NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS THURSDAY, AUGUST 31, 2006, 9:00 AM, REGULAR SESSION

3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

- 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. Applications for use of Upshur County roads and rights-of-way;
 - Accept for recording various Commissioners' Court documents including but not limited to the following: Auditor's reports; Certificates of continuing education for Carolyn Bullock, District Clerk; Contract between Department of State Health Services (DSHS) and Upshur County;
 - G. Accept for recording any and all Bonds, Oaths, Deputations and Certificates; and
 - H. Accept for recording the monthly report of State and County taxes summary.
- 3 Discuss and take action to close Milfoil Road.
- 4. Hear from Jim Eitel and Rex Youngblood concerning a County clean up day. Discuss and take any necessary action.
- Discuss and take action concerning insurance coverage on the Porter Building.
- 6. Discuss and take action concerning a resolution authorizing the Commissioners Court of Upshur County to submit an application to the Office of Rural Community Affairs for funding through the 2007-2008 Texas Community Development Block Grant Program (TxCDBG) on behalf of Pritchett Water Supply Corp. and authorizing the County Judge to act as the authorized representative for Upshur County in all matters pertaining to the application.
- 7. Discuss and take action to authorize County Judge to enter into an agreement with Pritchett WSC.
- 8. Discuss and take action concerning a resolution authorizing the Commissioners Court of Upshur County to submit an application to the Office of Rural Community Affairs for funding through the 2066 Small Towns Environmental Program (STEP) 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
- Discuss and take action to authorize County Judge to enter into an agreement with Sharon WSC.
- Discuss and take action to approve the purchase of a VCR for the Justice of the Peace Office Pct. 3 and authorize payment be made out of the Justice of the Peace Technology Fund
- 11. Discuss and take action on Holiday Dates and Upshur County Commissioner Court Dates and Payroll Dates 2007.

- 12. Discuss and take action to approve rental agreement between Gladewater Former Students' Association and Upshur County for use of the Gladewater Former Students' Building for polling place for Voting Pct. 14 during the General Election on November 7, 2006.
- 13. Discuss and take action concerning joint election with City of Ore City and Upshur County for General Election 2006.
- 14. Discuss and take action to authorize Government Data Systems to begin installation of NETAX System in Tax Assessors Office
- 15. Select public members for Salary Grievance Committee.

16 Adjourn.

Dean Fowler,

Upshur County Judge

UPSHUR COUNTY COMMISSIONER'S COURT

AUGUST 31, 2006

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

- 1 PUBLIC COMMENT-SEVERAL CITIZENS SPOKE TO COURT ABOUT PREVIOUS ACTION TAKEN ON BUDGET AND GLADEWATER LIBRARY
- 2 A MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING ALL PAYROLL CHANGES, WITH THE EXCEPTION OF THE PAYROLL CHANGES SUBMITTED FOR THE SHERIFFS OFFICE. . MOTION CARRIED . COPY OF PAYROLL CHANGES ATTACHED
- B MOTION BY BUDDY FERGUSON 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 JAMES CRITTENDEN TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY AUDITOR MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED
- D MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TREASURER MOTION CARRIED
- E. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY

PERMIT APPLICATION SUBMITTED BY HOLLY MOSES TO PLACE A CULVERT WITHIN THE ROW OF DAHLIA ROAD

PERMIT APPLICATION SUBMITTED BY CAROL SCHNEIDER TO PLACE A CULVERT WITHIN THE ROW OF HILTON SPRINGS ROAD.

PERMIT APPLICATION SUBMITTED BY HERMAN MITTELBECH TO PLACE A CULVERT WITHIN THE ROW OF NANDENA ROAD

PERMIT APPLICATION SUBMITTTED BY JIMMY ADAMS TO PLACE A CULVERT WITHIN THE ROW OF BLACK WALNUT ROAD.

This above and foregoing is a true and correct copy of the original on file in this office.

County Clerk
Upshur County, Texas

NOTICE OF PROPOSED INSTALLATION SUBMITTED BY DIANA SPECIAL UTILITY DISTRICT TO PLACE A WATER LINE WITHIN ROW OF ZINNIA ROAD

NOTICE OF PROPOSED INSTALLATION SUBMITTED ENDRIDGE PIPELINE L P. TO PLACE A STEEL PIPE LINE WITHIN THE RIGHT OF WAY OF SCRUB PINE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BLAZER CONSTRUCTION TO HAUL ON SCRUB PINE ROAD

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND ELZY K. HALL 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 RIGHT- OF- WAY DREDGING

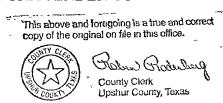
F MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING THE FOLLOWING VARIOUS COMMISSIONER'S COURT DOCUMENTS:

AUDITOR'S REPORT

CERTIFICATES OF CONTINUING EDUCATION FOR CAROLYN BULLOCK, DISTRICT CLERK

CONTRACT BETWEEN DEPARTMENT OF STATE HEALTH SERVICES (DHHS) AND UPSHUR COUNTY

- G. NO ACTION TAKEN ON AGENDA ITEMS CONCERNING BONDS, OATHS, DEPUTATIONS AND CERTIFICATES. NONE WERE SUBMITTED.
- H. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING THE MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY. MOTION CARRIED COPY OF JULY MONTHLY REPORT ATTACHED
- 3 MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO TABLE TO CLOSE MILFOIL ROAD
- 4 MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO DESIGNATE OCTOBER 14, 2006 AS COUNTY CLEAN UP DAY. MOTION CARRIED.
- 5 NO ACTION TAKEN ON AGENDA ITEM CONCERNING INSURANCE COVERAGE ON THE PORTER BUILDING.
- 6 MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO



ACCEPT AN APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR FUNDING THROUGH THE 2007-2008 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGARM (TXCDBG) ON BEHALF OF PRITCHETT WATER SUPPLY CORPORATION INCLUDED IN THIS MOTION TO AUTHORIZE THE COUNTY JUDGE TO ACT AS THE AUTHORIZED REPRESENTATIVE FOR UPSHUR COUNTY IN ALL MATTERS PERTAINING TO THE APPLICATION MOTION CARRIED.COPY ATTACHED.

- 7 MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO AUTHORIZE COUNTY JUDGE TO ENTER INTO AGREEMENT WITH PRITCHETT WATER SUPPLY COMPANY MOTION CARRIED
- 8 MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO TABLE AN APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR FUNDING THROUGH THE 2006 SMALL TOWNS ENVIRONMENTAL PROGRAM (STEP) ON BEHALF OF SHARON WATER SUPPLY CORPORATION INCLUDED IN THIS MOTION TO AUTHORIZE THE COUNTY JUDGE TO ACT AS THE AUTHORIZED REPRESENTATIVE FOR UPSHUR COUNTY IN ALL MATTERS PERTAINING TO THE APPLICATION.
- 9 MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO TABLE ANY ACTION CONCERNING AGREEMENT WITH SHARON WATER SUPPLY
- 10 MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE THE PURCHASE OF VCR FOR THE JUSTICE OF THE PEACE OFFICE PCT.3 AND PAYMNET BE MADE OUT OF THE JUSTICE OF THE PEACE TECHNOLOGY FUND MOTION CARRIED.
- 11. MOTION BY JAMES CRITTENDEN SECONDED BY BUDDY FERGUSON TO APPROVE THE HOLIDAY DATES AND UPSHUR COUNTY COMMISSIONER COURT DATES AND PAYROLL DATES 2007 MOTION CARRIED. COPIES ATTACHED
- 12 MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE RENTAL AGREEMENT BETWEEN GLADEWATER FORMER STUDENTS' ASSOCIATION AND UPSHUR COUNTY FOR USE OF THE GLADEWATER STUDENTS' BUILDING FOR POLLING PLACE FOR VOTING PCT 14 DURING THE GENERAL ELECTION ON NOVEMBER 7, 2006 MOTION CARRIED
- 13 MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE JOINT ELECTION WITH CITY OF ORE CITY AND UPSHUR COUNTY FOR GENERAL ELECTION 2006 MOTION CARRIED COPY OF JOINT AGREEMENT ATTACHED

This above and foregoing is a true and correct copy of the original on file in this office.



Police Rodulary County Clerk Upshur County, Texas 14. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO AUTHORIZE GOVERNMENT DATA SYSTEMS TO BEGIN INSTALLION OF NETAX SYSTEM IN TAX ASSESSORS OFFICE MOTION CARRIED. COPY ATTACHED.

15. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING SELECTING GRIEVANCE COMMITTEE. ACTION TO BE TAKEN SEPTEMBER 5, 2006 AT 3:30 PM

16 MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ADJOURN MOTION CARRIED

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTESTED BY COUNTY CLERK

This above and foregoing is a true and correct copy of the original on file in this office.

County Clerk Upshur County, Texas

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT PLEASE NOTE THE FOLLOWING CHANGE(S): Effective Date 9-1-06 Dept 499 Employee Sherran Laminack Emp ID# 975 Social Security No CHANGES(S) FROM . TO Χ 151 Grade Step Rate Department **Position** REASON(S) FOR THE CHANGE(S) Hired Re-Hired Introductory Period Ended Ment Increase Promotion Transfer Longevity Increase Demotion Re-evaluation of Job Retirement Discharged Layoff Leave-of-Absence Other Texare longert Comments Authorized by

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT PLEASE NOTE THE FOLLOWING CHANGE(S): Effective Date 4-06-66 Dept 499 Employee Luana Howell Emp 1D# 856 Social Security No CHANGES(S) **FROM** TO Grade Step C) Rate Department W **"** Position REASON(S) FOR THE CHANGE(S) Re-Hired Hired Introductory Period Ended Merit Increase Promotion Transfer Longevity Increase Demotion Re-evaluation of Job Retirement Layoff Discharged Leave-of-Absence Other 9 years longerity Comments Universal, date 9-08-06 Authorized by Approved by Date

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT PLEASE NOTE THE FOLLOWING CHANGE(S): Effective Date 9-16-06 Dept 4901 Employee (arla G. bsc/) Emp. ID# 1022 Social Security No. CHANGES(S) TO FROM 611 Grade Step Rate Department Position CIREASON(S) FOR THE CHANGE(S) Re-Hired Hired Introductory Period Ended Merit Increase Transfer Promotion Longevity Increase Demotion Re-evaluation of Job Retirement Discharged Layoff Leave-of-Absence Other Excus langurte Comments Authorized by

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403	08/31/06	22074-PCA	587 25	BROWN, HOLLY KAMILLE
403 -	-08/3 1 / 06-	-141201007 -PC - A	421 -20	FROST, JUSTIN SHAWN
403	08/31/06	22078-PCA		SANDERS, ERIKA SKYE
403	08/31/06	22 0 75-PCA	433 35	FOWLER, MADELINE VANE
403		141201010-PC		WINCHESTER, BARBARA
403		141201008-PC A		RODENBERG, ROBIN D
***			10,737 88	
- 405	08/31/06	22 081-P CA	1,247-72	LGYD, DANNY -MICHAEL
***			1,247 72	
411	08/31/06	141201011-PC A	1,155 21	KELLEY, KARMEN CITA
***			1,155 21	
- 426	- 68/31/04-	-141201012-PC - A	- 1,324 40	CULBERSON, KRISTIN-E
			1,-324 40	
435	08/31/06	22082-PCA	417 15	BLASINGAME, ALICE P

	i.		
x.nn	A	_ +_ A=A ==	PETTER D. PTELL A. ATAIA
307	08/31/0622098-PCA-	11-020-38	UFFIELD, SIELLA GINA
		1,661-05	
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510	08/31/06 22101-PCA		HUDGINS, ROYCE L 2
510	- 08/31/06 - 22102-PCA - 08/31/06 - 22099-PCA		SAXON, TIMMY LEE
510 510	08/31/06 22099-PCA 08/31/06 22100-PCA		COOK, JOHN RUBIN DANIELS, CHARLES D
		1,252 60	DHNIELG, CHREEG D
***		4,236 38	
551			HARRIS, RUSSELL-T
	A		
- ***			
552	08/31/06 141201048-PC	885 07	ROGERS, WILLIAM A
	n		
***		885 07	
553	08/31/06 141201049-PC	885 07	KUHN, JERRY LYNN
	A		
***		885 07	
554	0 8/31/0 6221 03- PCA -	685 67-	KUZA, HENRY MICHAEL
			11
***		885-07	
540	08/31/06 141201062-PC	2,342 93	STANLEY, TIMOTHY S
560	08/31/06 22104-PCA	1,645 43	BETTERTON, ANTHONY S
560	0 9/31/0 6-141201 0 57-PC-	- 1,-203-51-	- GROSS, DON -LARRY
F / 6	A 05145 551		
560 560	08/31/06 22113-PCA 08/31/0622112-PCA		TAYLOR, ANTHONY M STRACENER, CALEB L
560 - ·	08/31/06 141201054-PC		DICKERSON, DAVID LEE
	A		
5 60	- 08/31/06-141201058-PC -	1,182 26	HUBBARD, STEVEN A
560	A 08/31/06 141201065-PC	1,182 26	WADE, CHAD D
560	08/31/06 141201060-PC A	1,367 91	MULLINS, ANDREW CHASE
560 - ·	08/31/0622108-PCA	1,195-51-	MCCAULEY, CHRISTOPHER
560	08/31/04 141201051-PC	1.105 51	H CARTER, TERRY G
		* TI TI TI	CHAILAI I CAN I G
m . n	08/31/06 141201063-PC	1,182 26	THOMPSON, DAVID S
560			
560 560	Α	1, 180 -26-	WILSON, JARROD

