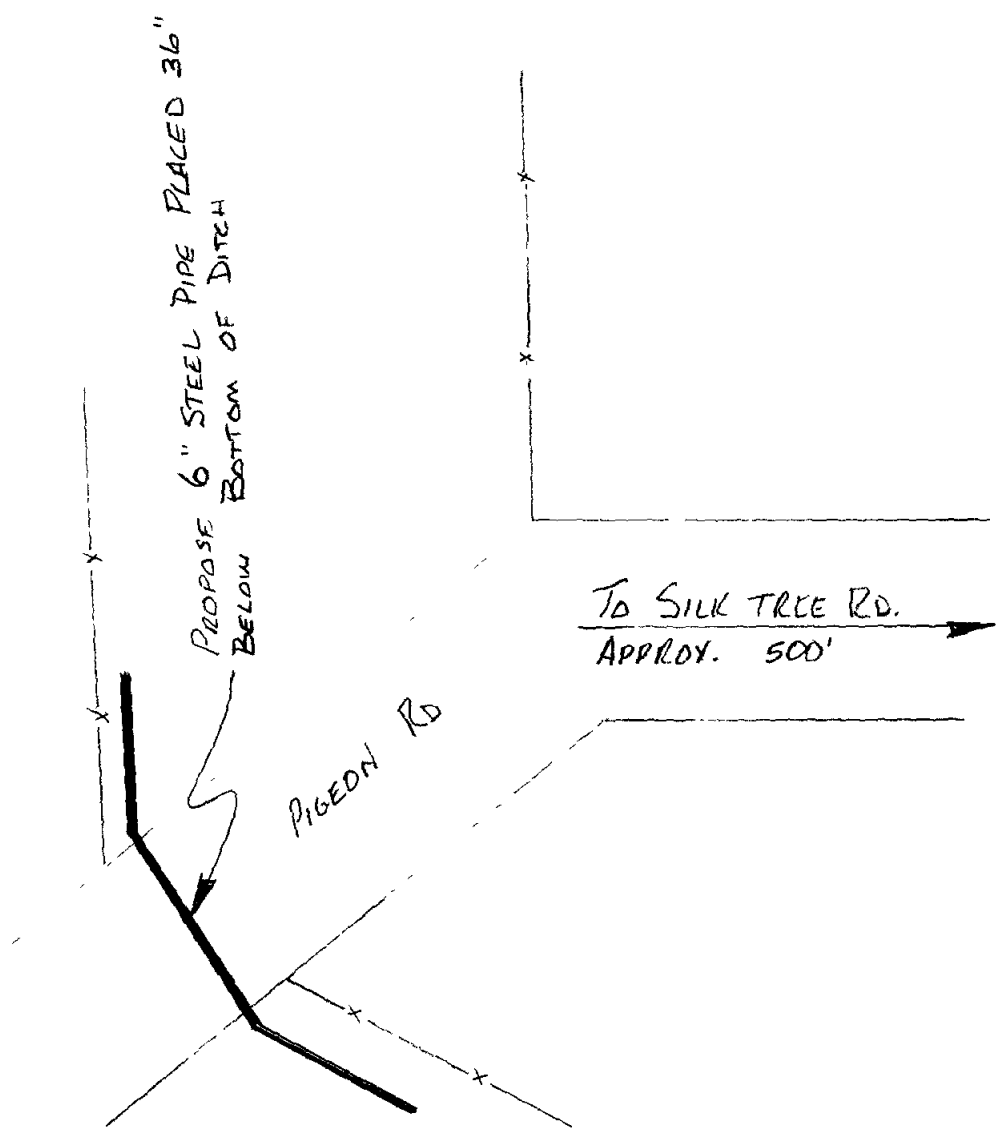
Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4


PROPOSE 6" STEEL PIPE PLACED 36" BELOW BOTTOM OF DITCH
PIGEON RD
TO SILK TREE RD.
APPROX. 500'

N.T.S.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PIGEON RD
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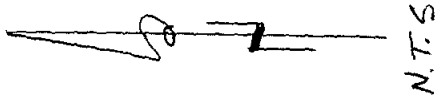
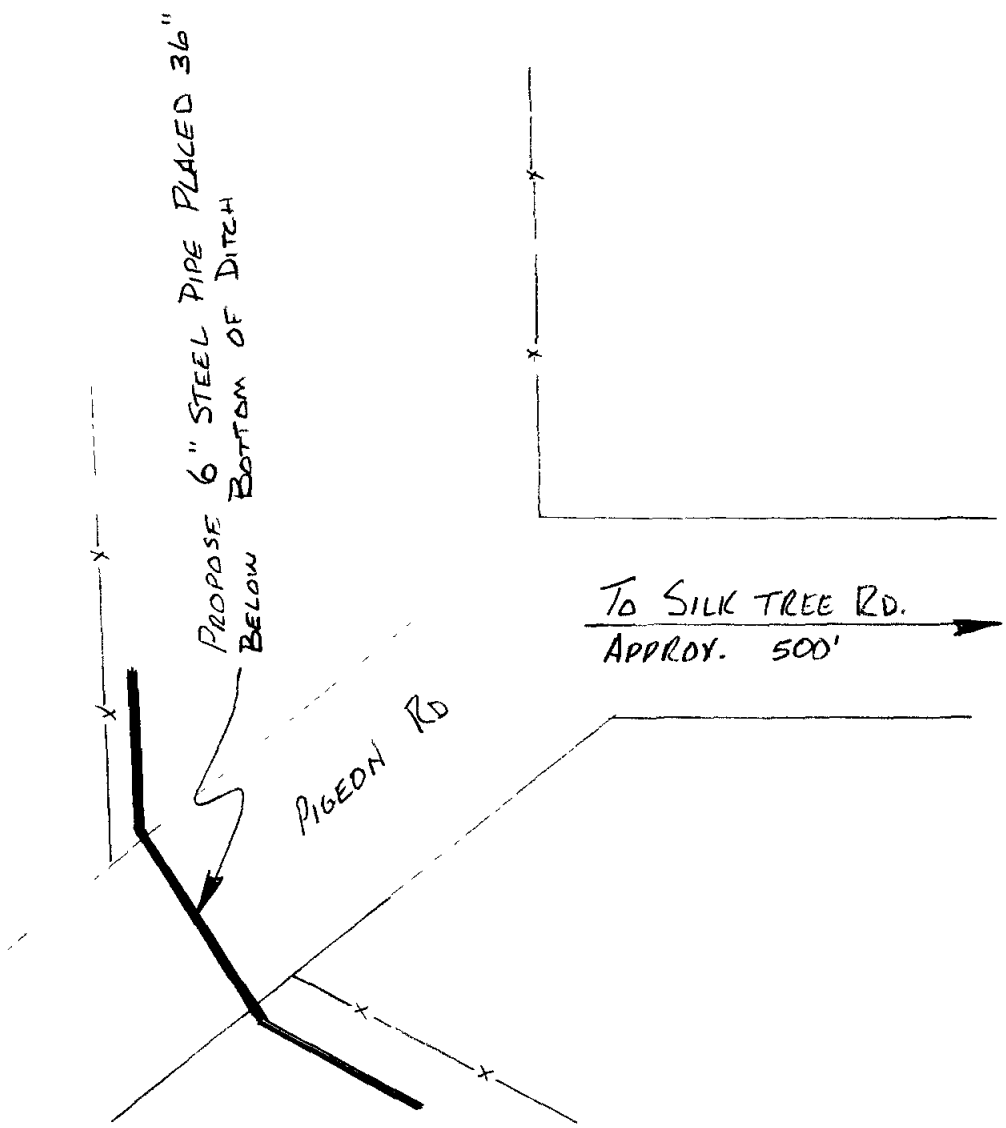

N.T.S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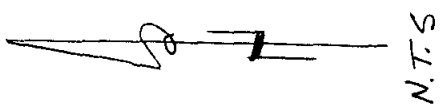

N.T.S

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE: 6/7/2006

EXPIRES: _____

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

BY _____ DEPUTY

...UNTY, TX.

06 JUN 15 AM 10:07

...HBERG
...TY

Formal notice is hereby given that Diana Special Utility District proposes to place a water line within the right-of-way of County Road Owl as follows

Diana Special Utility District proposes to install a new water tap at 2048 Owl Road. To bore and sleeve for a single service under Owl Road. Sleeve to consist of 2" PVC and service line to be 1" poly from existing main in ditch on the west side of Owl Road to meter to be set on the property line on the east side of Owl Road.