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	560	68/31/06	A 141201061-PC	17 180 26	-NORRED, RANDALL J	
J	_		A			
	560		22106-PCA	1,159 97	JENKINS, STANLEY E FORTSON, LARRY WAYNE	
_	560		-141201 056- PC - A	- 17-303 08	FURISDIN, LAKKI WATNE	
1	560	08/31/06		1,250 04	MURPHY, NADRA H	
_	- 560				- ALFORD, JOHN MATTHEW -	
			A			
,	560	08/31/06	22105-PCA		DECUIR, JAMES A	
	560	08/31/06	22114-PCA		THOMPSON, NANCY-K	
1.	560	08/31/06	22107-PCA	1,1/3 /3	MATTHEWS, GENEVA NELL	
·	560	08/31 -/ 06		1,438 96	ROBERTS, GARY DALE	
^	540		141201052-PC		DANIELS, JOE NATHAN	
1 -			A			
	560	68/3 1/06 -	141201064-PC	- 1,316 87	TILLERY, HIRAM D	<u> </u>
) 2			A	4 000 07	NAGGO ETT MAGTY	
· _	560		141201059-PC	1,328 8/	MASSOLETTI, MARTY	
2_	560		22111-PCA	1.328 87	STEELMAN, PAUL A	
1 4.	560		141201053-PC		DAVIS, SCOTT WAYDE	
			A		II	
1.	560	40/15/80	141201066-PC	1,379 91	WARREN, ROXANNE	
, -			A			
, -				n= nn/ 70		
) ¿	***			37,886 70	•	
	545	68/31 /0A-	141201082-PC	- 1,322 87	MCCAULEY, JILL A	
C	040	· · -	Α	<u>-</u> · -·		
•	565	08/31/06	22136-PCA		YOUNGBLOOD, JOHN	
<u> </u>					- MICHAEL	
١	565		141201084-PC	1,070 90	MONTS, DEBRA J	
	565		A 22117-PCA	- 779 74	CHOYCE, LAWANA J	
	565		141201073-PC		BRASHER, WILLIAM A	
, _	000		A	7		
	565	-08/31/06-	- 22129-PGA	1,179 84	-OLLER,TRACY-E	
1 -	565	08/31/06	141201072-PC	1,119 95	BASKERVILLE, MELANIE	
			A		ARIBORETH BONALD T	
	5 6 5		141201081-PC	1,150 39	HUDSPETH, RONALD T-	
1 -	565		A 141201069-PC	1,237 30	ANDREWS, TERESA L	
-	565	08/31/06	141201090-PC	1,117 95	WOLOSZYN, RICHARD	
,			Α		JOHN	
	565 -	- 08/3i/06-	141201077-PC	- 1,062 90	GAGE, GARY-DON-	
			A		ALLEN CTCLLA M	
	565		141201068-PC		ALLEN, STELLA M	
	565				SMITH, VIVIAN M	
ł	565				DAVIS, JAMES RODNEY	
-	-5გ5				MCHENRY, ANNITA	
1			A			
	565		141201085-PC A		MORRIS, REBEKAH A	

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	DEP	Check Date	Check Number	- GR	OSS-PAY	/ -	Issued to
-	565	_	141201075-PC		1,148	39	7 CLARK, CHRISTOPHER J
	565		141201089-PC		1, 233	30	D SEWARD, JENNIFER DAWN
	565	- - 09/3 1/ 05		-	1,148	39	7 TOWNSEND, DAVID to the second secon
	565	08/31/06	141201070-PC	_	1,062	90	O AULD, H B
	565 565	98/31/06 08/31/06	22127-PCA		2, 987	22	7 MORRIS, TIMOTHY P 2 HIGGINBOTHAM, JEREMY
-	565		141201076-PC A				CODK, LAURIE A
°- —	-565		141201074-PC		1-060	90-	CARRINGTON, STUART
)	565	08/31/06			1,060	90	DOYLE, JAMES PATRICK
,	565 565	08/31/06 08/31/06	22116-PCA 22126-PCA				FBRUNNER, JOSHUA R FMILES, T J JR
ξ. —-	-565	08/31/06	-141201080-PC-A				HOLEMAN, DOROTHY
۵	565 565	08/31/06 	22120-PCA	_			DUFFEY, JO ANN THARRISON, JOSEPH J
	565	08/31/06	141201088-PC A				PETRICK, LANDON WADE
	- 565 -		141201078-PC- A	-	- 2,-522	75	5 GARAVITO, JACLYNN S
	565 - 565— -	08/31/06 	22130-PCA - 22125-PCA-				RAMIREZ, PABLO L JOHNSTON, DAVID —
1	565	08/31/06	22121-PCA				BRANDON 5 EASTERLING, CHARLES
-	565 565	08/31/06	22131-PCA 141201079-PC	_	1,512	51	-DAVID
				-) BARBER, BILLIE
	-565-		A 221-15-PGA				DARLENE
=	565 565	08/31/05 08/31/06			891	99	WALKER, DIANE HELPENSTILL, RAY B
	565 — 565	08/31 /0 6-	22128-PCA 141201087-PC		1,141	95	NIELL, SHERRY L
	-5 6 5 -		A 22134-PEA-		1, 164	39-	
	***				52, 211	95	>
-	570		141201101-PC		2,154	00	MCJIMSEY, BRUCE F
	-570 -	- 08/31/06 -			-1-,659	00	HODGES, RANDAL R
	570	08/31/06	A 141201100-PC A				LOFTICE, MIKKI
	570	08/31/05	141201093-PC				DURRUM, JAMES
	-570	08/31/06	141201098-PC A		- 468 -	00-	HORNBERGER, SANDRA-K
	570		141201099-PC		2,071	40	HUDGINS, ROYCE L

UET	CHECK Date	PURCK MAMORIA	GRUSS FAY	Tissued to
		A		SRD
- 570	08/31/0 6	141201091-PC A	1,055 00	BERRY, DEBORAH DENISE
570	08/31/06		2,567 50	RAY, JIMMY DARRELL
-57 0 -	 08/31 /06			GRANT, GLENDA-ANN
570	08/31/06	A 141201096-PC	1,345 00	HANCOCK, KATHRYN B
		A		
570	08/31/06	141201092-PC A	2,630 00	BROWN, CHRISTOPHER E
570	08/31/06	141201103-PC-	2 , 972-50	SPIVEY, JOHN-K
570	A0\15\80	A 141201104~PC	ያደለ ለለ	WARREN, SHERRY L.
				WARREN STERRY L.
570	08/31/06	141201094-PC	1,559 00	GEE, LINDA H
5 70	08 /31/06	A 141201102-PC -	1,625-00	
		A		
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			21/421 10	
575	08/31/06	141201106-PC	1,334 41	HERNDON, LORIE A
575	08/31/06	* -	1,499 36	HILL, JESSICA L
575		141201108-PC	2,121 00	WYLIE, MILTON J
575	08/31/06	141201105-PC	1,421 00	EDWARDS, SANDRA D
		Α		
-575	08/31/06	141201107-PC - A	1-, 556- 00	SMITH, MELINDA L
- *** - ·			7, 931 -77	
580	08/31/06	141201109-PC	1,067 64	EDGE, PAMELA S
		A		
***			1,067 64	
611 611	08/31/06 08/31/06	22141-PCA 22162-PCA		BECK, EARNEST EARL VALENTINE, MERLE
				WAYNE
611 611	08/31/04	22164-PCA 141201112-PC		WRIGHT, JERRY D HOYE, EARNEST T
	-	4		
611	08/31/05	22165-PCA		YINGLING, GARY D
611 -611	08/31/06 00/45/80	22158-PCA - 22142-PCA		TACKETT, CLIFFORD A CAMPBELL, THOMAS M
				JR
611 		141201111-PC A	729 37	COUTON, JAMES G
611	08/31/06	E2160-PCA	799 68	TENNISON, RICHARD
				EARL
611	48731706	22147-PCA	- 810 94	HOLEMAN, LUTHER - LYNN
611	08/31/06	22156-PCA	787 38	STEGALL, TIMOTHY PHIL
 611			 46 70	IDNIES MITCHAEL C
611 611	08/31/06 08/31/06	22149-PCA	47 /3	JONES, MITCHAEL S

		Check Dete	Check-Number-	-GROSS -PAY -	-Fsswed to
	17L)	Dusck Dove	Olieta Mombe.	D.1.000 7777	200000
	611	08/31/06	22153-PCA	794 64	POWELL, GARY D JR
-	611 -	-08/31/06	22155-PCA -	794 64	SORRELLS, BARNEY RAY
					MATTI FORTE I
	611	08/31/06	22154-PCA		SMITH, EDDIE J PENDARVIS, ABBOTT-
		08/31/06-	—-22152-PCA —		FANN LEIGHWA12, WDDG1;
	611	08/31/06	22157-PCA	1,329 60	STOKER, JAMES LOUIS
^_		08/31/06	-22148-PCA -		JEFFERY, DONALD RAY
	611	08/31/06	22143-PCA	1,037 86	CROCKETT, HARRY JAMES
`-		08/31/06			GLENN, BILLY E
1 ,16	611	08/31/06	22145-PCA	729 37	EDWARDS, GENERAL LEE
j-	611	08 /31/06	AAAA_BAA	074_00	-YOUNG, JOEY-A
·	611	08/31/06	22163-PCA		WALTON, LLOYD H
	611	08/31/06	22150-PCA		MCCAULEY, JAMES L
-	611				NELSON, WILLIAM B
) = 1	611	08/31/06	141201113-PC	1,031 86	RITTER, DON L
10			A		THE ACCUST DATE OF THE PARTY OF
	611		1412 0 1110-P6	1,155-64	BLACKSTONE, WILLY-PAT
-	611	08/31/06	A 22144-PCA	1,120.69	DAVIS, GARY W
	- 611	- 08/31/06 - 08/31 / 06			THOMPSON, DANNY R
-	611	08/31/06	22140-PCA		BARNES, MICHAEL H
1	611	08/31/06	22139-PCA	1,008 60	ALBRIGHT, GAYLE DAVID
٠.					
) ~				20 602 #A	
	***			29,883 50	
', -	642	08/31/06	141201114-PC	1,462 22	JOHNSON, GERALD DON
1 00			A		
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1	***			1,462 22	
•	650	VO 104 TUT-	141201115-PC	1 391 83	SEMRAU, RUTH E
J			A	1,501 00	GEIMPO NOTE
}	650	08/31/06	22167-PCA	187 98	BROWN, AUDREY RAYE
_	650	-08/31/06	22170-PCA	213-12	JOHNSON, KARLA
,					MCDONALD
	650		141201116-PC	676 33 -	STURM, JO DEAN
_		08/31/06	A 22168-PCA		GIBSON-EMILY MARIE
1	650 650	08/31/06	22171-PCA		NEELEY, LISA D
-	- -65 0 -	- 08/31/06 - 08/31 /0 6	- 22171-FCA		SMITH, EMMA JEAN
					WILLIAMS, JANET C
	<u> </u>	08/31/06	22173-PCA		
	650	08/31/06	22169-PCA	139 05	GLOSUP, DONA L
	***		· -	4,674 61	
				., .,	
-	6 65-	-08/31/06	141201117-PG -	- 353 64	HILL, BRIAN-K
A.			A		
	665	08/11/06		353 64	WIGGINS, PAMELA
		na nt ///	22174-PCA	1.077.44	ROCHELLE
	605	08,01/06	ピニュノサートシカ	1,0// 64	
_				1,784-92	

-ber - Check Date Check-Number -- GROSS PAY - Issued-to ---223 records selected 223 values listed -

		PAY	OMPONENTS		PLOYER — PAID NTRIBUTIONS —	.			
EMPLOYEE ID & NAME	TYPE	CURR		TYP		NT.	CURR	отр	YTI
-TOTALSALL-BEPARTMENTS	41-1	000		20F-I-C	A 14847 -2	- GROSS	24 8, 431–83	3 -9 54 ,852-35	-3588235-6
	BAIL/H	0 00	0.6	OO MDC	R 3472 3	3 125AH	82 20	328 92	1315 8
Total # of Employees 223	BALIFF	513 04	7,182	56 RET	21520 9	3 125CC	208 00	832 00	3328 0
Total #-of-Cnecks	5CCP/OT-	840-00	- 1-4,-840- (90		-125CL -	252-13	3 1, 0 09 52	3910-3
Total # of DD Stubs 118	CTFEES	1,902 97	7,203	34		125CO	5,159 20	20,724 69	82089 8
Total # of Prenctes 2	2 DA/32	0 00	0 (00		125FC	184 65	738 60	2954 4
	H	9, 024-33	77,-483-5	5-1		-125NF -	285-93	3 17 143 72	4574 8
	J-IVE	1,752 74	27,737 (34		125TL	147 67	7 590 68	2362 7
	J-P50	3,401 23	47,428	35		125UN	1,735 35	6,941 40	27557 6
	— ——J - PSP	813 05	- 13,0 08-8	30		CSCD/BENS	F - 705 82	3,623 28	14628 0
	J-SA	593 75	9,381 2	25		DEFCO	77 21	. 308 84	1235 3
	J-SAID	1,371 00	21,936 (00		INSPF	79 27	317 08	1268 3
	- VUL96	- 187-45	2,881 9	75		-RET	16, 775, 81	64, 488 50	24 <i>6</i> 248 6
	くろん	200 00	3,500 (00		VALIC	440 00	1,760 00	7040 (
	JUV/SU	0 00	0 (00		NET TXBL	222,177 83	852,363 20	3190990
	LAWLIB	 ბა- 	-1,066-3	24		FED-W7H	19, 041 48	3 - 70, 911-59	264520 7
	LONG	1,656 00	25,632 (0 (FICA TXBL	. 239,470 85	918,920 54	3445514
	PROB	16,912 50	271,056	7 6		FICA	14,847 20	56,973 14	213622 1
		37691 40	49,303-	55 — — - — -		MEDICARE	- 3, 472-38	13,324 51	49960 E
	PROB/O	2,607 50	18,917	50		EIC	56 80	227 20	510 0
	SAL 1	98,348 28	951,617	55		1012	88 0 0	352 00	1408 0
·	SAL-M-	 481-45	7,703 2	<u> </u>		1395	10 55	5 — 348 - 05	<u> </u>
	SAL-TF	1,137 42	7,612 8	35		1395A	10 54	348 04	1619 4
	SAL/91	0 00	0.0	00		1405	90 00	360 00	1440 0
	SAL/DC-	50-00 -	5 0. ()O		1486	- 100 00	400-00	800 0
	SAL/GE	1,408 80				CSCD/LIFE	25 54	102 16	409 4
	SÏAI	62 50	1,000 0	00		INSCL	54 30		888 5
	- STATE	-1,201-44	15,757 5	26		INSCO	867 64	3,449 33	14551 0
	SUPP	208 34	3,333 4	.4		INSFC	48 12	192 48	762 5
						INSNF	63 13	252 52	1010 0
						-OTH	149-00	59 6 00	
	COMP	0 00	0.0	00		SUPIO	0 00	0 00	0 0
	HOLIDA	0 00		_		SUPP9	130 00		5080 0
	sick	-0.00		-		TRUSTEE	- 115-00		
	VAC	0 00	0.0	00		TRUSTEE/3	0 00	0 00	915 0
						TRUSTEE			5184 0
						TXGSLC-		834 00	3335 0
						NET PAY	182,509 98	701,336 30	2621825 0

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UPSHUR COUNTY TREASURER	PAYROLL SYSTEM V504
THE SOFTWARE GROUP, INC	ESCROW CHECK PAYMENT REGISTER

12 36 56 28 AUG 2006 PAGE 1

 CHECK #	CHECK DATE	VENDOR NAME .	AMOUNT	
142675-APC	08/31/06	UPSHUR CO CSCD BENEFITS ACCOUNT	905 82	
142676-APC	08/31/06	UPSHUR CO CSCD BENEFITS ACCOUNT	25 54	
 14 2677- APC	- 08/31/06 -	- NATIONWIDE-RETIREMENT-SOLUTIONS	77-21	
142678-APC	08/31/06	FIRST NATIONAL BANK GILMER	36,639 16	
142679-APC	08/31/06	FIRST NATIONAL BANK GILMER	18,984 68	
 142680-APC -	08 /31/ 06			
142681-APC	08/31/06	UPSHUR COUNTY IRC/125	184 65	
142682-APC	08/31/06	UPSHUR COUNTY IRC/125	82 23	
 - 142683-APC	- 08/ 3 1/06	UPSHUR COUNTY -IRC/125	- 14 7 - 67	
142684-APC	08/31/06	UPSHUR COUNTY IRC/125	252 i3	
142685-APC	08/31/06	UPSHUR COUNTY IRC/125	5,159 20	
 142686-APC	08/31/06	- ATTORNEY GENERAL OF TEXAS	149-00	
142687-APC	08/31/06	POLICE AND FIREMEN'S INS ASSOC	158 50	
142688-APC	08/31/06	UPSHUR COUNTY INSURANCE ACCOUNT	867 64	
 142689-APC	- 08/31/06 -	- TXCSDU	88-00	
142690-APC	08/31/06	OFFICE OF THE ATTORNEY GENERAL	10 55	
142691-APC	08/31/06	OFFICE OF THE ATTORNEY GENERAL	10 54	
 	08/31/06	- TCSDU	90-00	
142693-APC	08/31/06	OFFICE OF THE ATTORNEY GENERAL	100 00	
142694-APC	08/31/06	SHARON KEMP #0539655371	130 00	
 +42695-APC	08/31/06	-TEXAS COUNTY & DISTRICT RETIREMENT SYSTE -	75-1-13-77	
142696-APC	08/31/06	STANDING CHAPTER THIRTEEN TRUSTEE	115 00	
142697-APC	08/31/06	STANDING CHAPTER 13 TRUSTEE	324 00	
 142698-APC-	- 08/31/06	- TG	208 50	
142699-APC	08/31/06	VALIC	440 00	
142700-APC	08/31/06	VERITY NATIONAL GROUP	1,735 35	
 142 701-APC	08/31/06	VERITY NATIONAL GROUP	208-00	
Total for Al	1 Payments -		142, 493 07	

County Judge, Dean Fowler

Commissioner Pet#3, Lloyd A. Crabtree

Commissioner Pct#1, James Crittenden

Commissioner Pct#4, Gary Drennan

Commissioner Pct#2, Joe E. Ferguson

LINE ITEM TRANSFER BUDGET AMENDMENTS REQUESTED BY DEPARTMENT HEADS AND/OR SUGGESTED BY COUNTY AUDITOR

					7	· · · · · ·
FY 2006	FROM			TO		
		_			1	(+)
	Records Archive			County Clerk	Ì	, ~~
73-403-1300	Salary	\$	20 222 26	10-403-1200 Salary	\$	20,232/ 2 6
73-403-1300	Salary	<u>Ф</u>	20,232 20	10-403-1200 Salary	, Þ	20,232.20
	Non-Departmental			Non-Departmental]	S ()
10-409-2450	Unemployment	\$,	10-409-4163 Merchant Fee	; \$	1,872 06
10-409-2400	Workers Comp	\$	1,500 00	10-409-4175 Postmortem *	< \$	1,500 00
	Telecommunications			Telecommunications		
10-410-4330	Local Telephone	\$	32.09	10-410-4335 Long Distance	\$	32 09
10-410-4000	Local Telephone	_Ψ	02 00		Ψ_	
	115th District Court			115th District Court		
10-435-4110	Senate Bill 7 Appts	\$	1,116 50	10-435-3095 Books/publications	\$	676 50
				10-435-4011 Grand Jury	\$	440 00
	JP #1			JP #1		
10-451-2150	Soc Sec	\$	42 32	10-451-3010 Office Supplies	\$	42 32
	Tax Assessor			County Buildings		
10-499-4230	Bonds	\$	336.00	10-510-5100 Facilities Improvement	\$	336 00
70 700 7200		Ψ	000 00	·	Ψ	00000
	Right of Way	_		County Buildings		
10-625-5050	Purchase right of way	\$	17,457 78	10-510-4300 Electricity	\$	11,573 67
				10-510-4310 Water, sewer, garbage	\$	36 97
				10-510-4320 Natural gas	\$	1,478 21
				10-510-4495 Contracted Services	<u> \$ </u>	4,368 93
	Road & Bridge			Road & Bridge		
10-611-3300	Culverts	\$	462 67	10-611-3350 Plant mix asphalt	\$	1 00
				10-611-4300 Electricity	\$	222 44
				10-611-4310 Water, sewer, garbage	\$	239 23
	Librane					
10-650-4502	Library Education	\$	200.90	Library 10-650-4495 Other Contract Serv	¢	20 80
10-030-4302	Education	Ф	200 60		\$ \$	180 00
				10-650-3010 Office Supplies	Ф	180 00
		\$	43,252 48		\$	43,252 48
	SPECIAL BUINGET TO PE	7		ENUES FROM INTERGOVERNMENTA		TU, ZUZ 40
		_		OR THE PURPOSE OF THE CONTRA	-	
	CONTINUE AND BODGE	/	W FIANTOL	10-380-0003 Co Judge Supplement	\$	208 34
				10-401-1900 Salary Supplement	\$	208 34
				10-401-1900 Galary Supplement	Ψ	200 34

These budget amendments were approved on this the 31st day of August, 2006

Dean Fowler, County Judge

James L Crittensen, Commissioner, Pct #1

Joe Ferguson, Comprissioner, Pct #2

Gary Drennan, Commissioner, Pct #4

Grabtree, Commissioner, Pct #3

UPSHUR CO AUDITOR B U D G E T A R Y A C C O U N T I N G S Y S T E M 09:05:36 29 AUG 2006

BUDGETARY ACCOUNTING SYSTEM
Statement of Expenditures - Budget vs Actual
GENERAL FUND

The Software Group, Inc Current YTD Expenditures Page 1

10 - GENERAL FUND - COMMISSIONERS COURT		_				
						.UnEnc Balance %Rm
401-1000 Salary Elected Official	197,452	197,452	172,770 15	0.00	172,770 15	24,681.85 13
401-1200 Salary Regular Employee	22,693	22,693	19,886.55	0.00	19,886.55	2,806.45 12
401-1900 Salary Supplements	10,000	11,014	11,222.17	0.00	11,222 17	V -208.34 -2
401-2150 Soc Sec Taxes	16,574	16,574	14,872.30	0.00	14,872.30	1,701.70 10
401-2300 Retirement Match	20,353	20,353	18,343.15	0.00	18,343.15	2,009.85 10
401-2450 Unemployment Comp	150	0	0 00	0.00	0.00	0.00 ***
401-3010 Office Supplies	1,000	1,000	244.16	0.00	244.16	755.84 76
401-3095 Books & Publications	150	150	0.00	0.00	0 00	150.00 100
401-4230 Bonds	300	300	100.00	0.00	100.00	200.00 67
401-4490 Legal Ads & Notices	1,500	1,500	372.65	0.00	372 65	1,127.35 75
401-4502 Educational Expense	6,000	6,000	3,512.88	0.00	3,512.88	2,487.12 41
401-4600 Assoc & Organization Dues	500	500	200.00	0.00	200.00	300.00 60
TOTAL COMMISSIONERS COURT	276,672	277,536	241,524.01	0.00	241,524.01	36,011.82 13
10 - GENERAL FUND - COUNTY CLERK						
403-1000 Salary Elected Official	37,093	37,093	32,455.92	0.00	32,455.92	4,637.08 13
403-1200 Salary Regular Employee	108,154	107,247	111,468.87	0.00	111,468.87	V-4,222.07 -4
403-1300 Part Time Employees	. 0	907	907.20	0.00	907.20	0.00 0
403-2150 Soc Sec Taxes	11,687	11,687	10,435.94	0.00	10,435.94	1,251.06 11
403-2300 Retirement Match	14,833	14,833	12,949.31	0.00	12,949.31	1,883.69 13
403-2450 Unemployment Comp	1,000	. 0	0 00	0.00	0.00	0.00 ***
403-3010 Office Supplies	4,000	4,000	2,938.63	-658.00	2,280.63	1,719.37 43
403-3030 Stationery, Forms, Books	8,000	8,000	7,693.92	89.08	7,783.00	217.00 3
403-3095 Books & Publications	1,000	1,000	0.00	545.00	545.00	455.00 46
403-4230 Bonds	100	100	100.00	0.00	100.00	0.00 0
403-4445 Records Indexing	0	0	0.00	0.00	0.00	0.00 ***
403-4502 Educational Expense	2,000	1,866	1,491 77	120.00	1,611.77	254.39 14
403-4520 Act. Reimburseable Mi	500	859	859.38	0.00	859.38	0.00 0
403-4600 Assoc & Organization Dues	100	100	85.00	0.00	85.00	15.00 15
TOTAL COUNTY CLERK	188,467	187,693	181,385.94	96.08	181,482 02	6,210.52 3
10 - GENERAL FUND - VETERANS SERVICE						
405-1100 Salary Apptd Official	29,898	29,898	26,262.12	0.00	26,262.12	3,635.88 12
405-2150 Soc Sec Taxes	2,160	2,160	1,953.42	0.00	1,953.42	206.58 10
405-2300 Retirement Match	2,703	2,703	2,362.87	0.00	2,362.87	340.13 13
405-2450 Unemployment Comp	150	0	0.00	0.00	0.00	0.00 ***
405-3010 Office Supplies	100	81	9 67	0 00	9.67	71.33 88
405-4502 Educational Expense	800	819	819.00	0.00	819.00	0.00 0
405-4600 Assoc & Organization	20	20	20.00	0.00	20.00	0.00 0
TOTAL VETERANS SERVICE	35,831	35,681	31,427 08	0.00	31,427.08	4,253.92 12

10 - GENERAL FUND - UPSHUR CO EMERGENCY

UPSHUR CO AUDITOR BUDGETARY ACCOUNTING SYSTEM 09:05 36 29 AUG 2006

UPSHUR CO AUDITOR B U D G E T A R Y A C C O U N T I N G S Y S T E M Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Orithmen Original Vision	0	GENERAL F				0
The Software Group, Inc.		rrent YTD Exp	enaitures 		·	Page 2
10 - GENERAL FUND - UPSHUR CO. EMERGENCY						
Account	Orig Budget	Curr Budget	. YTD Expenses	Encumbrances	.YTD Exp + Enc	UnEnc Balance %Rm
406-4495 Other Contracted Services	3,600	_	3,081.52	0.00	3,081.52	518.48 14
406-4502 Educational Expense	4,000	•	240.74	0.00	240.74	3,179.28 93
406-4520 Act. Reimburseable Mi	. 0	•	0.00	0.00	0.00	0.00 ***
406-5350 Communication Equipment	0	580	579.98	0.00		0.00
TOTAL UPSHUR CO. EMERGENCY	7,600	7,600	3,902.24	0.00		3,697 76 49
10 - GENERAL FUND - NON DEPARTMENTAL						
409-2400 Workers' Comp	170,000	170,000	139,289.50	0.00	139,289.50	30,710.50 18
409-2450 Unemployment Comp	0	20,850	12,425.21	0.00	12,425.21	8,424.79 40
409-3080 Postage	50,000	50,000	49,153.46	0.00		
409-3090 Post Office Rental	300		232.00	0.00		
409-4010 Petit Jury	1,000	1,000	220.00	0.00	220.00	780.00 78
409-4140 Delinquent Tax Attorney	70,000	70,000	63,108.94	0.00	63,108.94	6,891.06 10
409-4160 Audit & Accounting Fees	15,000	15,000	14,100.00	0.00	14,100.00	900.00
409-4161 JP COURT REPORTER	0	0	0.00	0.00	0.00	0.00 ***
409-4162 . JP COLLECTION AGENCY FEES	0	7,978	7,977.70	0 00	7,977.70	
409-4163 . RESTITUTION & MERCHANT FEE EXPENS	300	380	2,252.25	0.00	2,252.25	<u></u>
409-4164 FEMA REIMBURSEMENTS	0	26,495	26,494.63	0.00	26,494.63	0.00 0
409-4175 POSTMORTEM EXPENSES	25,000	44,145	45,645.00	0.00	45,645.00	√-1,500.00 -3
409-4200 Property & General Liability Ins	275,000	311,821	311,572.19	0.00	311,572.19	249.00
409-4410 Service Agreements - Office Equipme	23,000	23,000	17,709.15	0.00	17,709.15	5,290.85 23
409-4495 Contracted Services	28,000	23,317	15,316.69	5,744.86	21,061.55	2,255.82 10
409-4600 Assoc & Organization Dues	3,500		3,343.00	0.00	3,343.00	157.00 4
409-4811 Indigent Cemetery Costs	5,000	5,000	4,970.00	0.00	4,970.00	30.00 1
409-4899 Christmas Lights/Yulefest	1,000	1,000	1,000 00	0.00	1,000 00	0.00
409-4955 Contingency	10,000	2,509	2,508.61	0.00	2,508.61	0.00
409-5400 Office machines & Equipment	15,000	13,180	13,180.00	0.00	13,180.00	0.00
409-5450 Furniture & Fixtures	2,000	393	393.19	0.00	393 19	0.00
TOTAL NON DEPARTMENTAL	694,100	789,868	730,891.52	5,744.86	736,636.38	53,231.50 7
10 - GENERAL FUND - TELE COMMUNICATIONS						
410-4330 Local Telephone Service	66,000	66,000	63,370.06	0.00	63,370.06	2,629.94 4
410-4335 Long Dist Telephone Service	2,000	2,000	2,032.09	0.00	2,032.09	-32.09 -2
TOTAL TELE COMMUNICATIONS	68,000	68,000	65,402.15	0.00	65,402.15	2,597.85 4
10 - GENERAL FUND - COMPUTER						
411-1200 Salary Regular Employee	27,677	27,677	24,247.41	0.00	24,247.41	3,429.59 12
411-2150 Soc Sec Taxes	2,013	2,013	1,739.01	0.00	1,739.01	273.99 14
411-2300 Retirement Match	2,502	2,502	2,181.60	0.00	2,181.60	320.40 13
411-2450 Unemployment Comp	150	0	0 00	0.00	0.00	0.00 ***
411-3070 Other Computer	1,000	1,000	534.69	0.00	534.69	465.31 47
411-4410 Service Agreements	5,000	5,000	4,084.71	0.00	4,084.71	915.29 18