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications

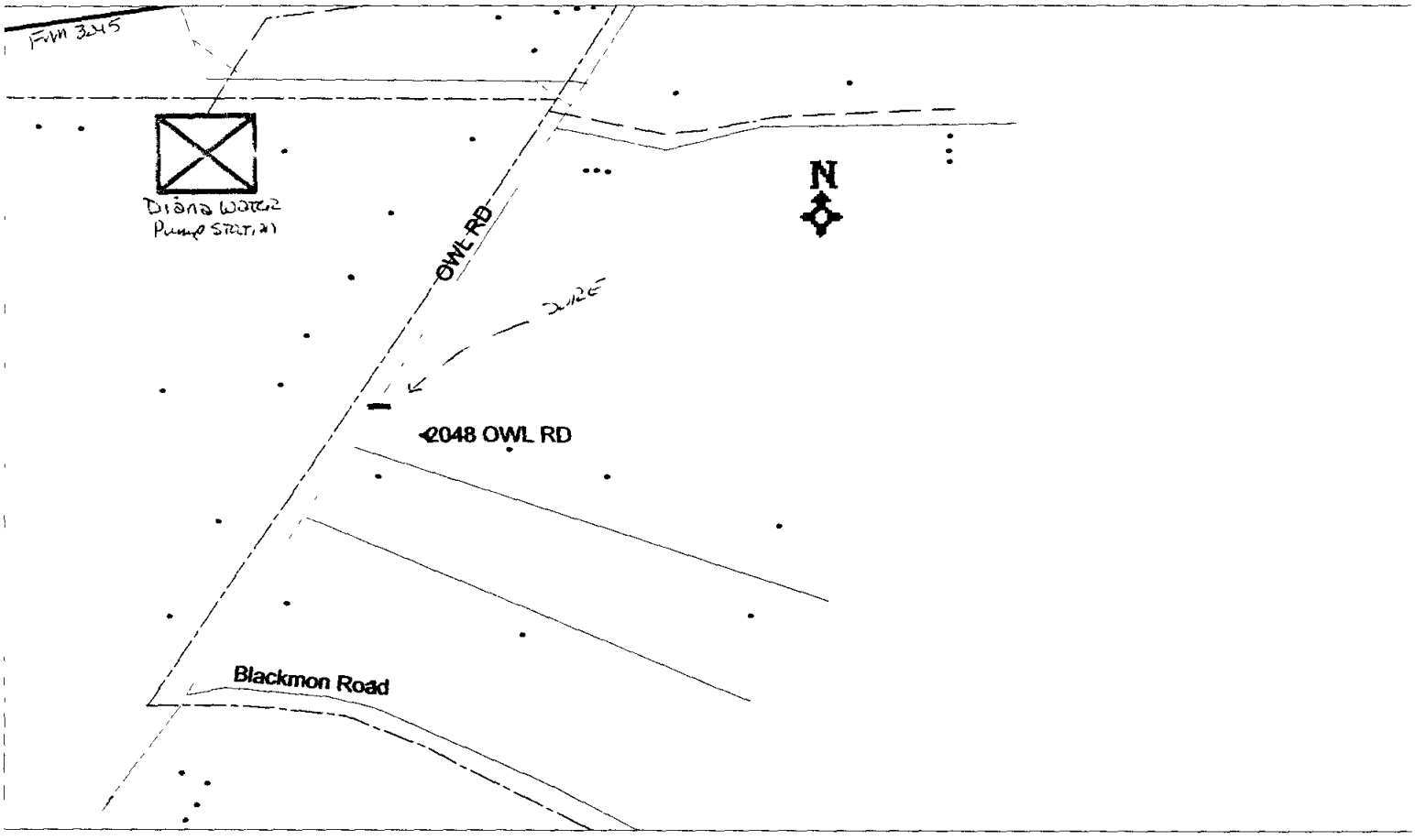
Construction of this line will begin on or after the 12 day of June 2006.

Firm Diana Special Utility District
By Susan Whitfield
Title General Manager
Address PO Box 74
Diana, TX 75640-0074

903-663-4837

NOTE. 1. This form to be submitted in triplicate for each proposed installation.
2. The permit shall be in effect for a period of 90 days from date of approval. If work is not completed within this time, a new permit will be required

Diana Special Utility District
P.O. Box 74
Diana, TX 75640



NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 6/7/2006

EXPIRES

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

BY DEPUTY

UPSHUR COUNTY, TX
JUN 15 AM 10:07

Formal notice is hereby given that Diana Special Utility District proposes to place a water line within the right-of-way of County Road Owl as follows

Diana Special Utility District proposes to install a new water tap at 2048 Owl Road. To bore and sleeve for a single service under Owl Road. Sleeve to consist of 2" PVC and service line to be 1" poly from existing main in ditch on the west side of Owl Road to meter to be set on the property line on the east side of Owl Road.

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Construction of this line will begin on or after the 12 day of June, 2006.

Firm Diana Special Utility District
By Susan Whitfield
Title General Manager
Address PO Box 74
Diana, TX 75640-0074

903-663-4837

NOTE. 1 This form to be submitted in triplicate for each proposed installation.
2 The permit shall be in effect for a period of 90 days from date of approval. If work is not completed within this time, a new permit will be required

APPROVAL

TO_____ DATE_____

_____

_____

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed _____line as shown by accompanying drawings and notice dated_____, except as noted below·

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.

2 All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring Boring shall extend from crown line to crown line.

4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line Pipe used for casing may be of any type approved by the County Engineer and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)

5 All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same

6 Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the County Engineer

7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing

8 Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. No equipment or installation procedures will used which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.

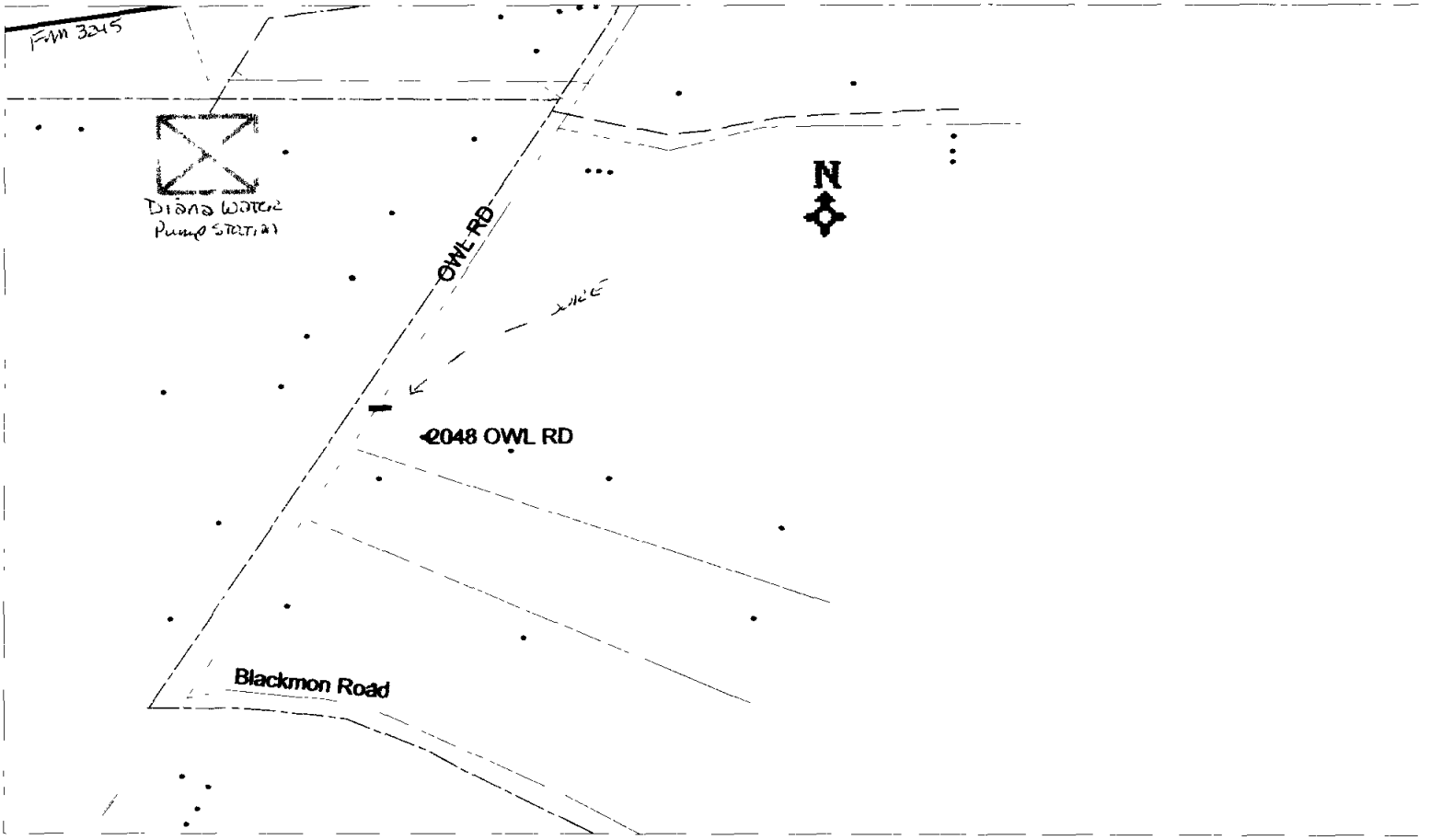
9 Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner One half of the traveled portion of the road must be open to traffic at all times All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.

10 Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED:_____ APPROVED:_____

County Engineer Chairperson, Upshur County Commissioners Court

Diana Special Utility District
P.O. Box 74
Diana, TX 75640



CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Robin Rodenberg**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 12th day of January, 2006.

FILED
RODENBERG
FPX
6 JUN 15 AM 10:04
COUNTY, TX.
BY _____ DEPUTY

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER. You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for audit.

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Robin Rodenberg**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 12th day of January, 2006.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 06-09137M

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Micheal Smith**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 11th day of May, 2006.

6 JUN 15 AM 10:04
COUNTY, TX.
BY _____ DEPUTY

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 552 012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 06-38438P

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Micheal Smith**, certify that I have
completed a course of training on the Texas Open Meetings Act that satisfies the
legal requirements of Government Code, Section 551.005

Certificate is issued effective this 11th day of May, 2006.