435-4495 Contracted Services

..... BUDGETARY ACCOUNTING SYSTEM

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Statement of Expenditures - Budget vs Actual GENERAL FUND

Page Current YTD Expenditures The Software Group, Inc. ______ 10 - GENERAL FUND - COMPUTER 94,287.95 0.00 94,287.95 1,712.05 2 2,944.99 0.00 2,944.99 555.01 16 411-4450 Software Maintenance 96,000 96,000 2,944.99 555.01 16 2,944 99 0.00 411-4495 Contracted Services 3,500 3,500 0.00 1,726 967.60 967 60 758.49 44 411-4502 Educational Expense 1,000 25,000 28,548 24,685.40 2,189.58 26,874.98 5,000 1,395 395.00 1,000.00 1,395.00 1,672,93 6 411-5200 Computer Equipment 0.00 0 411-5250 Computer Software ----------------3,189.58 159,257.94 10,103.06 6 TOTAL COMPUTER 168,842 169,361 156,068.36 10 - GENERAL FUND - COUNTY COURT 27,802.40 3,935.60 12 27,802.40 31,738 31,738 0.00 426-1200 Salary Regular Employee 308.30 13 1,982.70 1,982,70 0.00 426-2150 Soc Sec Taxes 2,291 2,291 367,62 13 2,501.38 2,501.38 426-2300 Retirement Match 2,869 2,869 0.00 150 0 0.00 0.00 0.00 0.00 *** 426-2450 Unemployment Comp 1,000 820.58 1,000 820.58 426-3010 General Office Supplies 0.00 179.42 18 300 426-3095 Books & Publications 90 90 00 0.00 90.00 0.00 0 3,394.55 3,394.55 9,910.00 41,387.19 20,219.04 0.00 3,394.55 9,910.00 1,605.45 32 5.000 426-4010 Petit Jury 5,000 0.00 426-4010 Petit Jury 426-4015 Sub Court Reporter 0.00 0.00 10,000 9,910.00 90.00 10,000 50,000 47,825 41,387.19 6,437.77 13 426-4110 Senate Bill 7 Appointments 0 00 426-4135 Court Costs & Services 15,000 20,219 20,219.04 0.00 0 0.00 0.00 *** 0.00 426-4145 Transcripts 1,000 0 0.00 0.00 100.00 44 125.00 125.00 426-4502 Educational Expense 1,000 225 108,232.84 108,232.84 0.00 13.024.16 11 TOTAL COUNTY COURT 120,348 121,257 10 - GENERAL FUND - 115TH DISTRICT COURT 68,060 68,060 67,721.83 0.00 67,721.83 338.17 0 435-1100 Salary Apptd Official 435-1300 Part Time Employees 10,000 10,000 5,374.30 0.00 5,374.30 4,625.70 46 5,915.95 5,915.95 435-2150 Soc Sec Taxes 6,000 6,000 0.00 84.05 1 6,091.85 6,091.85 908.15 13 435-2300 Retirement Match 7,000 7,000 0.00 0 0.00 500 0 00 0.00 0.00 *** 435-2450 Unemployment Comp 1,445.05 1,709.01 2,000 263.96 290.99 15 435-3010 General Office Supplies 2,000 0.00 68 68.00 68 68.00 0.00 0 435-3090 Post Office Box Rental 3,500 4,176.50 16,366 16,216.00 ° -676.50 -19 3,500 0.00 4,176.50 435-3095 Books & Publications 435-4010 Petit Jury 16,366 18,500 0.00 16,216.00 150.14 1 0.00 · -440.00 -18 2,866.00 2,426 2,866.00 435-4011 Grand Jury 1,500 435-4012 Jury Commissioner 0.00 40 00 500 500 40.00 460.00 92 0.00 435-4013 Visiting Judge 1,000 1,000 929.08 929.08 70.92 7 0.00 12,298.00 0 00 0.00 109,649.62 21,685.38 0.00 102,675 00 22,325.00 12,000 12,298 12,298.00 435-4015 Sub Court Reporter 12,298.00 109,649.62 102,675.00 0 435-4110 Senate Bill 7 Appointments 135,000 131,335 17 125,000 102,675.00 435-4120 Ct Appt Attorney-Civil 125,000 22,325.00 18 0.00 0.00 1,811.31 0 00 *** 0 2,000 435-4125 Capital Murder Trial Expenses 0 0.00 1,811.31 0.00 435-4135 Court Costs 188.69 9 2,000 13,265 13,265.00 10,000 0.00 13,265.00 435-4145 Transcripts 0.00 0 170.61 435-4150 Juror Expenses 500 500 170.61 0.00 329.39 66 3,545 435-4185 Psychological Evaluations 2.000 3,545.25 0.00 3.545.25 0.00 0 50 30.96 30.96 435-4340 Dedicated Telephone Line 50 0.00 19.04 38 163

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UPSHUR CO AUDITOR BUDGETARY ACCOUNTING SYSTEM 09:05 36 29 AUG 2006

UPSHUR CO AUDITOR

B U D G E T A R Y A C C O U N T I N G S Y S T E M
Statement of Expenditures - Budget vs Actual

452-2300 Retirement Match

452-3010 Office Supplies

452-2450 Unemployment Comp

452-4502 Educational Expense

of office of fields, for	Statement of Ex	penditures GENERAL F	=	cual		
The Software Group, Inc.		ent YTD Exp	oenditures		· • • • • • • • • • • • • • • • • • • •	Page
10 - GENERAL FUND - 115TH DISTRICT COURT						
Account	Orıg Budget C	urr Budg et	YTD Expenses	Encumbrances	.YTD Exp + Enc	
435-4502 Educational Expense	1,500	1,534		0.00	•	
435-4600 Assoc & Organization Dues	2,400		2,968 00	0.00		0.00
TOTAL 115TH DISTRICT COURT			358,791.92			
10 - GENERAL FUND - DISTRICT CLERK						
450-1000 Salary Elected Official	37,093	37,093	32,455.92	0.00	32,455.92	(0 4,637.08
450-1200 Salary Regular Employee	130,009	130,009	•	0.00	131,432.29	
450-1900 Salary Supplements	0	0		0.00	0.00	-
450-2150 Soc Sec Taxes	11,949	11,949		0.00		
450-2300 Retirement Match	15,107	15,107		0.00	13,025.09	
450-2450 Unemployment Comp	650	0		0.00	0.00	×
450-3010 General Office Supplies	3,000	2,852		992.04	2,499.22	
450-3030 Stationery, Forms, Books	3,500	3,500		0.00	1,563 03	
450-3090 Post Office Rental	130	132		0.00	132.00	•
450-3095 Books & Publications	150	148	104.00	0.00	104.00	
450-4230 Bonds	250	250		0.00		
450-4502 Educational Expense	1,800	1,800	1,534.83	0.00	1,534.83	265.17
450-4520 Act Reimburseable Mi	. 0	148	-	0.00	148.37	
450-4600 Assoc & Organization Dues	300	300	85.00	0.00		215.00 7
TOTAL DISTRICT CLERK	203,938		192,491 68			
10 - GENERAL FUND - JUSTICE OF PEACE #1						
451-1000 4 - Salary Elected Official	27,192	27,192	23,793.00	0.00	23,793.00	3,399.00 1
451-1200 4 - Salary Regular Employee	41,655	41,655	38,152.34	0.00	38,152.34	3,502.66
451-2150 Social Security Taxes ER	5,410	5,410	4,630.99	0.00	4,630.99	779.01 1
451-2300 Retirement Match	6,393	6,393	5,573.19	0.00	5,573.19	819.81 1
451-2450 Unemployment Compensation	200	0	0.00	0.00	0.00	1
451-3010 General Office	1,500	1,453	3,420 10	-1,924.30	1,495.80	√ -42.32 -
451-4502 Educational Expense	1,500	2,325	-	0.00	2,325.10	
451-4520 TRAVEL & MILEAGE	1,000	385	385.42	0.00	385.42	
451-4600 Assoc & Organization Dues	200	36	36.00	0.00	36 00	0.00
451-4800 Building Lease	0	0	0.00	0.00	0.00	0.00 **
TOTAL JUSTICE OF PEACE #1	85,050	84,850	78,316.14	-1,924.30	76,391.84	8,458.16 1
10 - GENERAL FUND - JUSTICE OF PEACE #2						
452-1000 Salary Elected Official	27,192	27,192	23,793.00	0.00	23,793.00	3,399.00 1
452-1200 Salary Regular Employee	40,931	40,931	35,886.24	0.00	35,886.24	5,044.76 1
452-2150 Soc Sec Taxes	5,038	5,038	4,389.51	0.00	4,389.51	648.49 1
452-2300 Poticoment Match	4 150	6 150	5 740 77	0.00	E 740 77	

6,159

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UPSHUR CO AUDITOR BUDGETARY ACCOUNTING SYSTEM 09.05:37 29 AUG 2006

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UPSHUR CO AUDITOR B U D G E T A R Y A C C O U N T I N G S Y S T E M Statement of Expenditures - Budget vs Actual

The Software Group, Inc.

GENERAL FUND
Current YTD Expenditures

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10 - GENERAL FUND - COUNTY BUILDINGS						
Account		_	•		•	
510-1100 Appointed Official	31,191	•	27,291.60	0.00	·	
510-1200 Salary Regular Employee	65,905	•	57,302.60	0.00		
510-2150 Soc Sec Taxes	7,428	•	6,471.34	0.00	•	
510-2300 Retirement Match	8,778	•	7,610.86	0.00	-	•
510-2450 Unemployment Comp	400		0.00	0.00		
510-3110 Uniforms & Accessories	2,700		2,234.27	0.00	-	
510-3200 Gasoline	3,000	3,250	2,578.63	0.00	•	
510-3220 Oil, Grease & Lubricants	250		183.43	0.00		
510-3380 Misc. Expenses	13,000		11,588.28	77.84	9	
510-3390 Hand Tools, Equip, Etc. (\$100.00 o	1,000		842.10	0.00		
510-3400 Lawns & Grounds	1,000	•	996 75	0.00		
510-3440 Repair Parts-Vehicles	1,000		1,651.50	0.00	•	
510-3460 Plumbing	1,500		1,695.31	0.00	=	0.00 0
510-3470 Electrical	1,500	•	1,152.30	0.00	•	
510-3480 Janitorial Supplies	3,000		2,997.50	-37.50	•	
510-4300 Electricity	85,000	97,622	109,195.77	0 00	109,195.77	√-11,573.67 -12
510-4310 Water, Sewer & Garbage	55,000	57,222	57,258.52	0.00	57,258.52	-36.97 -0
510-4320 Natural Gas	28,000	28,000	29,478.21	0.00	29,478.21	-1,478.21 -5
510-4480 Labor	0	0	0.00	0.00		
510-4495 Contracted Services	85,000	89,746	94,114.75	0.00	94,114.75	-4,368.93 -5
510-5100 Facilities Improvement	203,000	180,215	172,957.00	2,281.55	175,238.55	4,976.67 3
OTAL COUNTY BUILDINGS	597,652	594,502	587,600.72	2,321.89	589,922.61	4,579.39 1
10 - GENERAL FUND - CONSTABLE #1						
51-1000 Elected Official	21,242	21,242	18,586.47	0.00	18,586.47	2,655.53 13
51-2150 Social Security Taxes ER	1,539	•	1,421.70	0.00	1,421.70	117.30 8
51-2300 Retirement Match	1,921	1,921	1,672.26	0.00	1,672.26	248.74 13
51-3010 General Office	200	200	0.00	0.00	0.00	
51-3110 Uniforms & Accessories	0	0	0.00	0.00	0 00	0.00 ***
551-3145 Guns & Ammunition	100	100	0.00	0.00	0.00	
51-3200 Gasoline	1,000	1,000	638.76	0.00	638.76	361.24 36
551-3420 Vehicle Repair & Maint.	1,500	1,500	228.90	0.00	228.90	
51-4230 Bonds	0,500	0.00	0.00	0.00		0.00 ***
51-4600 Assoc & Organization Dues	35	35	0.00			
551-5350 Communication Equipment	500	500	347.56	0.00	347.56	
OTAL CONSTABLE #1	28 037	28 037	22 895 65	0.00	22 895 65	5 141 35 18
10 - GENERAL FUND - CONSTABLE #2	28,037	28,037	22,895.65	0.00	22,895.65	5,141.35 1
552-1000 Elected Official	21,242	21,242	18,586.47	0.00	18,586.47	2,655.53 13
52-2150 Social Security Taxes ER	1,415	1,415	1,173.27	0.00	1,173.27	241.73 17
552-2300 Retirement Match	1,921	1,921	1,672 26	0.00	1,672.26	248.74 13
52-3010 General Office	200	200	130.50	0.00	130 50	69.50 35
52-3145 Guns & Ammunition	100	100	0.00	0.00	0.00	
552-3200 Gasoline						100.00 100
552-3420 Vehicle Repair & Maint.	1,000	1,000	189.08 458.20	0.00	189.08	810.92 81
DE STED VEHICLE REPAIR & Maint.	1,500	1,370	430.20	0.00	458.20	911.30 67

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Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