6 JUN 15 AM 10:04
COUNTY, TX
BY _____ DEPUTY

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 06-38437M

Texas A&M University

Office of Continuing Education
certifies that

Myra Harris

6 JUN 15 AM 10:05
COUNTY, TX.
BY
DEPUTY

has earned **.9** Continuing Education Unit(s)
for satisfactory completion of **9** hours
of organized instruction in

57th Annual County Treasurers' Association of Texas Conference

October 17, 2005 - October 20, 2005

V. G. Young Institute of County Government
Texas Cooperative Extension

Activity Director

Office of Continuing Education

December 1, 2005
Date

TEXAS A&M UNIVERSITY 1876

...ENBERG
...TEX.
JUN 15 AM 10:05
...COUNTY, TX.
BY _____ DEPUTY

TEXAS ASSOCIATION OF COUNTIES

2005 Certification of Compliance

County Investment Officer

Hon. Myra Harris, CIO

SUCCESSFULLY COMPLETED INVESTMENT EDUCATION THAT SATISFIES SECTION 2256.008 OF THE TEXAS PUBLIC FUNDS INVESTMENT ACT AND DEMONSTRATES A THOROUGH UNDERSTANDING OF TEXAS LAWS GOVERNING THE INVESTMENT OF PUBLIC FUNDS. THIS ONGOING COMMITMENT TO CONTINUING EDUCATION PROVIDES MAXIMUM BENEFIT TO

Upshur County

ISSUED BY THE TEXAS ASSOCIATION OF COUNTIES THE THIRTY-FIRST DAY OF DECEMBER, 2005
EXPIRES DECEMBER 31, 2006

Marc Hamlin
MARC HAMLIN, PRESIDENT

Sam D. Seale
SAM D. SEALE, EXECUTIVE DIRECTOR

CERTIFICATE *of* COURSE COMPLETION

...ENBERG
...RK
JUN 15 AM 10:05
...COUNTY, TX.
BY_____
DEPUTY

Public Information Act

I, **Myra Harris**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 17th day of May, 2006.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 552 012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 06-23867P

CERTIFICATE *of* COURSE COMPLETION

...ENBERG
...COUNTY
JUN 15 AM 10:04
...COUNTY, TX.
BY _____ DEPUTY

Open Meetings Act

I, **Myra Harris**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 17th day of May, 2006.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 552 012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspect

Certificate No 06-23907M

Texas Cooperative
EXTENSION
The Texas A&M University System

V G YOUNG
Institute of
County
Government

V. G. Young Institute of County Government

Certifies that

Myra Harris

Participated in the

34th Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with
The County Treasurers' Association of Texas
& The Office of Continuing/Distance Education, Texas A&M University

College Station, Texas – March 27-30, 2006

Director, Texas Cooperative Extension

President, County Treasurers' Association of Texas

Director, V G Young Institute of County Government

Extension Program Specialist, V G Young Institute of County Government

JUN 15 AM 10: 01
OF DUTY

Texas Cooperative
EXTENSION
The Texas A&M University System

JUN 15 AM 10:04
COUNTY, TX.
DEPUTY

Institute of
County
Government

V. G. Young Institute of County Government

Certifies that

Myra Harris

attended 4 hours of investment training pursuant to the PUBLIC FUNDS INVESTMENT ACT as part of the

34th Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with
The County Treasurers' Association of Texas &
The Office of Continuing/Distance Education, Texas A&M University

College Station, Texas ♦ March 27-30, 2006

Director, Texas Cooperative Extension

President, Treasurers Association of Texas

Director, V G Young Institute of County Government

Extension Program Specialist, V G Young Institute of County Government

DENBERG
JUN 15 AM 10: 04
COUNTY, TX.
BY DEPUTY

Texas A&M University

Office of Continuing Education
certifies that

Myra Harris

has earned **2.2** Continuing Education Unit(s)
for satisfactory completion of **22** hours
of organized instruction in

33rd Annual County Treasurers' Continuing Education Seminar

April 4, 2005 - April 8, 2005

V. G. Young Institute of County Government

Richard O. Cerny
Activity Director

Elizabeth Tetreault
Office of Continuing Education

June 21, 2005
Date

TEXAS A&M UNIVERSITY 1876

Texas Cooperative
EXTENSION
The Texas A&M University System

JUN 15 AM 10: 04
COUNTY, TX
BY
DEPUTY

The V.G. Young Institute of County Government

Certifies that

Myra Harris

Participated in the

33rd Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with
The County Treasurers' Association of Texas & The Office of Continuing/Distance Education, Texas A&M University

Edward J. Smith
Director, Texas Cooperative Extension

Donna Spieker
President, County Treasurers' Association of Texas

Director, V G. Young Institute of County Government

Stacy Hoefling
Program Specialist, V G Young Institute of County Government

Texas Cooperative
EXTENSION
The Texas A&M University System

JUN 15 AM 10:04
COUNTY, TX.
BY _____ DEPUTY

The V.G. Young Institute of County Government

Certifies That

Myra Harris

attended 10 hours of investment training pursuant to the PUBLIC FUNDS INVESTMENT ACT as part of the

33rd Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with
The County Treasurers' Association of Texas & The Office of Continuing/Distance Education, Texas A&M University

Edward R. Smith
Director, Texas Cooperative Extension

Lidonna Spieker
President, County Treasurers' Association of Texas

Director, V G Young Institute of County Government

Stacy Hoefling
Extension Program Specialist, V G Young Institute of County Government

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Big Sandy ISD, hereinafter referred to as "Big Sandy ISD " Upshur County and Big Sandy ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Big Sandy ISD located in Upshur County.

RESPONSIBILITY OF BIG SANDY ISD.. Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Big Sandy Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done

Upshur County and Big Sandy ISD agree that County road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement

In case anyone or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement

IN WITNESS THEREOF, this Agreement is executed effective the _____ day of _____, 2006, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

COUNTY OF UPSHUR

Dean Fowler, County Judge

James Crittenden, Commissioner, Pct. 1

Lloyd A Crabtree, Commissioner, Pct 3

ATTEST

Robin Rodenberg, Upshur County Clerk

Joe Ferguson, Commissioner, Pct. 2

Gary Drennan, Commissioner, Pct. 4

BIG SANDY ISD.

Big Sandy ISD Superintendent

Board Secretary

INTERLOCAL AGREEMENT

6 JUN 5 AM 10:03
BY
DEPUTY

THIS INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Union Hill ISD, hereinafter referred to as "Union Hill ISD " Upshur County and Union Hill ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Union Hill ISD located in Upshur County

RESPONSIBILITY OF UNION HILL ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Union Hill Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Union Hill ISD agree that County road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement

In case anyone or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS THEREOF, this Agreement is executed effective the 18th day of May, 2006, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original

COUNTY OF UPSHUR

Dean Fowler, County Judge

James Crittenden, Commissioner, Pct 1

Lloyd A. Crabtree, Commissioner, Pct 3

ATTEST:

Robin Rodenberg, Upshur County Clerk

Joe Ferguson, Commissioner, Pct. 2

Gary Drennan, Commissioner, Pct. 4

UNION HILL ISD

Union Hill ISD Superintendent

Board Secretary

INTERLOCAL AGREEMENT

06 JUN 5 PM 10:03
BY _____ DEPUTY, TX

THIS INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and New Diana ISD, hereinafter referred to as "New Diana ISD " Upshur County and New Diana ISD do hereby jointly agree to the following obligations.

RESPONSIBILITY OF UPSHUR COUNTY. Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the New Diana ISD located in Upshur County

RESPONSIBILITY OF NEW DIANA ISD : Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the New Diana Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done

Upshur County and New Diana ISD agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In case anyone or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement

IN WITNESS THEREOF, this Agreement is executed effective the 8 day of May, 2006, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

COUNTY OF UPSHUR

Dean Fowler, County Judge

James Crittenden, Commissioner, Pct. 1

Lloyd A. Crabtree, Commissioner, Pct. 3

ATTEST:

Robin Rodenberg, Upshur County Clerk

Joe Ferguson, Commissioner, Pct 2

Gary Drennan, Commissioner, Pct. 4

NEW DIANA ISD.

New Diana ISD Superintendent

Board Secretary

MUTUAL AID AGREEMENT FOR ANY AND ALL DISASTERS IN UPSHUR COUNTY, TX INCLUDING BUT NOT LIMITED TO EXTREME WILDFIRE THREAT (Dr 1624-TX)

FILED
06 JUN 15 AM 10:33
UPSHUR COUNTY, TX
BY
DEPUTY

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows

1) **Request for aid.** The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatory.

2) **Discretionary rendering of aid.** Rendering of aid is entirely at the discretion of the aiding Signatory The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon received federal funds

3) **Invoice to the Requesting Signatory.** Within 90 days of the Aiding Signatory's return to the home work station, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement

4) **Charges to the Requesting Signatory.** Charges to the Requesting Signatory from the Aiding Signatory shall be as follows.

   a) **Labor force.** Charges for labor force shall be in accordance with the Aiding Signatory's standard practices

   b) **Equipment.** Charges for equipment, including but not limited to, Fire Trucks, Equipments Vans, Suburbans and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location

   c) **Transportation.** The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation

d) **Meals, Lodging and other related expenses.** Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory

5) **Counterparts.** The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counter being deemed an original Agreement, but with all counterparts being considered one agreement.

6) **Execution.** Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date JUNE 15, 2006

DEAN FOWLER, UPSHUR COUNTY JUDGE

JAMES CRITTENDEN, COMMISSIONER PCT. 1

JOE FERGUSON, COMMISSIONER PCT 2

LLOYD CRABTREE, COMMISSIONER PCT 3

GARY DRENNAN, COMMISSIONER PCT.4

Date 5-23-06

R. D CROSS, MAYOR, CITY OF GILMER

Date _____

GLENN BREAZEALE, MAYOR, CITY OF ORE CITY

Date. 5/30/06

SONNY PARSONS, MAYOR, CITY OF BIG SANDY

Date: _____

RONNIE HILL, MAYOR, CITY OF EAST MOUNTAIN

Date: 6/1/06

RANDY SIMCOX, MAYOR, CITY OF UNION GROVE

Date 05-20-06

MIKE MELTON, FIRE CHIEF, GILMER FIRE DEPARTMENT

Date. 5/15/06

BRENT MOSES, FIRE CHIEF, BETTIE VOL FIRE DEPARTMENT

Date: 05-15-06

DENNIS MEDLIN, FIRE CHIEF, EAST MOUNTAIN VOL FIRE DEPARTMENT

Date 5/10/06

JOE POWELL, FIRE CHIEF, LAFAYETTE VOL FIRE DEPARTMENT

Date 5/13/04

Bill Crone

BILL CRONE, FIRE CHIEF, SIMPSONVILLE VOL FIRE DEPARTMENT

Date 5/30/06

CHRIS OVERBY, FIRE CHIEF, BIG SANDY VOL FIRE DEPARTMENT

Date: 05/10/2006

Dale Neighbors

DALE NEIGHBORS, FIRE CHIEF, EWELL VOL FIRE DEPARTMENT

Date 5-15-06

TERRY CONYERS, FIRE CHIEF, GLENWOOD VOL FIRE DEPARTMENT

Date 05/15/06

GEORGE RICHARDS, FIRE CHIEF, NEW MOUNTAIN VOL. FIRE DEPARTMENT

Date 5-13-06

Charles Stegall

CHARLES STEGALL, FIRE CHIEF, PLEASANT GROVE VOL FIRE DEPARTMENT

Date: 5-16-06

Andy Killion

ANDY KILLION, FIRE CHIEF, WEST MOUNTAIN VOL FIRE DEPARTMENT

Date 5-16-06

Kenny Hankins

KENNY HANKINS, FIRE CHIEF, DIANA VOL. FIRE DEPARTMENT

Date 5-13-06

Craig Lambert

CRAIG LAMBERT, FIRE CHIEF, HARMONY VOL FIRE DEPARTMENT

Date 6/1/06

Gaston DeBerry

GASTON DEBERRY, FIRE CHIEF, ORE CITY VOL. FIRE DEPARTMENT

Date. 5-16-06

Charles E Glenn

CHARLES GLENN, PRITCHETT VOL. FIRE DEPARTMENT

Date: 6-2-06

Glenn Breazeale
GLENN BREAZEALE, MAYOR, CITY OF ORE CITY

Date: 5/30/06

Sonny Parsons
SONNY PARSONS, MAYOR, CITY OF BIG SANDY

Date: _____

_____
RONNIE HILL, MAYOR, CITY OF EAST MOUNTAIN

Date: _____

_____
RANDY SIMCOX, MAYOR, CITY OF UNION GROVE

Date: 05-20-06

Mike Melton
MIKE MELTON, FIRE CHIEF, GILMER FIRE DEPARTMENT

Date 5/15/06

Brent Moses
BRENT MOSES, FIRE CHIEF, BETTIE VOL. FIRE DEPARTMENT

Date: 05-15-06

DENNIS MEDLIN, FIRE CHIEF, EAST MOUNTAIN VOL FIRE DEPARTMENT

Date: 5/10/06

Joe Powell
JOE POWELL, FIRE CHIEF, LAFAYETTE VOL. FIRE DEPARTMENT

Date._____

GLENN BREAZEALE, MAYOR, CITY OF ORE CITY

Date: 5/30/06

SONNY PARSONS, MAYOR, CITY OF BIG SANDY

Date: 6/2/06

RONNIE HILL, MAYOR, CITY OF EAST MOUNTAIN

Date._____

RANDY SIMCOX, MAYOR, CITY OF UNION GROVE

Date 05-20-06

MIKE MELTON, FIRE CHIEF, GILMER FIRE DEPARTMENT

Date: 5/15/06

BRENT MOSES, FIRE CHIEF, BETTIE VOL. FIRE DEPARTMENT

Date: 05-15-06

DENNIS MEDLIN, FIRE CHIEF, EAST MOUNTAIN VOL. FIRE DEPARTMENT

Date 5/10/06

JOE POWELL, FIRE CHIEF, LAFAYETTE VOL. FIRE DEPARTMENT

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 14 Jun 2006

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 05/31/06 thru 06/14/06 — PAGE 1

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
141403-APCA		05/31/06	UPSHUR CO CSCD BENEFITS ACCO	$905.82	$905.82	CSCD STATE BENEFITS
141404-APCA		05/31/06	UPSHUR CO CSCD BENEFITS ACCO	$25.54	$25.54	CSCD STATE LIFE INSURANCE
141405-APCA		05/31/06	NATIONWIDE RETIREMENT SOLUTI	$77.21	$77.21	ENTITY#52039 PAYROLL DEDUCTIONS
141406-APCA		05/31/06	FIRST NATIONAL BANK GILMER	$35,225.48	$35,225.48	FICA MEDICARE PAYROLL DEDUCTIONS
141407-APCA		05/31/06	FIRST NATIONAL BANK GILMER	$18,056.38	$18,056.38	WITHHOLDING PAYROLL DEDUCTIONS
141408-APCA		05/31/06	UPSHUR COUNTY IRC/125	$285.93	$285.93	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
141409-APCA		05/31/06	UPSHUR COUNTY IRC/125	$184.65	$184.65	125/AFLAC PAYROLL DEDUCTION
141410-APCA		05/31/06	UPSHUR COUNTY IRC/125	$82.23	$82.23	125/AMERICAN HERITAGE PAYROLL DEDUCTION
141411-APCA		05/31/06	UPSHUR COUNTY IRC/125	$156.62	$156.62	125/TRANSPORT LIFE PAYROLL DEDUCTION.
141412-APCA		05/31/06	UPSHUR COUNTY IRC/125	$252.18	$252.18	125/CENTRAL UNITED PAYROLL DEDUCTION
141413-APCA		05/31/06	UPSHUR COUNTY IRC/125	$5,266.78	$5,266.78	125 DEPENDENT INS PREMIUMS/PAYROLL
141414-APCA		05/31/06	ATTORNEY GENERAL OF TEXAS	$149.00	$149.00	HARRY CROCKETT #98302DR
141415-APCA		05/31/06	POLICE AND FIREMEN'S INS ASS	$158.50	$158.50	#0004212440-2 UP CO SHERIFF DEPT
141416-APCA		05/31/06	UPSHUR COUNTY INSURANCE ACCO	$854.31	$854.31	DEPENDENT INS PREMIUMS/PAYROLL
141417-APCA		05/31/06	TXCSDU	$88.00	$88.00	ND05932949/STANLEY
141418-APCA		05/31/06	OFFICE OF THE ATTORNEY GENER	$112.50	$112.50	MITCHAEL JONES
141419-APCA		05/31/06	TEXAS CHILD SUPPORT DISBURSE	$150.00	$150.00	JAMES PAGE
141420-APCA		05/31/06	OFFICE OF THE ATTORNEY GENER	$112.50	$112.50	MITCHAEL JONES
141421-APCA		05/31/06	TXSDU	$90.00	$90.00	ANDREW MULLINS
141422-APCA		05/31/06	OFFICE OF THE ATTORNEY GENER	$100.00	$100.00	T J MILES
141423-APCA		05/31/06	SHARON KEMP #0539655371	$130.00	$130.00	EARL BECK
141424-APCA		05/31/06	TEXAS COUNTY & DISTRICT RETI	$75,870.57	$75,870.57	UNIT#329 MONTHLY REPORT
141425-APCA		05/31/06	STANDING CHAPTER THIRTEEN TR	$115.00	$115.00	CASE#04-20199 DERONDA CAIN
141426-APCA		05/31/06	STANDING CHAPTER 13 TRUSTEE	$324.00	$324.00	CASE#04-20530 CYNTHIA FROST
141427-APCA		05/31/06	TG	$208.50	$208.50	WAGE WITHHOLDING PAYMENT
141428-APCA		05/31/06	VALIC	$455.00	$455.00	PAYROLL DEDUCTIONS

Check #	MC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
141429-APCA		05/31/06	VERITY NATIONAL GROUP	$1,755 35	$1,755 35	125 PLAN-MEDICAL SPENDING ACCOUNT
141430-APCA		05/31/06	VERITY NATIONAL GROUP	$208 00	$208 00	125 CHILD CARE EXPENSES
141431-APCA		05/31/06	ABLE PLUMBING	$2,663 00	$2,663 00	CO BLDG-LABOR/MATERIALS
141432-APCA		05/31/06	ACCU-CHEM LABORATORIES	$356 00	$356 00	CCP-#U985 INV#539627&29;#539815&17
141433-APCA		05/31/06	AFLAC	$465 54	$465 54	05/31/06 #S5217 PAYROLL DEDUCTIONS
141434-APCA		05/31/06	ALLTEL	$179 49	$4 42	TELE COMM-#010778716123/5/22/06 BILLING
					$1 58	TELE COMM-#010167349123/5/22/06 BILLING
					$5 29	TELE COMM-#010445713123/5/22/06 BILLING
					$168 20	TELE COMM-#010721812123/5/22/06 BILLING
141435-APCA		05/31/06	ALLTEL	$743 60	$328 31	R&B-#GM263HT/5/09/06 BILLING
					$241 46	D A-#GM02648/5/09/06 BILLING
					$12 27	JP#4-#GM00999/5/09/06 BILLING
					$27 97	911-#GM27HWZ/5/09/06 BILLING
					$72 28	SUP&CCP-#GM00318 05/09/06
					$61 31	JUV PROB-#GM00626 05/09/06
141436-APCA		05/31/06	AMERICAN HERITAGE LIFE INSUR	$138 62	$138 62	05/31/06 #47937 PAYROLL DEDUCTIONS
141437-APCA		05/31/06	ANIMAL HOSP	$144 50	$144 50	D A-VICKIE ROWIN/HBT CK RESTITUTION
141438-APCA		05/31/06	ANTHONY BETTERTON	$104 00	$104 00	CO JAIL-REIMBURSE MEALS/4 DAYS
141439-APCA		05/31/06	ARAMARK UNIFORM SERVICES INC	$992 73	$92 58	R&B-#20491001/UNIFORM SERVICE
					$38 75	R&B-#18713001/UNIFORM SERVICE
					$102 16	R&B-#18717001/UNIFORM SERVICE
					$69 29	R&B-#20490001/UNIFORM SERVICE
					$44 83	R&B-#18713001/UNIFORM SERVICE
					$136 15	R&B-#18717001/UNIFORM SERVICE
					$48 87	R&B-#20491001/UNIFORM SERVICE
					$48 06	R&B-#20490001/UNIFORM SERVICE
					$39 86	R&B-#18713001/UNIFORM SERVICE
					$73 50	R&B-#18717001/UNIFORM SERVICE
					$47 63	R&B-#20491001/UNIFORM SERVICE
					$46 82	R&B-#20490001/UNIFORM SERVICE
					$38 75	R&B-#18713001/UNIFORM SERVICE
					$117 85	R&B-#18717001/UNIFORM SERVICE
					$47 63	R&B-#20491001/UNIFORM SERVICE
141440-APCA		05/31/06	AT&T	$3 34	$3 34	D JUDGE-#2141062236218O/5/010/6 BILLING
141441-APCA		05/31/06	AUDIO EDITIONS	$206 21	$206 21	CO LIB-#102258/10 CDS; SHIPPING
141442-APCA		05/31/06	AZLEWAY INC	$2,466 60	$2,466 60	JUV PROB-SECURE PLACEMENT 04/01-30/06
141443-APCA		05/31/06	BARRY CLARK WALLACE	$4,200 00	$350 00	D CT-#13,856/MISTY JEAN MOORE BANKS