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40 OFFICAL FUND DOT #4						
10 - GENERAL FUND - PCT. #1	On a Budman	Cunn Budman	VID Evnances		VID Eve + Eng	UnEna Palanca VPm
Account	600,000	674,608	674,608.20	0.00	674,608.20	.UnEnc Balance %Rm 0.00 0
	50,000	•	31,032.62	0.00	31,032.62	· -1.00 -0
611-3350 Plant Mix Asphalt 611-3360 Slurry Seal	25,000	•	0.00	0.00	0.00	0.00 ***
611-3380 Misc. Expenses	13,000		8,631.75	0.00	8,631.75	4,368.25 34
611-3390 Hand Tools	10,000	•	4,288.33	0.00	4,288.33	5,711.67 57
611-3420 Vehicle Repair & Maint.	30,000	30,000	23,959.03	299.42	24,258.45	5,741.55 19
611-3430 Equipment Repair & Maint.	80,000	80,000	75,853.99	2,208.07	78,062.06	1,937.94 2
611-3460 Plumbing	1,500	1,500	0.00	0.00	0.00	1,500.00 100
611-3470 Electrical	5,000	0.00	0.00	0.00	0.00	0.00 ***
611-4300 Electricity	6,000	6,096	6,318.89	0.00	6,318.89	-222.44 -4
611-4310 Water, Sewer & Garbage	2,000	•	3,643.94	0.00	3,643.94	-239.23 -7
611-4335 Long Dist Telephone Serv	4,500	2,999	140.87	0.00	140.87	2,857.97 95
611-4480 Labor	5,000	2,999	0.00	0.00	0.00	0.00 ***
611-4495 Contracted Services	85,000	59,039	59,038.75	0.00	59,038.75	0.00 0
611-4700 Equipment Lease	•	7,467	7,466.66	0.00	7,466.66	0.00 0
• •	14,000 0	7,467	0.00		0.00	0.00 ***
611-5000 Land/Buildings	10,000	3.000	1,627.56	0.00	1,627.56	
611-5100 Facilities Improvement 611-5600 Road Equipment	•		212,574.00	0.00	•	1,372.44 46 0.00 0
611-6000 Principal	215,000 0	212,574 0	0.00	0.00	212,574 00 0 00	0.00 ***
611-6500 Interest	0	0	0.00	0.00	0.00	0.00 ***
off-6500 Interest	0		0.00	0.00	0.00	0.00 ~~"
TOTAL PCT. #1	2,315,429	2,314,837	2,154,890.77	3,020.21	2,157,910.98	156,925.98 7
10 - GENERAL FUND - RIGHT OF WAY						
625-5050 Purchase Right of Way	77,200	77,200	-0.21	0.00	-0.21	77,200.21 100
TOTAL RIGHT OF WAY	77,200	77,200	-0.21	0.00	-0.21	77,200.21 100
10 - GENERAL FUND - ALLOCATIONS TO ORGANIZAT	IONS					
633-1000 ECONOMIC DEVELOPMENT	25,000	25,000	25,000.00	0.00	25,000.00	0.00 0
633-4630 GLADEWATER LIBRARY	5,000	5,000	5,000.00	0.00	5,000 00	0.00 0
633-4631 NORTHEAST TEXAS CHILD ADVOCACY CENT	•	5,000	5,000.00	0.00	5,000.00	0.00 0
633-4632 GREGG COUNTY HUMANE SOCIETY	6,500	6,500	6,500.00	0.00	6,500.00	0.00 0
633-4633 ELDERLY MEALS	5,236	5,236	5,235.00	0.00	5,235.00	1.00 0
633-4634 SABINE VALLEY MHMR	15,000	15,000	15,000.00	0.00	15,000.00	0.00 0
633-4635 LITERACY PROGRAM	10,801	10,801	10,800.50	0.00	10,800.50	0.00 0
633-4636 HISTORICAL COMMISSION	500	500	0.00	0.00	0.00	500.00 100
633-4637 SOIL & WATER CONSERVATION DISTRICT	3,000	3,000	3,000.00	0.00	3,000.00	0.00 0
633-4638 ROTARY CLUB	706	706	706.00	0.00	706.00	0.00 0
633-4639 KIWANIS CLUB	994	994	993.50	0.00	993.50	0.00 0
633-4640 . FRIENDS OF THE LIBRARY	5,000	5,000	5,000 00	0.00	5,000.00	0.00 0
Sto V (Kiendo of the etalmin)		3,000	J,000 00			0.00 0
TOTAL ALLOCATIONS TO ORGANIZATIONS	82,736	82,736	82,235.00	0.00	82,235.00	501.00 1

10 - GENERAL FUND - CHILD PROTECTIVE BOARD

UPSHUR CO AUDITOR B U D G E T A R Y A C C O U N T I N G S Y S T E M 09:05:38 29 AUG 2006

UPSHUR CO AUDITOR

B U D G E T A R Y A C C O U N T I N G S Y S T E M

Statement of Expenditures - Budget vs Actual

Statement of Expenditures - Budget vs Actual								
The Software Group, Inc.	Curi	GENERAL i ent YTD Exp				Page	13	
	·							
10 - GENERAL FUND - CHILD PROTECTIVE BOARD								
Account	Orig Budget (Curr Budget	YTD Expenses	Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Rm	
640-4630 . GLADEWATER LIBRARY	0	_	0 00	0.00				
TOTAL CHILD PROTECTIVE BOARD	0	0	0.00	0.00				
10 - GENERAL FUND - NORTHEAST TEXAS CHILD ADV	OCACY CENTER							
641-4630 Allocations to Organizations	0	0	0.00	0.00	0.00	0.00	***	
TOTAL NORTHEAST TEXAS CHILD ADVOCACY CENTER	0	0	0.00	0.00	0.00	0.00	***	
10 - GENERAL FUND - INDIGENT HEALTH								
642-1100 Salary Appointed Official	35,094	35,094	30,706.62	0.00	30,706.62	4,387.38	13	
642-2150 Social Security Taxes-ER	2,457	2,457	•	0.00		•		
642-2300 Retirement Match	3,173	3,173		0.00	•			
642-2450 Unemployment Compensation	200	0	0.00	0.00	•			
642-3010 Office Supplies	150	150		0.00		40.05		
642-4801 Physician, Non	10,000	10,000			2.138.87	7,861.13		
642-4802 Prescription Drugs	15,000	13,941		0.00				
642-4803 Hospital Charges	60,000	60,000		0.00	-	16,583.10	28	
TOTAL INDIGENT HEALTH	126,074	124,815	87,523.44	0.00	87,523.44	37,291.56		
10 - GENERAL FUND - SABINE VALLEY MHMR								
644-4630 Allocations to Org	0	0	0.00	0.00	0.00	0.00	***	
TOTAL SABINE VALLEY MHMR	0	0	0.00	0.00	0 00	0.00	***	
10 - GENERAL FUND - LIBRARY SERVICES								
650-1100 Salary Apptd Official	33,164	33,164	29,018.43	0.00	29,018.43	4,145.57	13	
650-1200 Salary Regular Employee	81,095	81,095	69,666.63	0.00	69,666.63	11,428.37	14	
650-1300 Part Time Employees	7,000	7,000	6,491.66	0.00	6,491.66	508.34	7	
650-2150 Soc Sec Taxes	9,292	9,292	7,792.59	0.00	7,792.59	1,499.41	16	
650-2300 Retirement Match	10,381	10,381	8,878.77	0.00	8,878.77	1,502.23	14	
650-2450 Unemployment Comp	600	0	0.00	0.00	0.00	0.00	***	
650-3010 General Office Supplies	3,500	3,500	3,681.87	-61.64	3,620.23	- 120 23	-3	
650-3097 Subscriptions	2,300	2,509	2,507.67	0.00	2,507.67	1.80		
650-3380 Other Operating	300	91	0.00	0.00	0.00	90.53	100	
650-4495 Other Contracted Serv.	12,000	15,000	15,020.80	0.00	15,020.80	-20.80	-0	
650-4502 Educational Expense	1,000	1,000	754.29	0.00	754.29	245.71	25	
650-4600 Assoc. & Organization Dues	200	200	200.00	0.00	200.00	0.00	0	
650-5475 Library Materials	30,000	30,000	27,801.43	117.60	27,919 03	2,080.97	7	
TOTAL LIBRARY SERVICES	100 972	107 272	171 91/ 1/	5E 04	171 970 10	21 741 00	11	

190,832 193,232 171,814.14 55.96 171,870.10 21,361.90 11

TOTAL LIBRARY SERVICES

Pam Pam

From Account #	To Account #	Amount		
73-403-1300	10-403-1200	> 20,232.26		

This is what the County Treasurer's states that I will need to finish out my budget year on regular salaries (see attached note from Myra). As you are aware, I have done this every year, supplementing my regular salaries to defray tax dollars.

I have over \$9,000.00 left in my record archive account #73-790-6999 to pay my parttime salaries and one full time record management position for the rest of this budget year. It is very important that the County Clerk's office not stop the scanning and indexing of archive records that we are during.

Thanks,

Robin

: 10-403-1200 - Expenditure - DETAIL Account Id Description : GENERAL FUND - COUNTY CLERK - Salary Regular Employee 2005-2006 Fiscal Year Budget : 107,246.80 YTD Exp: 111,468.87 Budget Bal -4-222-07 YTD Enc: 0.00 .. Total Debits ·Total CreditsNet Change Closing Balance Balance Fwd 10,942.21 0ctober 10-942-21 10,942.21 November 10-656-43 10-656-43 21,598.64 December 10-666-43 10-666-43 32,265.07 10,582.73 January 10,582.73 42,847.80 February 10,518.21 10-518-21 53,366.01 March 10,600.90 10-600-90 63,966.91 April 10-669-46 10,669.46 74-636-37 10,150.85 May 10,150.85 84,787.22 June 10,671.46 10-671-46 95-458-68 10,673.46 10,673.46 106-132-14 July 5,336.73 5,336.73 August

(L)ast Year Activity G/L (T)ransactions

(E)ncumbrance Activity

(B)udget Activity

Enter "Selection" or <RET> to Exit: _

from came
mya!

8/31 5334.73 9/15 5334.73 9/31 5336 73

16,010.19. (not including Path Hasis, 21,222.07) budget balance 8/15/06 20,232.26 (needed to cend the year at 6.00)

Upshur County Library

702 W Tyler Street Gilmer Texas 75644 903-843-5001 fax 903-843-3995 www.youseemore.com/upshur

August 23, 2006

To: Pam Lange, Upshur County Auditor

From: Ruth Semrau, Upshur County Librarian

Please make the following budget amendments:

moving \$20.80

from > 650-4502 (educational expense) to < 650-4495 (other contracted services).

moving \$180.00

from 650-4502 (educational expense) to 650-3010 (office supplies)

Pam, I think I have figured the gaps in 4495 and 3010 accurately. If not, please let me know.

I am watching what is left in 5475 (materials) so as to fill any other gaps that may appear and then to spend the remainder down on books by September 15.

Ace Lock & Safe Service 1204 Reel Road Longview, TX 75604

Invoice

Invoice #: 00018844

Date: 8/14/06

Ship V1a:

Page. 1

Bill To

Upshur County Tax Office 215 N. Titus Gilmer, TX 75644 Ship To:

Upshur County Tax Office 215 N. Titus

Gilmer, TX 75644

Description	Amount Tx
10 Duplicate Keys @ 1.50	\$15.00
3 Hours Labor @ 40.00	\$120.00
6 Cylinder Combination Changes @ 9.00	\$54.00
2 Safe Combinations @ 48.50	\$97.00
1 Service Call	\$50.00

RECEIVED

AUG 22 2006

AUDITOR'S OFFICE

	Freight:	\$0.00
	Sales Tax:	\$0.00
	Total Amount:	\$336.00
Your Order #: 25812	Amount	\$0.00
Shipping Date Terms: Net 30	Balance Due:	\$336.00

ACE LOCK & SAFE SERVICE

1204 Reel Rd LONGVIEW, TEXAS 75604 (903) 759-1117

WORK ORDER INVOICE

18844

DUPLICATE KEYS ORIGINAL KEYS DEADBOLT (TYPE) KNOBSET (TYPE) LOCKSET (TYPE) LABOR TO INSTALL ABOVE 3 M CYLINDER COMBINATION CHANGE SAFE COMBINATION GHANGE (SERVICE) EMERGENCY HOME/AUTO LOCKOUT SERVICE	1.50 TOTAL MATERIAL 1/0 7.00 48.50	15 00 15 00 12000 5400
ORIGINAL KEYS DEADBOLT (TYPE) KNOBSET (TYPE) LOCKSET (TYPE) LABOR TO INSTALL ABOVE 3 M CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (STATE OF COMBINATION CHANGE) EMERGENCY HOME/AUTO LOCKOUT SERVICE	TOTAL MATERIAL	15 V.D
DEADBOLT (TYPE) KNOBSET (TYPE) LOCKSET (TYPE) LABOR TO INSTALL ABOVE 3 M CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (SERVICE) EMERGENCY HOME/AUTO LOCKOUT SERVICE	1/0 9.00	
LABOR TO INSTALL ADOVE 3 MC CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (SEMERGENCY HOME/AUTO LOCKOUT SERVICE	1/0 9.00	
LOCKSET (TYPE) LABOR TO INSTALLABOVE 3 M CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (SAF	1/0 9.00	
LABOR TO INSTALL ABOVE 3 M CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (EMERGENCY HOME/AUTO LOCKOUT SERVICE	1/0 9.00	
CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (STATE COMBINATIO	1/0 9.00	
CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE (STATE COMBINATIO	400	12000 5400
CYLINDER COMBINATION CHANGE SAFE COMBINATION CHANGE () 2 EMERGENCY HOME/AUTO LOCKOUT SERVICE	9.00	5400
SAFE COMBINATION GHANGE (IN) Z EMERGENCY HOME/AUTO LOCKOUT SERVICE	1/	WATER A
EMERGENCY HOME/AUTO LOCKOUT SERVICE	78.00	
	1	77
		1
SERVICE CALL	50	5000
TOMER	TOTAL	27/00
TOMER ATURE	LABOR SUB-TOTAL	22/00
☐ MAIN ☐ REAR DOOR ☐ WINDOW ☐ SAFE	1	2 36 00
☐ FRONT DOOR ☐ HALL DOOR ☐ CLOSET ☐ PATIO DOOR ☐ SIDE DOOR ☐ INSIDE ☐	TAX	
☐ OPEN LOCK(S) ☐ INSTALL ☐ REPIN ☐ CLEAN/LUBR	TOTAL	33602
☐ SECURE ☐ REMOVE & ☐ CHANGE ☐ ADJUST		
FIT KEYS MASTER KEY MASTER KAN KAN KAN MASTER KAN	YEAR	MAKE

-	UPSHUR COUNT			Approved Di			0 Aug 2006
)	THE SOFTWARE				PCA FNB INS FN 08/15/06 thru		PAGE 1
-		HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions	
Ċ	142529-APCA	08/1 5/0 6	-UPSHUR-CO-CSCD-BENEFITS ACCO-	 \$905-82	\$905 <u>-82</u> -	CSCD-STATE BENEFITS	
_	142530-APCA	08/15/06	UPSHUR CO CSCD BENEFITS ACCO	\$25 54	\$25 54	CSCD STATE LIFE INSURANCE	
1.	142531-APCA	08/15/06	NATIONWIDE RETIREMENT SOLUTI	\$77 21	\$77 21	ENTITY#52039 PAYROLL DEDUCTIONS	
	-142532-APCA-		FIRST NATIONAL BANK GILMER		\$35, 45 <u>6</u> 46	FICATMEDICARE PAYROLL DEDUCTIONS	
r"	142533-APCA	08/15/06	FIRST NATIONAL BANK GILMER	\$17,456 75	\$17,456 75	WITHHOLDING PAYROLL DEDUCTIONS	:
) 25	142534-APCA	08/15/06	UPSHUR COUNTY IRC/125	\$285 93	\$285 93	125/NATIONAL FAMILY CARE PAYROLL DEDUCT	ION
·	142535-APGA	08/15/06	UPSHUR COUNTY IRC/125	\$184-65	\$184-65	125/AFLAC PAYROLL DEBUCTION	
2	142536-APCA	08/15/06	UPSHUR COUNTY IRC/125	\$82 23	\$82 23	125/AMERICAN HERITAGE PAYROLL DEDUCTION	
	142537-APCA	08/15/06	UPSHUR COUNTY IRC/125	\$147 67	\$147 67	125/TRANSPORT LIFE PAYROLL DEDUCTION	
==	142538-APCA	08/15/06	UPSHUR-COUNTY IRC/125 —-	\$252 13	\$252 13 -	125/CENTRAL UNITED PAYROLL DEDUCTION	
1 _=	142539-APCA	08/15/06	UPSHUR COUNTY IRC/125	\$5,238 89	\$5,238 89	125 DEPENDENT INS PREMIUMS/PAYROLL	
C.	142540-APCA	08/15/06	ATTORNEY GENERAL OF TEXAS	\$149 00	\$149 00	HARRY CROCKETT #98302DR	
2. –	142541-APCA	08/15/06	UPSHUR COUNTY INSURANCE ACCO-		\$801-28	DEPENDENT INS PREMIUMS/PAYROLL	
	142542-APCA	08/15/06	TXCSDU	\$88 00	\$88 00	N005932949/STANLEY	
 ' ,	142543-APCA	08/15/06	OFFICE OF THE ATTORNEY GENER	\$112 50	\$112 50	MITCHAEL JONES	
-	142544-APCA		OFFICE OF THE ATTORNEY GENER	\$112 50	\$112-50	-MITCHAEL JONES	
2 -	142545-APCA	08/15/06	TCSDU	\$90 00	\$90 00	ANDREW MULLINS	
,	142546-APCA	08/15/06	VALIC	\$440 OO	\$440 00	PAYROLL DEDUCTIONS	
	- 142547-APCA	- 08/15/06	OFFICE OF THE ATTORNEY GENER-	\$100 00		T # MILES	
ì	142548-APCA	08/15/06	OFFICE OF THE ATTORNEY GENER	\$302 50	\$302 50	BRIGHAM HANSLEY	
	142549-APCA	08/15/06	SHARON KEMP #0539655371	\$130 00	\$130 00	EARL BECK	
7	-142550-APCA	08/15/06	STANDING CHAPTER THIRTEEN-TR	- \$1 1 5 00	\$115 00-	CASE#04-20199 DERONDA-CAIN	
) -	142551-APCA	08/15/06	STANDING CHAPTER 13 TRUSTEE	\$324 00	\$324 00	CASE#04-20530 CYNTHIA FROST	
. —	142552-APCA	08/15/06	TG	\$208 50	\$208 50	WAGE WITHHOLDING PAYMENT	
-	-142553-APCA	08/15/06	VERITY NATIONAL GROUP	— \$1, -745-3 5	\$1,745-35	-125-PLAN-MEDICAL-SPENDING ACCOUNT-	
	142554-APCA	08/15/06	VERITY NATIONAL GROUP	\$208 00	\$208 00	125 CHILD CARE EXPENSES	

UPSHUR COUNTY			Approved Di	ABLE SY sbursements		30 Aug 2006
THE SOFTWARE G		Disburseme		PCA FNB INS FN 08/15/06 thru	9 125 08/30/04	PAGE 2
Check # H	 IC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions	
142555~APCA	08/15/06	ACCU CHEM LABORATORIES		\$481-00	CCP-INV#540704=06; 540796	
142556-APCA	08/15/06	ALLIED WASTE SERVICES #070	\$847 24	\$847 24	CO BLDG-#300700020542/-8/01-31/0	6 SERVICE
142557-APCA	08/15/06	ALLTEL	\$70 77	\$70 77	DPS-#LT39J94/7/28/06 BILLING	
142558-APCA	08/15/06-	AOS LASER-SERVICE	\$17084 00	\$1,084-00	CO TAX-CARTRIDGES FOR VOTER PRIN	ITER
142559-APCA	08/15/06	ARAMARK UNIFORM SERVICES INC	\$178 50	\$42 25 \$47 00	CO BLDG-#12829001/UNIFORM SERVIC CO BLDG-#12829001/UNIFORM SERVIC CO BLDG-#12829001/UNIFORM SERVIC CO BLDG-#12829001/UNIFORM SERVIC	E
142560-APCA	08/15/06		\$616 57	\$224 35 \$372 22	CCP-#9036653909 06/15/06 BALANCE SUP&CCP-#9036653909 07/15/06	 :
142561-APCA	08/15/06	BI-COUNTY WATER SUPPLY CORP	\$25 12		R&B-#3668/7/31/06 BILLING	
142562-APCA	08/15/06	BIG SANDY POLICE DEPT	\$150 00	\$50 OO	JP#3-#HCO6-079J3 KAREN ODOM JP#3-HCO5-157J3 KATHARINE GREENW JP#3-TO3-0641J3 THOMAS MARK LUCA	IAY
142563-APCA	08/15/06	BROOKSHIRES	\$133 63	\$56 17	D A -CONNIE GOMEZ/HOT CK RESTIT D A -DEBORAH KERSTEN/HOT CK RES	
142564-APCA	08/15/06	BRYAN & BRYAN		\$11,508 00 	R&B-ROAD OIL/6,300 GALL @ \$1 37 R&B-ROAD OIL/8,400 GAL @ \$1 37 R&B-ROAD-OIL/8,400 GALL @ \$1 37 R&B-ROADOIL/8,400 GALL @ \$1 37	
142565-AP C A	- 08/ 15/06 -	- CAMP COUNTY CLERK	\$24 1 0 7	- \$241 07	CO CT-#9240/C-POWELL TO ETMC BEH	-HEALTH-TYLER
142566-APCA	08/15/06	CERTIFIED SERVICE CENTER	\$73 00	\$73 00	CO BLDG-WORK ON GARBAGE DISPOSAL	
142567-APCA	08/15/06	CHANE YOUNG	\$651 O2	\$117 90 -\$235-88	CONST#1-33 GALS GASOLINE 911-45 GALS GASOLINE CO-BEDG-89 GALS GASOLINE D A-76 GALS GASOLINE	
1-42568-APCA	08/15/06	CHARLES PATTERSON PBLG-CO , I	\$11 46	\$11 46	CO BLDG-PLUMBING PARTS	-
142569-APCA	08/15/06	CHEROKEE COUNTY	\$367 00		CO CT-MI#33,641/COMMIT TO RUSK	
142570-APCA	 08/15/06	CHEVRON U S A INC	 \$270 25		CCP-#7898789859 07/28/06 BILLING	
142571 -APC A	08/15/06	CITY OF GLADEWATER	\$31-65	\$ 31 65-	JP#3-#0115000-001/-6/21-7/17/06	SERVICE
142572-APCA	08/15/06	CONROY FORD TRACTOR INC	\$436 71 ———————————————————————————————————		R&B-#21401/FILTERS, LENS, THERMOST	AT
142573-APCA	08/15/05	CORRECTION SOFTWARE CORP	\$1,488 00	\$1,488 00	SUP-PROFESSIONAL SERV FEES SEPT'	06

 UPSHUR COUNT		Checks	ing-Account(s) A	sbursements PCA FNB INS FN	₹B 125	30 Aug 2006
	GROUP, INC	Disburse	ements Made from	08/15/06 thru	0 08/30/06	PAGE 3
Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions	
1425 74 -APCA	- 08/15/05	CRYSTAL JOHNSON M S		\$1,130 OO	CCP-JULY'06 BILLING	
142575-APCA	08/15/06	D & W PRINTING COMPANY	\$1,542 80	\$1,542 80	CO TAX-ENVELOPES	
142576-APCA	08/15/06	DARBY EQUIPMENT COMPANY	\$21 76	\$21 76	R&B-LEAF SPRING	
 142577-APCA	~ 0 8715 706	DEANNA DRENNAN	*290 -00		D A-#14,048/PREPARATION-COST	
142578-APCA	08/15/06	DFMS	\$1,236 07	\$1,236 07	CO TREAS-10000 LASER CHECKS	
142579-APCA	08/15/06	DIAMOND D LUBE +	\$25 00	\$12 50 \$12 50	R&B-INSPECTION R&B-UNIT#608/INSPECTION	
142580-APCA	08/15/06	DOUG'S CHEVRON	\$203 38	\$203 38	JUV PROB-GASOLINE	
 1425 81-APCA	08/15/06	DOUG'S CHEVRON FOOD	#176 OO	\$176 00	D A-JO-PICKITT/HOT CK RESTITUTI	ON
142582-APCA	08/15/06	DWIGHT A BRANNON	\$2,750 00		D CT-#14,070&71/BENNY RAY SHOER	
 		- 2		- \$700-00	D CT-#14; 024/BRIAN KEITH WHITE	
				\$350 00	D CT-#13,993/TRACY W DARNELL	
				\$500 00	D CT-#14,018/JAMES J SPEARS	
				\$500 00	-D CT-#13,279/ROBERT KYLE-WILSON CO CT-#30,338/WILLIAM LLOYD PAR	
 1-42583-APCA	08/15/06		\$1,-600-00	\$1,600-00-	D CT-#13892/WILLIAM FLOYD LANE	
142584-APCA	08/15/06	ECONOMY AUTO SUPPLY INC	\$1,142 32		R&B-THERMOSTAT, GASKET, PARTS	
 					R&B-HOSE FITTING; FITTING; O-R	ING, U-RING
				\$15 57	R&B-COOLANT SENSR	
 				\$128 OO 	R&B-FITTINGS, O-RINGS, HOSE, HY FUNNELL	D UIL, UFF SEI
				\$100 14	R&B-HOSE/FITTINGS	
				\$10 07	R&B-SOCKET	
		-		\$74 64 -	R&B-BATTERY	
				\$246 94 \$58 99	R&B-FILTERS R&B-FUEL INJECTOR KIT, SHIPPING	
				- \$9-52 -	- R&B-EQUIPMENT- PARTS	' :
				\$46 26	R&B-FLASH LIGHT, 2 FILTERS	
				\$46 17	R&B-FILTERS	
				\$116-62	R&B-BRAKE SHOES, SHOE PIN KITS, FITTING, FITTING	HOSE, -
				\$20 79	R&B-FUEL FILTER	
 				- \$35 -33	-R&B-OIL-BATH SEAL	· · · · · · · · · · · · · · · · · · ·
				\$14 66	R&B-BELT	
				\$7 78	R&B-BELT	
			-	\$104 43	R&B-FILTERS/MUD FLAP	
				\$39 81	R&B-FILTERS	
				\$36 58	R&B-HOSE/FITTINGS	
				\$12 23		
				\$13 25cr	R&B-RETURN ITEMS	

UPSHUR COUNTY

30 Aug 2006

A C C O U N T S P A Y A B L E S Y S T E M
Approved Disbursements
Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 08/15/06 thru 08/30/06 PAGE THE SOFTWARE GROUP, INC

Check # H	C Date	Vendor	Check Amount	invoice Amts	Invoice Descriptions
142585-APCA	- 0 8/15/06	ETEX TELEPHONE -COOP - INC	\$ 5, 206-41	\$4,634 53 -	TELE COMM-#8434000/8/01/06 BILLING
				\$63 26	TELE COMM-#9682941/8/01/06 BILLING
				\$41 37	TELE COMM-#7626731/8/01/06 BILLING
				\$37 72	-R&B-#7626266/8/01/06-BILLING
				\$32 88	TELE COMM-#7346164/8/01/06 BILLING
				\$37 43	TELE COMM-#7345822/8/01/06 BILLING
				\$19 95 —	TELE COMM-#8437623/8/01/06 BILLING
				\$199 43	JP#1-#6806269/8/01/06 BILLING
				\$30 50	
					TELE COMM-#6808350/8/01/06 BILLING
		-		\$19-95	CO CLK-#8380226/8/01/06 BILLING
				\$31 50	JP#1-#6802279/8/01/06 BILLING
				\$57 39	911-#8380809/8/01/06 BILLING
				\$0 50	TAX-#8430630/8/01/06 BILLING
142586-APCA	08/15/06	ETMC GILMER	\$622 46	\$71 06	INDIG-SARAH LEVERETT/7/27/06 MEDICAL
				\$551 40	INDIG-SARAH LEVERETT/7/28/06-MEDICAL
142587-APCA	08/15/06	FAST FOODS HOLDINGS	\$64 OO	\$64 00	D A-JB PICKITT/HOT CK RESTITUTION
142588-APCA	08/15/06	FIRST NATIONAL BANK GILMER	\$51,506 25		DEBT SERVICE-1997 C D 'S INTEREST DUE 08/15/06
142589-APCA	08/15/06	FIRST NATIONAL BANK OF GILME	\$99 86	\$25 18	TAX-200 DEPOSIT TICKETS(TX DOT ACCT)
				\$19 89	TAX-200 DEPOSIT TICKETS(AUTO SALES TAX ACCT)
				\$ 54 -79	TAX-CHECKS-FOR TAX ACCT
142590~APCA	08/15/06	FRANK S MURPHY, D D	\$708 25	\$708 25	D CT-#14.021/CONTRACTED FEES
142591-APCA	08/15/06	GATEWAY BUSINESS	\$1,588 76	\$1,588 76	ELECT-#17675007/COMPUTER(TAX OFFICE)
142592-AP CA	-08/15/06	GEORGE P BANE-INC	\$454-20-	\$241 44	-R&B-#91938/KNIFE(12)
				\$212 76	R&B-#90938/2 LIFT CABLES: 4 BLADES
142593-APCA	08/15/06	-GILMER-COMPUTER TECH	\$7:15 40	\$669 00	D A-COMPUTER, SET- UP
				\$46 40	D A-SWITCH, CABLE
142594-APCA	08/15/06	GILMER DISCOUNT TIRE	\$688-9 0 -	\$356 ·00	R&B-4 TIRES
				\$315 90	R&B-4 TIRES
				\$17 00	R&B-TUBE, LABOR
	08/15/06	GILMER DRUG COMPANY	- \$446 77	\$446 7 7	INDIG6/07-7/27/06 PRESCRIPTIONS
1.47504_ADCA _	00/15/04	- GILMER- LUMBER- COMPANY -INC	+32 15	\$6 9 0	CD -BLDG~MOLDING
THEU/OTHERN T	00,10,00	ATCHER CONDEN CONTRACT 140	*JE 10	\$25. 25	CO BLDG-READY MIX, CEMENT, BIT
142597-APCA	08/15/06	GREATAMERICA LEASING CORP	- \$180 -05-		-UP#3-#0140287676000/7/26/06-BILL-ING
				\$90 98	JP#1-#0140287677/7/28/06 BILLING
142598-APCA	08/15/06	- GREG-MANDREGER	\$900 00-	\$900-00 -	-EMG MANG-3RD QTR'06 BUDGET-ALLOCATION