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$350 00	D CT-WILLIE PARKEY
				$350 00	D CT-#177-04/I-I-D-HODGE CHILDREN
				$350 00	D CT-#693-05/I-I-D-FLUELLEN CHILDREN
				$350.00	D.CT-#04-06/I-I-D-J G
				$350.00	D.CT-#197-06/I-I-D-WEISS CHILDREN
				$350.00	D.CT-#217-05/I-I-D-CARPENTER CHILDREN
				$350 00	D CT-#509-04/I-I-D-GOODSON CHILDREN
				$350 00	D CT-#810-02/I-I-D-D T
				$350 00	D CT-#767-05/I-I-D-K B
				$350.00	D.CT-#453-05/I-I-D-STENSON CHILDREN
				$350.00	D.CT-#443-04/I-I-D-M.F.
141444-APCA	05/31/06	BAXTER SALES CO INC	$1,187 82	$566 79	CO JAIL-#101873/JANITORIAL SUPPLIES
				$597 15	CO JAIL-#101873/JANITORIAL SUPPLIES
				$23 88	CO JAIL-#101873/BOWL BRUSHES
141445-APCA	05/31/06	BEHAVORIAL INTERVENTION SER	$2,345 00	$965.00	JUV.PROB-GROUP THERAPY INV#91
				$1,380.00	JUV PROB-GROUP THERAPY 05/23/06 BILLING
141446-APCA	05/31/06	BISHOP & BISHOP P C	$1,050 00	$350 00	D CT-#241-06/I-I-D-S M C
				$350 00	D CT-#810-02/I-I-D-D T
				$350 00	D.CT-#453-05/I-I-D-STEPHENS.CHILDREN
141447-APCA	05/31/06	BLACKFOX HANDCRAFTED FURNITU	$682.24	$682.24	CO LIB-2 BOOKCASES
141448-APCA	05/31/06	BOBBY SANDERS	$104 00	$104 00	CO JAIL-REIMBURSE 4 DAYS MEALS
141449-APCA	05/31/06	BOUND TO STAY BOUND BOOKS IN	$48 88	$48 88	CO.LIB-#43372000/5 BOOKS
141450-APCA	05/31/06	BRIAN HILL	$108 72	$108 72	EXT-REIMBURSE/315 MI.@ $.315,MEALS-4/26-5/18/06
141451-APCA	05/31/06	BROOKSHIRES	$110 00	$55 00	D A-TAMMY FLETCHER/HOT CK RESTITUTION
				$55 00	D A-TONIA EPPS/HOT CK.RESTITUTION
141452-APCA	05/31/06	BROOKSHIRES	$10 00	$10.00	JP#2-JOSIE GONZALES,HC98-1280J2
141453-APCA	05/31/06	BRYAN & BRYAN	$79,405 20	$8,631 00	R&B-ROAD OIL/6,300 GALL @ $1 37
				$11,508 00	R&B-ROAD OIL/4,200 GALL @ $1 37
				$18,700 50	R&B-ROAD OIL/13,650 GALL @ $1.37
				$21,577 50	R&B-ROAD OIL-15,750 GALL @ $1 37
				$18,988 20	R&B-ROAD OIL/13,860 GALL @ $1.37
141454-APCA	05/31/06	BULFINCH CUSTODIAL SERVICE I	$3,999 00	$3,999 00	MAY'06 JANITORIAL CONTRACT
141455-APCA	05/31/06	CALCO INCORPORATED	$1,012 59	$562.89	R&B-BOMAG PARTS,FREIGHT
				$449 70	R&B-TINES
141456-APCA	05/31/06	CARD SERVICE CENTER	$135 60	$135 60	D A-#4707123168100590 05/15/06
141457-APCA	05/31/06	CARD SERVICE CENTER	$341 52	$341 52	CO S-#4229743460002787 05/02/06

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141458-APCA		05/31/06	CARD SERVICE CENTER	$1,168 25	$362 28	SUP-#4707123168100533 05/02/06
					$128 27	SUP-#4707123168100558 05/02/06
					$612 80	SUP-#4707123168100384 05/02/06
					$39 00	SUP-#4707123168100541 05/10/06
					$25 90	SUP-#4707123168100525 05/10/06
141459-APCA		05/31/06	CDCAT CONFERENCE 2006	$275 00	$275 00	D CLK-REGIST/CAROYLN BULLOCK, DIST CLERK(JUNE 25-29'06 CONF@LONGVIEW TX)
141460-APCA		05/31/06	CENTERPOINT ENERGY	$1,521 35	$1,390 21	J CTR-#26800813/5/16/06 BILLING
					$51 87	CO BLDG-#27403856/5/17/06 BILLING
					$16 76	CO LIB-#27790708/5/18/06 BILLING
					$62 51	TAX-#27065747/-4/19-5/16/06 SERVICE
141461-APCA		05/31/06	CHARLIE YOUNG	$65 28	$65 28	CONST#3-25 GALS GASOLINE
141462-APCA		05/31/06	CHASE MULLINS	$17 52	$17 52	CO S-REIMBURSE MEALS
141463-APCA		05/31/06	CHEROKEE COUNTY	$1,251 00	$367 00	CO CT-MI#33,404/COMMIT TO RUSK
					$100 00	CO CT-MI#33,491/RUSK HOSPITAL-MEDICATION
					$417 00	CO CT-MI#33,482/COMMIT TO RUSK
					$367 00	CO CT-#MI#33,491/COMMIT TO RUSK
141464-APCA		05/31/06	CHINA BOOKS & PERIODICALS, I	$167 33	$167 33	CO LIB-10 BOOKS;SHIPPING
141465-APCA		05/31/06	CHRIS MCCAULEY	$21 05	$21 05	CO S-REIMBURSE/2 MEALS
141466-APCA		05/31/06	CITY OF GILMER	$5,221 37	$83 06	ROCK BLDG-#1330410000/-3/30-4/29/06 SERVCICE
					$886 53	COURTHOUSE-#1327400000/-3/30-4/29/06 SERVICE
					$25 00	CO BLDG-#1217100000/-3/30-4/29/06 SERVICE
					$12 50	CO BLDG-#1222900000/-3/30-4/29/06 SERVICE
					$80 20	TAX-#1215100000/-3/30-4/29/06 SERVICE
					$4,077 18	J CTR-#0106750000-3/30-4/29/06 SERVICE
					$25 00	911-#0107605000-3/30-4/29/06 SERVICE
					$31 90	CO LIB-#0309820000/-6/30-4/29/06 SERVICE
141467-APCA		05/31/06	CLERK, SUPREME COURT	$470 00	$470 00	D A-M FETTER; T CARIKER/BAR DUES
141468-APCA		05/31/06	CMRS-FP	$2,000 00	$2,000 00	CO TAX-POSTAGE FOR 05/06 DELINQ TAX STATEMENTS
141469-APCA		05/31/06	CONSECO HEALTH INSURANCE CO	$313 20	$313 20	05/31/06 #46512 PAYROLL DEDUCTIONS
141470-APCA		05/31/06	CROLEY FUNERAL HOME	$565 00	$245 00	JP#1-CHARLES L PARSLEY/POUCH, TRANS TO TYLER
					$320 00	JP#1-WILLIAM BECKWORTH/POUCH, TRANS TO TYLER
141471-APCA		05/31/06	DAVID W. BULLER M D	$1,000 00	$1,000 00	MAY'06 CNTRACTED MEDICAL SERVICES
141472-APCA		05/31/06	DEAN'S SMALL ENGINE	$80 00	$80 00	CCP-INV#329027 PARTS & LABOR
141473-APCA		05/31/06	DEANNA DRENNAN	$3,655 00	$1,630 00	D CT-#13,853/PREPARATION COST