UPSHUR COUN	TY		ACCBUN	Approved D	ısbursement	ts		30 Aug	2006
THE SOFTWAR	E GROUP, INC		Checking A Disbursement					PAGE	5
Check #	HC Date	Vendor	c	heck Amount	Invoice A	 \mts	Invoice Descriptions		
						54	R&B-ADAPTER	-	
1					\$0	54	R&B-ADAPTOR		
					\$3	09	R&B-WHISK BROOM		
<u>_</u>					\$1-	50-	-R&B-NO-SMOKING-SIGN		
,					\$8.	63	CO BLDG-BRASS PADLOCK		
					\$17	95	R&B-FUEL HOSE		
×					\$1 <u>1</u> -	21	-CO-BLDG-ELECTRICAL-SUPPLIES		
1					\$8	98	CO BLDG-WASP SPRAY		
					\$6	20	CO BLDG-COMP STRT STOP		
					\$9-	79	R&B-LTHR PALM FLUOR ORNG/FENCE STAP	LE	
19					\$92	25	R&B-CHAIN SAW REPAIR		
					\$25	00	R&B-LABOR CHARGE		
²					*19	71	-CO BLDG-PARTS; SCREWS, NUTS		
					\$18	59	CO BLDG-SCREWS, SPRAY, FREDN		
="					\$5	78	CO BLDG-2 BITS		
<u>-</u>	 -					05	CO-BLDG-VALVE GREASE		
2					\$4	68	CO BLDG-PLUNGER		
_5					\$16	18	CO BLDG-VALVE		
2"					\$15	16			
4.0					\$25	89	R&B-FUEL FILTER		
-					\$1	79	CO BLDG-SUPP LINE		
	—					49			
•					\$4		CO BLDG-OIL		
					\$3		R&B-RECTORSEAL LUBE		
142600-APCA	08/15/06	HALL SIGNS OF TEXAS	 3	\$741 6	3 \$741	63	R&B-#3641/6 SIGNS, 6 STANDS, FREIGHT		
142601-APCA	- 0 8/1-5/06	HANDY-MART DIANA		\$255-00)- \$255	00 —	-D A -BRIAN-DEHART/HOT CK RESTITUTION	DN	
142602-APCA	08/15/06	HOLMES CONCRETE PIF	PE	\$1,011 00	\$1,011	00	R&B-30'X48" STEEL CULVERT		
142603-APCA	08/15/06	HDLT CAT		\$1,126 40	\$858	57	R&B-#1228190/RIM		
					\$189	17	R&B-#1228190/FLANGE		
==================================			-		\$78	66	R&B-#1228190/VALVE; SEAL; RING	-	
142604-APCA	08/15/06	INGRAM BOOK CO		\$224 11	\$15	57	CO LIB-#2083975/1 BOOK		
					\$46-	-1-1	-CB LIB-#2083975/3 -BOOKS -		
-					\$162	43	CO LIB-#2083975/11 BOOKS, SHIPPING		
142605APCA	08/15/06	JOANNA STANFIELD		\$35 -78	\$ \$35	78	TAX-REIMB MILEAGE/GLADEWATER/113 6M	I @\$0 315	-
142606-APCA	08/15/04	JOHN W MOORE		\$1,050 00	\$350	იი	D CT-#14,066/KERSEY, LACEY		
					- +350-		-D CT-#13, 956/KEITHAN WAYNE JACKSON	== =	
					\$350		CO CT-#29,755/DAVID MARSH		
	08/15/04	- KEN HALL		\$1,500 OC)\$1,500 -	-00	D A-RESTITUTION/#13,858 WILLIE LEE 1	3RO W N	
142608-APCA	08/15/06	LINEBARGER GOGGIN E	LAIR&SAMP	\$7, 977 7 0	\$7,383	88	JP#2-APRIL'05-APRIL'06 DELINGUENT CO	OURT	
					\$422	20	JP#2-MAY 2006 DELINQUENT COURT FEES	kFINES	

\$171 62 JP#2-JUNE'06 DELINQUENT COURT FEES&FINES

UPSHUR COUNTY		N T S P A Y Approved D1	sbursements		30 Aug 200
THE SOFTWARE GROUP, INC	Checking Disburseme	nts Made from (PAGE
Check # HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions	
- 142609-APCA 08/15/0	06 LITTLE STEPS	\$ 97~00		D A -JENNIFER HUNT/HOT CK RESTITUT	ION
142610-APCA 08/15/0	06 MATTHEW PATTON	\$1,200 00		D CT-#04-06/I-I-O-GASPAR CHILD D CT-#14142/TIMOTHY ALLEN MEANS CO CT-#30,824/JAIME TORRES	
142611-APCA 08/15/0	6 MATTHEW THIESSEN	\$1,25 0-00	\$17250 OO	D A-RESTITUTION/JOHN-O-STANLEY	
142612-APCA 08/15/0	6 MCKENIZIE CLINIC	\$155 00	\$155 00	SUP-#UPS00000/WOODS & McCASLAND	
142613-APCA 08/15/0	6 MELINDA SMITH	\$436 95	\$436 95	JUV PROB-REIMB 782 6MILES@ 405/MI.M	EALS
-142 614-APCA	6 MELISSA CHEVALIER		\$104-00	D-CLK-REIMB MEALS CUTS-CONF \$26(4D	AYS)
142615-APCA 08/15/0	MICHAEL MARTIN ATTY	\$700 OQ 	\$350 00 - - \$ 350 00 -	CO CT-#29,831/TORGIE ANDERSON CO-CT-#30,347/CHARLES-D-KING,JR	
142616-APCA 08/15/0	6 MICHEAL SMITH	\$8 66	\$ 8 66	TAX-REIMB/COUNTERFEIT DETECTOR PENS	
142617-APCA 08/15/0	6 MIKE FETTER	\$168 45	\$168 45	D A-REIMBURSEMENT/SEMINAR	
-142 618-APCA	6-NATALIE BROWN	- \$8-98-	\$8 9 8-	NON DEPT-REIMBURSE/28-5 MI @ \$0 315	
142619-APCA 08/15/0	6 NATIONAL FAMILY CARE	\$698 10	\$698 10	#3152 07/31/06 PAYROLL DEDUCTIONS	
142620-APCA 08/15/0	6 NEWSOM'S GROCERY	\$111 70	\$111 70	D A -DEBRA KAY/HOT CK RESTITUTION	-
142621-APCA -00/15/0	6 OLMSTED-KIRK PAPER COMPANY-	\$91 25	\$91 25	CO BLDG-#32479/PAPER TOWELS	
142622-APCA 08/15/0	A PATRICIA HARRISON	\$705 OO -	\$235 00 \$235 00 \$235 00	D CT-COURT REPORTING 7/26/06 D CT-COURT REPORTING 7/27/06 D CT-COURT REPORTING 8/07/06	
-142623-APCA -08/15/	6 PAULA GENTRY -	-\$80-51	\$80 51	TAX-REIMB /255 6MI@\$ 315	
142624-APCA 08/15/0	6 PEEBLES LUMBER COMPANY	\$28,659 31	\$28,659 31	D A-RESTITUTION/PRESTON GREEN	
142625-APCA 08/15/0	6 PETERS AUTOPLEX	\$16 33	\$16 33	R&B-#7235/SWITCH	
-142626-APGA	6-PETROLEUM TRADERS CORP	\$12,780-45	\$12,780 45	R&B-#210052/4,999GALS DIESEL @ \$2 3	5
142627-APCA 08/15/0	6 POWERPLAN OIB	\$2, 923 93	\$104 28 	R&B-A/C PARTS FOR TRACTOR R&B-GOMPRESSOR SHIPPING R&B-BELT/SHIPPING R&B-WHEEL, TIRE VALVE, SHIPPING -R&B-CUTTING-EDGES/BOLTS/NUTS	

--- \$43 69

\$22 91- R&B-#101437/-6/13-7/12/06 SERVICE

\$20 78 R&B-#100412/-6/20-7/20/06 SERVICE

08/15/06 - PRITCHETT WATER SUPPLY-CORP

142628-APCA

UPSHUR COUNTY A C C O U N T S P A Y A B L E S Y S T E M 30 Aug 2006

Approved Disbursements
Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE (GROUP, INC			08/15/06 thru		PAGE
Check # H	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions	
-142629-APCA	08/15/06-	PROFESSIONAL TECHNICAL ASSIS			CO-BLDG-REPAIR RADIO	
				\$152 00 \$37 50	CO BLDG-RADIOS R&B-RADIO REPAIR	
142630-APCA	08/15/06	QUILL CORPORATION	\$8 29	9 \$8 29	TAX-#857133/OFFICE SUPPLIES	
-1426 31-A PCA	- 08/15/06		\$105-6 0	-\$105-60	CONST#1-RECORDER	
142632-APCA	08/15/06	REARDON PLUMBING	\$186 93		CO BLDG-PLUMBING WORK @ JAIL	
				\$101 15	-CO BLDG-PLUMBING-WORK @ JAIL	
142633-APCA	08/15/06	RICK BROWN	\$305 00		R&B-SERV CALL, BOOT, MT 1 TIRE	
					-R&B-SERV CALL: TIRE MOUNT	
				\$70 00	R&B-SERV CALL, 2 TIRE MOUNTS	
				\$50 00	R&B-SERV CALL, 1 TIRE MOUNT	
				\$45 OO	-R&B-SERV CALL/1FLAT REPAIR	
142634-APCA	08/15/06	RID-X TERMITE & PEST CONTROL	\$740 00	\$740 00	CO BLDG-EXTERMINATION	
142635-APCA		ROBERT BENNETT & ASSOC	\$1,750 00		CO CT-#29,566/DAMEON HARTMAN	
				\$350 00	CO CT-#30,271/JASON TODD MORRIS	
				\$350 00	CO CT-#29.760/JASON TODD MORRIS	-
				\$350 00	D CT -#13,962/DAMEON JAMES HARTMAN	
				\$350 00	D CT-#13,954/BRIAN KEITH ISAM	
142636-APCA	08/15/06	ROBERT LEE COLE JR	\$350 00	\$350 00	D CT -#13312/AMBER ELIFF JOHNSON	
142637-APCA-	08/15/06	- RON AVEY -	- \$107- 32	\$107 32-	JUV PROB-REIMB/265MILES@ 405/MI	
142638-APCA	08/15/06	SAV-ON OFFICE SUPPLY INC	\$566 3 8		CO CLK-OFFICE SUPPLIES	
		-		-\$9 -99	CO-CLK-INK-JET	
				\$46 18	DPS-OFFICE SUPPLIES	
				\$10 99	D A-RIBBON	
		-		\$67 17	-D A-STORAGE BOXES-	-
				\$125 97	CO CLK-PAPER	
				\$11 99	JF#1-ENVELOFES	
				\$14-99	D-CLK-MOUSE	
				\$47 21	D A-OFFICE SUPPLIES	
				\$79 53	SUP-INKJET CART(2), HIGHLIGHTER, LEGAL	PAD
		-		\$23-99	CO TAX-PAPER	
				\$13 69	D CT-OFFICE SUPPLIES	
				\$22 47	D A-FASTENERS	
				\$81 22	R&B-OFFICE SUPPLIES	
142639-APCA	08/15/06	SHANE JACKSON LPC	\$200 00	\$200 00	CCP-COUNSELING SERVICES JULY'06	
142640-AFCA	08/15/06	SHARON WATER SUPPLY CORP	\$26 90		R&B-#070053000/-6/11-7/11/065ERVICE	
-142641-APCA	08/15/06	SHIRLEY C FORE -	\$235 00	-\$235 OO -	-60-CT-COURT REPORTING-7/24/06	

UPSHUR COUNTY ACCOUNTS PAYABLE SYSTEM

Approved Disbursements

30 Aug 2006

THE SOFTWARE GROUP, INC Disbursements Made from 08/15/06 thru 08/30/06 PAGE 8

THE SOFTWARE (GROUP, INC	Disburseme	nts Made from 	08/15/06 thr	ru 08/30/06 	PAGE	
Check #	HC Date	Vendor	Check Amount	Invoice Amts	s Invoice Descriptions		-
					DRY		
				\$81 00			
				\$1,380 00 			
				\$253 20	R&B-DEISEL FUEL CONDITIONER,		
				4200 EC	GREASE, HAND CLEANER, BATTERY		
				- - \$575 4 4-			
					FREON, SHOP TOWELS		
				\$366 00	R&B-55 GAL MOTOR OIL		
			~		R&B-55 GAL HYD FLUID		
142643-APCA	08/15/06	SMOKE SHOPPE	\$87 84	\$87 84	D A -DIANNA GOODMAN/HOT CK RE	STITUTION	
142644-APCA	08/15/06	SOUTHEAST TEXAS FORENSIC CEN	\$1,500 00	\$1,500 00	JP#4-VANEASA CHESHIER/AUTOPSY		
142645-APCA	08/15/06	SOUTHERN TIRE MART	\$3 , 41 1-00	\$3,411-00	- R&B-O-RINGS TIRES, TUBES		
142646-APCA	08/15/06	SOUTHWESTERN ELECTRIC POWER	\$3,344 21	\$114 97	ST LIGHTS-#96858000001/-6/28-	7/28/06 SERVICE	
	-			-\$3,144 82	CO BLDG-#96989100001/-6/28-8/	01/06 SERVICE	
				\$84 42	CO BLDG-#96369100001/-6/28-8/	01/06 SERVICE	
142647-APCA —	08/1 5/06	STANDARD SUPPLY & DIST -CO	\$28 -80	\$28 80	CO BLDG-#103197/FILTERS		
142648-APCA	08/15/06	STEWART INSURANCE AGENCY	\$71 00	\$71 00	D A-CYNTHIA JAN FROST/NOTARY	DOND CHOCK	
142649-APCA	08/15/06	TELETOUCH CORPORATION	\$29 97	\$29 97	D CT-#57503471/SERV TO 8/31/0	5	
-142650-APCA	08/15/06-	TEX-CHEC-SERVICE CO	- \$441 00	\$44 1 -00	CO BLDG-REPAIR CHAIR LIFT		
142651-APCA	08/15/06	TEXAS ASSOCIATION OF COUNTIE	\$225 0 0	\$225 00	COMM CT-LLOYD CRABTREE REGISTI	RATION/ANNUAL	
142652-APCA	08/15/06	TEXAS AWNING & CANVAS INC	\$150 00	\$75 00	CO BLDG-REPAIR FLAG		
				\$75 00	CO BLDG-FLAG REPAIR		
142653-APCA	00/15/04	TEXAS DIST &CO ATTY ASSOC	\$300 00	\$150 00	D A-TIMOTHY J CARIKER/SEMINAR		
145000-WLCW		15440 P101 WCD H111 H000C	#300 OO		D A-MICHAEL BRUCE FETTER/SEMIN	NAF	
				4100 00	A CONTRACTOR AND AND A SECURITION OF THE CONTRACTOR	*C#*	
142654-APCA	08/15/06	TEXAS PARKS & WILDLIFE	\$62 05	\$40 80	JP#3-DAVID DEL PASSMORE/#CRO6-	-089J3	
			-	\$21 -25 -	JP#3-CHRISTOPHER COLE DAVIS/#0	CR06-086J3	
142655-APCA	08/15/06	THE GILMER MIRROR	\$34 30	\$34 30	CO IND-PRINTING ENVELOPES		_
142656-APCA		THE LIBRARY STORE INC	\$266 56		CO LIB-#20292/OFFICE SUPPLIES		
142657 -APCA	08/15/06	TIM CONE	\$1 ₇ -750-00-	\$350-0 0 -	- D CT-#14025/BRODERICK LAMAIL-	JONES	
				\$350 00	D CT-#13791/JOE ROSS CHRISTIAN	4	
				\$350 00	D CT-#J-8-06/I-I-O-SPANGLER CH		
					CD CT-#29,647/MICHAEL W GODWII		
				\$350 00	CO CT-#30,088/DAVID MICHAEL PO	BCKE	