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				$2,025 00	D CT-#13,892/PREPARATION COST
141474-APCA	05/31/06	DEBBIE SATCHER	$90 00	$90 00	JUV PROB-TRAINING/L HERDAN & J HILL
141475-APCA	05/31/06	DENISE BERRY	$49 14	$49.14	SUP-REIMBURSE/156mi@.315ea 05/06
141476-APCA	05/31/06	DENTRUST DENTAL	$1,680 00	$1,680 00	CO JAIL-SERVICE-4/01-30/06
141477-APCA	05/31/06	DIAMOND D LUBE +	$47 00	$23 50	CO S-UNIT#2218/OIL CHANGE
				$23.50	CO S-UNIT#2245/OIL CHANGE
141478-APCA	05/31/06	DRUG'S CHEVRON	$110 07	$110 07	JUV.PROB-R#4906&4544 GAS
141479-APCA	05/31/06	DWIGHT A BRANNON	$3,000 00	$350 00	D CT-#12,075/MICHAEL RUTH MCCUGH
				$350 00	D CT-#12,333/EVELYN ANN WAXLER
				$350.00	D.CT-#13,760/JESSIE TRUMAN DUNN
				$550.00	D.CT-#13,995/SCOTT HALL SMITH
				$350.00	D.CT-#241-06/I-I-D-S.M.C.
				$350 00	D CT-#217-05/I-I-D-CARPENTER CHILDREN
				$350 00	D CT-#42-00/I-I-D-W D L
				$350 00	D CT-#443-04/I-I-D-M F
141480-APCA	05/31/06	ECONOMY AUTO SUPPLY INC.	$853 16	$6.18	R&B-CAP,LOC TITE
				$5.98	R&B-2 OIL FILTERS
				$11 94	R&B-PLUGS
				$305 47	R&B-HOSE/FITTINGS
				$406 36	R&B-COMPRESSOR, FRT CHG
				$117.23	R&B-BRAKE SHOES, OIL BATH SEAL
141481-APCA	05/31/06	ETMC GILMER	$2,850 69	$292 49	CO JAIL-FRANKLIN JONES/5/02/06 MEDICAL
				$128 61	CO JAIL-JOYCE WADE/5/02/06 MEDICAL
				$42 08	CO JAIL-CLARENCE E WILLIAMS/5/05/06 MEDICAL
				$1,907 93	CO JAIL-FRANKLIN JONES/4/28/06 MEDICAL
				$92.74	INDIG-MARY A.DAVIS/5/09/06 MEDICAL
				$386 84	CO.JAIL-RAYMOND JONES/5/03/06 MEDICAL
141482-APCA	05/31/06	EXPRESS LUBE DBA	$22 95	$22 95	CO S-UNIT#2223/OIL CHANGE
141483-APCA	05/31/06	EXXONMOBIL FLEET/GECC	$370 55	$370 55	CO S-#3699357285/GASOLINE
141484-APCA	05/31/06	FANNIN FARM EQUIPMENT	$14.50	$14.50	R&B-OXYGEN
141485-APCA	05/31/06	FEDEX	$39 87	$15 55	D A-SHIPMENT TO TEXARKANA
				$24 32	CO JAIL-#171613256/SHIPMENT TO HUNTSVILLE
141486-APCA	05/31/06	FOCUS ON YOUTH SEMINAR,ETCAD	$70 00	$70 00	JUV.PROB-REGIST/LORIE HERNDON&SANDRA EDWARDS
141487-APCA	05/31/06	GATEWAY BUSINESS	$1,324 28	$1,324 28	COMPUTER-#17675007/COMPUTER
141488-APCA	05/31/06	GEORGE P BANE INC	$842 61	$89 98	R&B-#91938/SPEEDI-SLEEVE,FREIGHT
				$367 84	R&B-#91938/MOWER PARTS

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				$377.25	R&B-#90938/MOWER PARTS
				$153.94	R&B-PINS
				$146.40cr	R&B-#91938/CREDIT ON ADAPTER
141489-APCA	05/31/06	GILMER CABLE TV CO. INC.	$432.80	$421.00	NON DEPT-#15446/5/25/06 BILLING
				$11.80	NON DEPT-#19305/5/25/06 BILLING
141490-APCA	05/31/06	GILMER DISCOUNT TIRE	$42.50	$42.50	CO S-UNIT#2246/ALIGNMENT
141491-APCA	05/31/06	GILMER DRUG COMPANY	$9,544.17	$9,544.17	CO JAIL-PRESCRIPTIONS-4/03-28/06
141492-APCA	05/31/06	GILMER OFFICE CENTER	$184.50	$184.50	CO JAIL-OFFICE SUPPLIES
141493-APCA	05/31/06	GOOD SHEPHERD MED CTR ACU	$1,025.84	$1,025.84	INDIG-NATHANIEL HOLLIS/5/16/06 MEDICAL
141494-APCA	05/31/06	GOOD SHEPHERD PHYSICIAN SERV	$79.59	$79.59	INDIG-NATHANIEL HOLLIS/5/16/06 MEDICAL
141495-APCA	05/31/06	GRAINGER	$38.48	$38.48	CO.BLDG-#805131711/RELAYS FOR JAIL BOARD
141496-APCA	05/31/06	GREGG COUNTY TREASURY	$3,360.00	$3,360.00	JUV PROB-INV#339 DETENTION 04/06
141497-APCA	05/31/06	GRIFFITH LAW FIRM, PC	$350.00	$350.00	D CT-#98-06/I-I-B-K.C
141498-APCA	05/31/06	H&D HARDWARE & AUTOMOTIVE IN	$341.60	$15.18	R&B-GLOVES
				$6.89	CO BLDG-DRILL BIT,SCREWS
				$22.42	CO BLDG-PARTS
				$139.99	CO BLDG-HAND HELD BLOWER
				$13.30	R&B-2 KEYS,TARP STRAPS,GLOVES
				$23.38	CO.BLDG-2 BALLASTS
				$15.78	CO.BLDG-PLIERS,SWITCH
				$37.99	R&B-TUBE/BOOT/NUTS
				$9.49	R&B-WASHERS,SCREWS
				$14.14	R&B-RELAY,GLOVES
				$9.89	R&B-MAIL BOX
				$6.00	R&B-HAVOC POISON
				$1.90	CO.BLDG-WASHER
				$7.18	R&B-GLOVES
				$18.07	R&B-POISON,ORANGE ROLL,GLOVES
141499-APCA	05/31/06	HARRISON CO.JUVENILE	$1,560.00	$1,560.00	JUV.PROB-SECURE PLACEMENT-04/01-24/06
141500-APCA	05/31/06	HOLT CAT	$969.68	$933.30	R&B-BULLETS FOR RECLAIMER
				$36.38	R&B-#1228190/2 STRAPS,4 BOLTS
141501-APCA	05/31/06	INGRAM BOOK CO	$899.51	$789.85	CO -LIB-#2083975/72 BOOKS
				$48.55	CO.LIB-#2083975/5 BOOKS,SHIPPING
				$61.11	CO.LIB-#2083975/4 BOOKS
141502-APCA	05/31/06	JESSICA HILL	$440.93	$440.93	JUV PROB-REIMBURSE/585mi@.405ea;MEALS 04/27/06-05/05/06

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141503-APCA		05/31/06	JILL ANN MCCAULEY	$130 00	$130 00	CO JAIL-REIMBURSE 5 DAYS MEALS
141504-APCA		05/31/06	JIMMY CAUGHRON	$12 60	$12 60	ELECTIONS-REIMBURSE 40 MI @ $ 315
141505-APCA		05/31/06	JOHN W. MOORE	$700 00	$350.00	D. CT-#14,032/HEATHER ROGERS
					$350.00	D. CT-#13,328/CURTIS TOOM
141506-APCA		05/31/06	JOTTO DESK	$1,756 58	$1,756 58	CO S-VEHICLE EQUIPMENT
141507-APCA		05/31/06	JR'S OF DIANA	$183 26	$183.26	D. A-CHRIS REID/HOT CK. RESTITUTION
141508-APCA		05/31/06	KILGORE COLLEGE	$60 00	$60 00	CO. S-R. ELLIOTT; A. TAYLOR; D. THOMPSON/-5/04-07/0 6 TUITION
141509-APCA		05/31/06	LAUREN PARISH	$400 00	$400 00	MAY'06 JUVENILE PROBATION BOARD
141510-APCA		05/31/06	LINEBARGER HEARD GOGGAN BLAI	$4,859 93	$4,859.93	CO. TAX-APRIL'06 DELINQUENT TAX ATTY
141511-APCA		05/31/06	LONGVIEW GLASS CO	$2,047 75	$93 75	CO BLDG-GLASS FOR PORTER BLDG
					$1,954 00	CO BLDG-DOORS FOR ROCK BLDG
141512-APCA		05/31/06	MANHATTAN INSURANCE GROUP	$611 76	$611 76	05/31/06 #4269 PAYROLL DEDUCTIONS
141513-APCA		05/31/06	MATTHEW PATTON	$2,450 00	$350 00	D. CT-#12,840/RICHARD DWIGHT LAFFIN
					$350 00	D CT-#13,944/JAMES LEE BENNEFIELD
					$350 00	D CT-#13,829/ARAM L GOODWIN
					$350 00	D CT-#04-06/I-I-D-J G
					$350.00	D. CT-#285-02/I-I-D-BOWENS CHILDREN
					$350.00	D. CT-#175-05/I-I-D-S.M.
					$350 00	D. CT-#767-05/I-I-D-K.B
141514-APCA		05/31/06	MED SHOP PHARMACY	$24 39	$24 39	CO JAIL-EARNEST BEALL/PRESCRIPTION
141515-APCA		05/31/06	MEDICAL WHOLESALE INC	$1,221 42	$934.76	CO JAIL-#3047/MEDICAL SUPPLIES
					$286.66	CO. JAIL-#3047/MEDICAL SUPPLIES
141516-APCA		05/31/06	MELANIE BASKERVILLE	$4 86	$4 86	CO JAIL-REIMBURSE /MEAL
141517-APCA		05/31/06	MICHAEL MARTIN ATTY	$2,800 00	$350 00	CO CT-#27,319/NICHOLAS D CARTER
					$350 00	D CT-#693-05/I-I-D-FLUELLEN CHILDREN
					$350.00	D CT-#4-06/I-I-D-J.G.
					$350.00	D. CT-#175-05/I-I-D-S.M.
					$350 00	D CT-#197-06/I-I-D-WIESS CHILDREN
					$350 00	D CT-#241-06/I-I-D-S M C
					$350 00	D CT-#453-05/I-I-D-STENSON CHILDREN
					$350.00	D. CT-#443-04/I-I-D-M F.
141518-APCA		05/31/06	MICHEAL SMITH	$928 87	$928.87	TAX-TACA CONFERENCE(HOTEL/MILEAGE/MEALS)
141519-APCA		05/31/06	MIDWAY TRUCK STOP	$689 05	$689 05	D A-BERNIE COX/HOT CK RESTITUTION

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141520-APCA		05/31/06	MIDWEST TAPE	$175.87	$175.87	CO LIB-#75644/13 DVDS
141521-APCA		05/31/06	MIKE CRAIG FORD MERCURY	$49.80	$49.80	CONST#3-BATTERY TERMINALS
141522-APCA		05/31/06	MILTON WYLIE	$624.37	$624.37	JUV.PROB-REIMBURSE/1334mi@.405ea;MEALS 04/06
141523-APCA		05/31/06	MUSIC MOUNTAIN WATER CO	$45.95	$45.95	TAX-#18700100/4/30/06 BILLING
141524-APCA		05/31/06	MYRA HARRIS	$130.00	$130.00	CO TREAS-PER DIEM/5 DAYS(CIO SCHOOL@GALVESTON)
141525-APCA		05/31/06	NARDIS INSTITUTIONAL SUPPLY	$176.52	$176.52	CO JAIL-TOWELS;WASHCLOTHS;SHEETS
141526-APCA		05/31/06	NATIONAL FAMILY CARE	$698.10	$698.10	05/31/06 #3152 PAYROLL DEDUCTIONS
141527-APCA		05/31/06	NEAL SCHUMAN PUBLISHERS	$269.45	$269.45	CO.LIB-#47242/4 BOOKS,SHIPPING
141528-APCA		05/31/06	O.W. LOYD II	$700.00	$350.00	D CT-#13,902/TRACY ELBERT QUINN
					$350.00	D CT-#13,985/TRACY D WINNETT
141529-APCA		05/31/06	OLMSTED-KIRK PAPER COMPANY	$20.00	$20.00	CO BLDG-#32479/CUP DISPENSER
141530-APCA		05/31/06	PATRICIA HARRISON	$235.00	$235.00	CO.CT-COURT REPORTING 5/16/06
141531-APCA		05/31/06	PAULA GENTRY	$100.00	$50.00	APRIL'06 JP#3 BLDG CLEANED
					$50.00	MAY'06 JP#3 BLDG CLEANED
141532-APCA		05/31/06	PAULA GENTRY	$75.91	$75.91	TAX REIMBURSE 241 MI @ $.315/17 TRIPS
141533-APCA		05/31/06	PETE&WILLIE'S MINI STORAGE	$120.00	$120.00	CO S-MINI STORAGE RENTAL
141534-APCA		05/31/06	PETROLEUM TRADERS CORP	$19,488.64	$9,743.10	R&B-#210052/DIESEL,LOADING
					$9,745.54	R&B-#210052/DIESEL,LOADING
141535-APCA		05/31/06	PHILPOTT MOTORS, LTD	$20,405.90	$20,405.90	CO.S-2006 CROWN VIC S#SFAFP71W36X145809
141536-APCA		05/31/06	PRINTING SPOT	$78.00	$78.00	CO S-BUSINESS CARDS/RANDALL NORRED
141537-APCA		05/31/06	PRO SALES & SERVICE	$30.32	$30.32	R&B-SEALS ON INJECTOR PUMP
141538-APCA		05/31/06	PROFESSIONAL TECHNICAL ASSIS	$1,035.50	$505.00	CONST#3-RADIO
					$530.50	CO JAIL-RADIO,ASSESORIES
141539-APCA		05/31/06	PUBLIC SAFETY CENTER, INC	$208.21	$208.21	CO S-SABRE RED,SHIPPING
141540-APCA		05/31/06	QUILL CORPORATION	$1,602.02	$663.33	COMPUTER-#857133/OFFICE SUPPLIES
					$28.99	COMPUTER-#857133/FILE JACKET
					$19.65	COMPUTER-#857133/EXPANDING POCKETS
					$350.20	CO S-#4091316/OFFICE SUPPLIES
					$539.85	SUP-#49034 INV#6957744 05/17/06

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141541-APCA		05/31/06	REALLY GOOD STUFF, INC	$355 87	$355 87	CO LIB-#7874673/EASEL,FLOOR CUSHION,SHIPPING
141542-APCA		05/31/06	RELIABLE OFFICE SUPPLIES	$144 72	$144 72	CO LIB-#190372/OFFICE SUPPLIES
141543-APCA		05/31/06	RICK BROWN	$165 00	$80.00	R&B-FLAT REPAIR/SPARE ON GRADER
					$40.00	R&B-SERVICE CALL;FLAT REPAIR
					$45 00	R&B-SERVICE CALL;TIRE MOUNT
141544-APCA		05/31/06	ROBERT BENNETT & ASSOC	$700 00	$350 00	D CT-#13,942/TAWANA PETTY
					$350 00	D CT-#42-00/I-I-D-G.L.
141545-APCA		05/31/06	ROBERT LEE COLE JR	$700 00	$350.00	D CT-#13,878/AUSTIN SCOTT JACKSON
					$350 00	D CT-#13,445/GREGORY DENNIS NICKELBUR
141546-APCA		05/31/06	ROBIN RODENBERG	$93 55	$93 55	ELECTIONS-REIMBURSE 297 MI @ $.3105-4/28-5/13/06
141547-APCA		05/31/06	ROCHELLE WIGGINS	$147 03	$147 03	EXT-REIMBURSE MEALS;445 MI.@ $.315
141548-APCA		05/31/06	RON AVEY	$519 16	$519 16	JUV PROB-REIMBURSE/1193mi@ 405ea,MEALS 05/17/06
141549-APCA		05/31/06	SAM HOUSTON STATE UNIVERSITY	$300 00	$300 00	CO.S-F.FITZGERALD,R.WARREN/-5/31-6/01/06 TRAINING
141550-APCA		05/31/06	SAM'S CLUB	$302 40	$302 40	CO TAX-#7715090097174296 05/08/06
141551-APCA		05/31/06	SANDRA EDWARDS	$457 08	$457 08	JUV.PROB-REIMBURSE/1128.6mi@.405ea 05/22/06
141552-APCA		05/31/06	SARAH B WHITE	$700 00	$350.00	D.CT-#767-05/I-I-D-K.B
					$350 00	D CT-#175-05/I-I-D-S M
141553-APCA		05/31/06	SAV-ON OFFICE SUPPLY INC	$1 514 21	$8 99	JUV PROB-(1)bx PROTECTOR SHEETS
					$15 87	CO CLK-ENVELOPES
					$5.29	CO.CLK-ENVELOPES
					$12.38	CO.CLK-OFFICE SUPPLIES
					$5 99	CO S-BINDER CLIPS
					$4 99	R&B-LEGAL PAD
					$113 40	D CT-TAPES
					$17 81	CO.CLK-OFFICE SUPPLIES
					$65 88	JP#2-OFFICE SUPPLIES
					$309.48	EXT-OFFICE SUPPLIES
					$25 97	EXT-PAPER;PENS
					$172 42	JP#4-OFFICE SUPPLIES
					$50 97	D CT-OFFICE SUPPLIES
					$146 18	CO.CT-OFFICE SUPPLIES
					$230.99	CO.CT-OFFICE SUPPLIES
					$15 00	COMM.CT-PENS
					$103 14	SUP-INV#2862659;2873248;2873361 SUPPLIES
					$26 28	EXT-TAPE,PAPER
					$2 97	EXT-CD CASE

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$174.23	D A-OFFICE SUPPLIES
				$5.99	D A-PAPER
141554-APCA	05/31/06	SEASON OF HARVEST	$41.00	$41.00	CO LIB-BOOKS/SHIPPING
141555-APCA	05/31/06	SMITH OIL COMPANY	$1,265.48	$819.48	R&B-OIL, GREASE; BATTERIES/FEES
				$446.00	R&B-BATTERIES; BATTERY FEES; 5 GAL WATER COOLERS, 5 GAL HYD OIL
141556-APCA	05/31/06	SOUTHEAST TEXAS FORENSIC CEN	$3,000.00	$1,500.00	JP#1-THADDEUS MARTIN CLARK, JR. /AUTOPSY
				$1,500.00	JP#1-WILLIAM BECKWITH/AUTOPSY
141557-APCA	05/31/06	SOUTHWESTERN ELECTRIC POWER	$1,233.85	$57.96	PORTER BLDG-#96787996203/-4/07-5/05/06 SERVICE
				$271.34	CO BLDG-#96951098308/-4/10-5/10/06 SERVICE
				$714.52	CO. LIB-#96918788306/-4/10-5/10/06 SERVICE
				$65.38	ROCK. BLDG-#96924788308/-4/10-5/10/06 SERVICE
				$124.45	JP#3-#96404752002/-4/20-5/20/06 SERVICE
141558-APCA	05/31/06	STATE BAR OF TEXAS	$615.00	$615.00	D A-MICHAEL FETTER/SEMINAR
141559-APCA	05/31/06	SUSAN WALTON	$67.66	$67.66	ELECTIONS-214.6 MI.@ $ 315/EARLY VOTING
141560-APCA	05/31/06	SWORD CO	$317.00	$317.00	CO. BLDG-KEYS FOR PORTER BLDG
141561-APCA	05/31/06	TAC RISK MANAGEMENT POOL	$148,459.00	$108,486.00	#2300/LAW ENFORCEMENT LIABILITY 03/29/06-03/29/07
				$39,973.00	#2300/PUBLIC OFFICIALS LIABILITY 03/29/06-03/29/07
141562-APCA	05/31/06	TERRY CARTER	$17.30	$17.30	CO S-REIMBURSE 2 MEALS
141563-APCA	05/31/06	TEXAS JUSTICE COURT TRAINING	$25.00	$25.00	JP#3-REGIST/CAROLYN PERRY, JP#3
141564-APCA	05/31/06	TEXAS PARKS & WIDLIFE	$333.20	$333.20	JP#3-JAMES HAMILTON VICK/#CR05-043J3; 044J3; 044AJ3
141565-APCA	05/31/06	TEXAS SCHOOL SAFETY CENTER	$275.00	$275.00	JUV PROB-REGISTRATION/JOE DANIELS, '06 ANNUAL TX SCHOOL-BASED LAW ENFORCEMENT 06/04-07/06
141566-APCA	05/31/06	TEXAS STATE GENEALOGICAL SOC	$105.25	$105.25	CO. LIB-3 BOOKS, SHIPPING
141567-APCA	05/31/06	TEXAS TECH UNIVERSITY PRESS	$262.25	$262.25	CO LIB-#36090/18 BOOKS & PAPERS
141568-APCA	05/31/06	TEXAS TRAUMA & EMERGENCY CA	$244.12	$113.56	CO JAIL-RAYMOND JONES/5/03/06 MEDICAL
				$130.56	CO JAIL-FRANKLIN JONES/4/28/06 MEDICAL
141569-APCA	05/31/06	THE H.W WILSON COMPANY	$236.00	$236.00	CO LIB-#42492/CATALOG-03-06 02-10/SHIPPING
141570-APCA	05/31/06	THE LIBRARY CORPORATION	$9,702.00	$9,702.00	CO LIB-#911067/-SEPT 06-AUG 07 SUPPORT

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
141571-APCA		05/31/06	THE LOGO	$400.00	$400.00	JUNE'06 RENT
141572-APCA		05/31/06	THE ROTARY CLUB OF GILMER	$100.00	$100.00	TAX-3 FLAGS/2006-2007
141573-APCA		05/31/06	THE VIDEO STORE SHOPPER	$131.54	$131.54	CO.LIB-#435001/SIDEWALK SIGN,SHIPPING
141574-APCA		05/31/06	TIM CARIKER	$257.85	$237.20	D.A-REIMBURSE/750 MI @ $.315
					$20.65	NON DEPT-REIMBURSE/EXPRESS MAIL
141575-APCA		05/31/06	TIM CONE	$1,050.00	$350.00	D.CT-#13,913-14/KATHLEEN JAMAR
					$350.00	D.CT-#14,053/NATHAN BRAD ATCHLEY
					$350.00	D.CT-#13,934/TAMELA MCCELLON
141576-APCA		05/31/06	TODD TEFTELLER	$350.00	$350.00	D CT-#217-05/I-I-O-CARPENTER CHILDREN
141577-APCA		05/31/06	TONERLAND CORP/TLC CORP	$140.00	$140.00	CO.CLK-#LC564/LABOR
141578-APCA		05/31/06	TRIUMPH	$234.49	$234.49	R&B-#1515191/5/22/06 BILLING
141579-APCA		05/31/06	TYLER UNIFORM CO INC	$230.29	$35.00	CO S-2 PR PANTS/C MCCAULEY
					$105.00	CO S-6 PR PANTS/W DAVIS,STRACENER
					$30.37	CO JAIL-#UPS2010/SEW SGT.STRIPES
					$59.92	CO.S-3 PR.PANTS/T CARTER
141580-APCA		05/31/06	U S FOOD SERVICE	$8,118.10	$2,869.91	CO JAIL-#93586865/ASSORTED FOODS
					$2,548.75	CO JAIL-#93586865/ASSORTED FOODS
					$2,699.44	CO JAIL-#93586865/ASSORTED FOODS
141581-APCA		05/31/06	UNIVERSITY OF TEXAS AT AUSTI	$150.00	$150.00	SUP-REGISTRATION/ROYCE L. HUDGINS III
141582-APCA		05/31/06	UPSHUR COUNTY CSCD	$436.00	$436.00	JUV PROB-UA'S 12/20/05-04/25/06(ACCU CHEM)
141583-APCA		05/31/06	UPSHUR COUNTY JUVENILE PROBA	$274.54	$65.09	JUV PROB-OFFICE SUPPLIES(US BANK CARD)
					$96.13	JUV PROB-REIMBURSE/TRAVEL,TRAINING(US BANK CARD)
					$76.77	JUV.PROB-REIMBURSE/TRAVEL(CARD SERVICE)
					$36.55	JUV PROB-REIMBURSE/OFFICE SUPPLIES(CARD SERVICE)
141584-APCA		05/31/06	UPSHUR RURAL ELECTRIC	$25.00	$25.00	D.A-CYNTHIA JAN FROST/HOT CK RESTITUTION
141585-APCA		05/31/06	UPSHUR-RURAL ELECTRIC COOP	$190.98	$123.63	R&B-#1676-004/5/15/06 BILLING
					$6.61	R&B-#4956-001/5/19/06 BILLING
					$60.74	R&B-#4956-002/5/19/06 BILLING
141586-APCA		05/31/06	US MEDICAL DISPOSAL INC	$81.80	$81.80	CO JAIL-#211995/5/15/06 BILLING
141587-APCA		05/31/06	VOYAGER FLEET SYATEMS INC	$8,414.48	$8,414.48	COS-#869171082/GASOLINE
141588-APCA		05/31/06	WAL-MART COMMUNITY	$316.92	$316.92	CO S-#6032202010092659 04/22/06

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
141589-APCA		05/31/06	WALMART COMMUNITY	$11.57	$11.57	911-#6032202020111531 05/16/06
141590-APCA		05/31/06	WALMART COMMUNITY BRC	$12.05	$12.05	D CT-#6032202000836412 05/16/06
141591-APCA		05/31/06	WALMART COMMUNITY BRC	$16.60	$16.60	COMPUTER-#6032202000945502 05/16/06
141592-APCA		05/31/06	WALMART COMMUNITY BRC	$42.06	$42.06	SUP-#6032202000871575 05/16/06
141593-APCA		05/31/06	WAYDE DAVIS	$18.13	$18.13	CO S-REIMBURSE MEALS/5/10-11/06
141594-APCA		05/31/06	WELLS FARGO FINANCIAL LEASIN	$808.97	$213.94	JUV.PROB-#0019003061002 COPIER LEASE 05/30/06-06/30/06
					$358.90	D A-#0019001910/-5/24-6/024/06 CHARGES
					$234.13	D A-#0019001910003/-5/24-6/24/06 SERVICES
141595-APCA		05/31/06	WEST PAYMENT CENTER	$1,039.11	$75.00	LAW LIB-#1000809966/-4/01-30/06 SERVICE
					$150.00	D.A-#1000261365/-4/01-30/06 SERVICES
					$814.11	LAW LIB-#1003266567/-4/01-30/06 SERVICES
141596-APCA		05/31/06	WOSH BOSTON VIDEO	$238.50	$238.50	CO LIB-#877722/9 BOOKS,SHIPPING
141597-APCA		05/31/06	WINN'S AUTO & TRUCK REPAIR	$310.19	$128.00	CO.S-REPLACE PLUGS
					$80.24	CO.S-REPLACE FELT TENSION
					$101.95	CO.S-UNIT#2244/REPLACE BATTERY
141598-APCA		05/31/06	WYNDHAM HOTEL GALVEZ	$391.00	$391.00	CO TREAS-#47286421/LODGING(CIO SCHOOL@GALVESTON 006/05-09/06)
141599-APCA		05/31/06	YOUTH CENTER OF THE HIGH PLA	$3,360.00	$3,360.00	JUV.PROB-SECURE PLACEMENT 05/06
141600-APCA		05/31/06	FIRST NATIONAL BANK GILMER	$397,000.00	$397,000.00	CD#37312 PURCHASED@4.47%(44days)TO MATURE 07/14/06
Total for APCA - Accounts Payable Clearing Account				$954,626.30		

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1913-FNB 125		05/31/06	UPSHUR CO OPERATING ACCOUNT	$961.56	$961.56	05/31/06 CANCER;HEART/STROKE PREMIUMS FROM IRC
1914-FNB 125		05/31/06	UPSHUR COUNTY INSURANCE ACCO	$5,266.78	$5,266.78	05/31/06 DEPENDENT INS.PREMIUMS FROM IRC/125
Total for FNB 125 IRC/125 PLAN				$6,228.34		

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1539-FNB INS		05/31/06	SUN LIFE FINANCIAL	$1,185.75	$1,185.75	#079589 JUNE'06 PREMIUMS
1540-FNB INS		05/31/06	VERITY NATIONAL GROUP	$43,609.83	$43,609.83	GROUP#908400 05/30/06 CLAIMS
1541-FNB INS		05/31/06	VERITY NATIONAL GROUP	$40,014.84	$40,014.84	GROUP#908400 JUNE'06 PREMIUMS
1543-FNB INS		05/31/06	FIRST NATIONAL BANK	$460,000.00	$460,000.00	CD#37313(INS)PURCHASED@4.47%(44days)TO MATURE 07/14/06
Total for FNB INS - INSURANCE				$544,810.42		
Grand Total				$1,505,665.06		

204 records listed

County Judge, Dean Fowler

Commissioner Pct#1, James Crittenden

Commissioner Pct#2, Joe E. Ferguson

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#4, Gary Drennan

FILED
CHERYL ROBERNBERG
UPSHUR COUNTY CLERK
06 JUN 15 AM 10:03
UPSHUR COUNTY, TX.
BY
DEPUTY

ATTENDANCE SIGN-IN SHEET UPSHUR COUNTY COMMISSIONERS COURT
DATE: 6/15/06

Debra Mobley	
Kendal Hodges	
John A Upson	
Mac Overton	Visitor
Susan Bochicc	
Madaline Barber	
Amy Rakestraw	Gilmer
Linda K. Mooney	Gilmer Cable Television
Ruth Smith	
Wayne Mac	
Ruth Whitside	
Bubba Pendleton	
Brandy Vick	
Myra Harris	Gilmer
Pam Lange	
Karmen Kelley	
Phillip Williams	Gladewater Mirror

6 JUN 15 AM 10:18
COUNTY, TX.
DEPUTY