	THE SOFTWARE	GR	OUP, INC	Disburseme	nts Mad	u 08/30/06 PAGE			
	Check #	HC	Date	Vendor	Check	Amount	Invoice	Amts	Invoice Descriptions
_	142658-APCA		08/15/06	TLC TONERLAND LP		\$58-3	±5 — \$ 5	8-35	D A-#0019001910004/=7/24-8/24/06 SERVICE
	142659-APCA		08/15/06	TONERLAND CORP/TLC CORP	\$6	,562 0	0 \$6,56	2 00	NON DEPT-#201810/COPIER, ASSESORIES
	142660-APCA		08/15/06	TOP STOP		\$60 5	3 \$6	0 53	D A -ROBERT GALINDO/HOT CK RESTITUTION
	142661-APCA		-08/15/06-	TWIN STATE TRUCKS INC		\$184 °0 	\$10 \$11	6 19 8 00	R&B-#19127/BRAKE PARTS
	142662-APCA		08/15/06	UNITED POSTAL SOLUTIONS		\$187 9	5 \$18	7 95	NON DEPT-LABELS, CARTRIDGE, SHIPPING
	142663-APCA		08/15/06	UPSHUR RURAL ELECTRIC		\$25 0	0 \$2	5 00	D A -CYNTHIA JAN FROST/HOT CK RESTITUTION
-	142664-APCA		08/15/06	UPSHUR TAX ASSESSOR&COLLECTO		\$149 -9	6\$14	9-96-	D A -JIMMIE LEE/HOT CK RESTITUTION
	142665-APCA		08/15/06	UPSHUR-RURAL ELECTRIC COOP		\$316 1 		1 33 8-01 6 84	R&B-#49674001/-6/19-7/22/06 SERVICE
_	142666-APCA		08/15/06	- VERIZON SOUTHWEST		\$105 - 2	2 \$10	5-22	TAX-#8440658-011107/7/22/06 BILLING
	142667-APCA		08/15/06	VINYL CONNECTION		\$280 0	0 \$28	0 00	R&B-7 1/2"X25 YD WHITE TAPE
	142668-APCA		08/15/06	WALMART COMMUNITY		\$9 4	8 \$	9 48	911-#6032202020111531 07/16/06
	-14 266 9-APCA		-08/15/06	- WASHCO-INC	-	\$140-0	0 - \$14	00-0	CO-BLDG-PARTS, LABOR
	142670-APCA		08/15/06	WELLBORN MECHANICAL SERVICE	\$1	, 660 0	0 \$1,66	0 00	CO BLDG-PUMP FOR A/C
_	142671-APC4		08/15/06	WELLS FARGO FINANCIAL LEASIN		\$213 9	4 \$21	3 94	JUV PROB-#0019003061002 08/03/06
	142672-APCA-	-	08/15/06	-WEST-SIDE FURNITURE -		\$30 -2	6 - \$3	0 20	R&B-CHAIN-SAW REPAIR
	142673-APCA		08/15/06	FIRST NATIONAL BANK GILMER	\$1,700	, 000 0	0 \$700,00	0 00	CD#37677 PURCHASED@4 92%(16days)TO MATURE -08/31/06
					_		\$1,000,	000 00	OB731706 CD#37678 PURCHASED@4 85%(31days)TO MATURE 09/15/06
-	142674-APCA	_	08/24/06	FIRST NATIONAL BANK GILMER	\$1,046 	,860 7	6 \$846,86 \$200,00		CD#37712(TOBACCO)PURCHASED@4 78(48days)TO MATURE 10/11/06 CD#37713 PURCHASED@4-92%(29days)TO MATURE 09/22/06

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·	UPSHUR COUNTY		NTS PAY Approved Dis	sbursements		30 Aug : 	200
,	THE SOFTWARE GROUP, INC		nts Made from (PAGE	1
,	Check # HC Date Vendor		Check Amount	Invoice Amts	Invoice Descriptions		
		NG ACCOUNT	\$952-61	\$952 61	- 08/15/06-CANCER, HEART; STROKE-PREMIU IRC	MS-FROM	
÷	1925-FNB-12508/15/06	JURANCE- ACCO	\$5,-23889	\$5, 238-89	08/15/06 DEPENDENT INS PREMIUMS FRO	M-IRC	
·	Total for FNB-125 IRC/125 PLAN		\$6,191-50				
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- r	THE SOFTWARE GROUP, INC	Disbursements Made f			والمراجعة المراجعة	PAGE	11
_	Check # HC Date Vend	or Check Ama	ount Invoice Amts	Invoice Descriptions		-	
_	-1555-FNB INS 08/15/06 VERI	TY-NATIONAL GROUP \$66712	24 -86\$66, 124-86	GROUP#908400 -08/10/06-C	LAIMS		_
	1556-FNB INS 08/15/06 FIRS	T NATIONAL BANK \$200,00	00 00 \$200,000 00	CD#37676(INS) PURCHASED MATURE 08/31/06	84 92%(16days)TO		
) - c	Total for FNB INS - INSURANCE	\$266, 12	- · · ··-			_	
)	Grand Tota	\$ 3, 302, 14			ř.	05 AL	~ % • ##
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_		County Judge, Dean Fowler	Commissione	r Pct#3, Lloyd A. Crabtree			
~		1 12-14 1	mu	1 hours			_
-		Jonnes (Marie Crittenden	Commissione	r Pct#4, Gary Drennan			
-			•		-	-	
-		Joe Kny					
		Commissioner 10th 2, Joe E. Ferguson					

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE OPSHOR COUNTY COMMISSIONERS COURT	
COUNTY OF UPSHUR	
99 (30
GILMER, TEXAS	
	AUG
PRECINCT 2 DATE August 21	ω,
	<u></u>
Tormal notice is hereby given that HOTIY MOSES, whose	
de la landia della	3
runcipal address is 1101 Danlia does hereby purpose	_
to place a Culvert within the ROW of County Road Danka. The location	5 A
· · · · · · · · · · · · · · · · · · ·) : (-) (-) (-) (-) (-) (-) (-) (-) (-) (-) (-)
and description of the proposed lanes and appurtenances is more fully shown by three (3) copies	• 6
cf d awings attached to the application. Proposed construction will begin, if approved on or	CO T
2000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Efter the 31st day of Hugust 2006. I, Holly Moses, hereby attest	
that I have read the conditions set forth in this application and understand its contents.	
The same and will be a series and a series are a series and a series and a series and a series and a series a	
SIGNATURE COSCI	
CIVINATION.	

APPROVAL OF PERMIT APPLICATION

TELEPHONE:

The Upshur County Commissioners Court offers no objection to the location on the right of way o your proposed <u>fulver+</u> as shown by accompanying drawings and notice dated <u>rhoaust</u>, 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, it crease, add to or in any manner change the structure of this right of way, this appartenance, if a feeted, 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:

- 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 a 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 burned 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.

ommissionor, Precinct #3/Lloyd Crubtree

Commissioner, Precinct #4, Gary Drennan

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	,	
PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF	WAY	3
TO. THE UPSHUR COUNTY COMMISSIONERS COURT COUNTY OF UPSHUR GILMER, TEXAS	· · · · · · · · · · · · · · · · · · ·	(A)
PRECINCT 3 DATE August 21, 2006	><	က်
Formal notice is hereby given that Arol Syn neider , who		
principal address is 410 Hilton Springs Ruad does hereby	purpes	2
to place a CULINET + within the ROW of County Road Hilton Springs. The		1
and description of the proposed lines and appurtenances is more fully shown by three (3		
of drawings attached to the application. Proposed construction will begin, if approved,	on or	
after the 31st day of August , 2006. I, Carol Schneider, here	by altesi	:
that I have read the conditions set forth in this application and understand its contents.		
SIGNATURE: Jeff Schines		
TELEPHONE: 1903 - 263-8011		

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed $(24)\sqrt{\ell}\sqrt{t}$ as shown by accompanying drawings and notice dated $(24)\sqrt{\ell}\sqrt{t}$, 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.

receiving permit will bear the cost of inspection.	
APPROVED ON THIS 31 DAY OF AUGUST	, 2006.
County Judge -Dean Fowler	
James Wittenden	
Jommissioner, Precinc #1, James Crittenden	
Commissioner, Presmct #2, Joe Ferguson	
Hoyd like	
Commissioner, Precinct #3/Lloyd Crabtree	
Cary Luennan	
Commissioner, Precinct #4, Gary Drennan	

ROAD&BRIDGE

PAGE 82

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

10: THE UPSHUR COUNTY COMMISSIONERS COURT		
COUNTY OF UPSHUR	~~~	("1
	20 (() () 1
GILMER, TEXAS		7.2
	i	-
PRECINCT 3 DATE July 24, 2006	, ,	(;)
TRECINCI O BATE ON 4 A COCO	1	ં છ
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Formal notice is hereby given that Hand on the 'ttalhach W	hose	j+ •
The state of the s	1	_<
principal address is P.O. Box 1555 221 Crawford 37. does here	соу ри	mose_
Formal notice is hereby given that Hermann Mittelbech, we principal address is f. b. Box 15.55 221 Crewford St. does here to place a Culvert within the ROW of County Road Mandena.	The lo	calion'
and description of the proposed lines and appurtenances is more fully shown by three	(3) 2	Smire
of drawings attached to the application. Proposed construction will begin, if approve	d, on (IJ
after the 31st day of July , 2006. I. Hemen h. The beck h	ereby	atrost
that I have read the conditions set forth in this application and understand its contents		
that I have read the collections set form in this application and unosystatic its contents	>=	
SIGNATURE Hermann Mittelback		
SIGNATURE: Hermann Mittelback TELEPHONE: 903-797-3821		
(ELEPHONE: /83: / / / 30~)		

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culver as shown by accompanying drawings and notice dated 244, 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, it 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 Commissioner 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 eleurance 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, roadbod, 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.)
- 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.
- 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 hear the cost of inspection.

A 11 11 -	
APPROVED ON THIS 31 DAY OF TUGOST	, 2006.
Jun Joul	
County Judge -Dean Fowler	
James Rittendew	
Commissioner, Precinct #1, James Crittenden	
the my	
Commissioner, Precinct #2, Joe Ferguson	
Mond h. h. on	
Commissioner, Precinct #3, Lluyd Crabtree	
(in 1/1)	
Cany wheneas	
Commissioner, Precinct #4 Gary Drennan	



Lenhart Properties 117 Simpson Gilmer, TX 75644

Phone: (903) 680-2400 -Fax: (903) 680-2403



JEANNIF GLAZE SMITH REALTOR* (903) 680 2400 BUS , (903) 080-, 40 3 11 1-866 23+ 2728 TOLL TRI I

(903) 843 6091 RESIDENCE chlpjeanmes@yahoo com

117 Supps on Street Gilmer TY . of 1

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www.coldwellbankerleub irt com

То:	Lisa	From: Jecania Smit	12.
Fax:		Pages: 3 Including cove	

Phone:

8-24-06 Date:

Re:

CC:

□ Urgent □ For Review

□ Please Comment □

Please Reply

□ Please Recycle

Comments:

Lise - the Mittelbech's here some to Dovid Holmes Concrete Pipe Co. - to pay for a Culvert - they en soins to call me when it is paid for and I will call you. Thenk you for all your help!

Teann's

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE UPSHUR COUNTY COMMISSIONERS COUR COUNTY OF UPSHUR	T
GILMER, TEXAS	; ;
PRECINCT 3 DATE August. Formal notice is hereby given that Juniory Ada principal address is 2201 1314000 kind and the second of	25, 2006
to place a Cicliver+ within the ROW of County F	Road Black Nath ut The location
and description of the proposed lines and appurtenances is not drawings attached to the application. Proposed construct after the 31st day of August, 2006. I, June that I have read the conditions set forth in this application a	tion will begin, if approved, on or home Adams, hereby attest
SIGNATURE: 2 A Can TELEPHONE: 234	Sturni 1-6926
APPROVAL OF PERMIT APP	<u>LICATION</u>
The Upshur County Commissioners Court offers no objection of your proposed (Lilly Ent) as shown by accompanying the state of the state	n to the location on the right of way nying drawings and notice dated
It is expressly understood that the Upshur County Commission to grant any right, claim, title or easement in or upon this country that in the future should for any reason Upshur County need increase, add to or in any manner change the structure of this affected, will be moved under the direction of the Upshur Corepresentative and shall be relocated at the expense of the owner.	unty road; it is further under-stood to work, improve, relocate, widen, s right of way, this appurtenance, if bunty 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:

receipt of notice from the Commissioners Court.

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

receiving permit will bear the cost of inspection.	
APPROVED ON THIS 31 DAY OF AUGUST	, 2006.
Jun Joul	
County Judge -Dean Fowler	
James Cittersfer Commissioner, Precinct #1, James Crittenden	
yournissioner, 1 received #1, James Critteriden	
JR Hong	
Commissioner, Presenct #2, Joe Ferguson	
Commissioner, Precinct #3, Lloyd Crabtree	
Colley Vienan	
Commissioner, Precinct #4, Gary Drennan	

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES DATE 8/22/2006 TO: UPSHUR COUNTY COMMISSIONERS COURT c/o UPSHUR COUNTY ENGINEER EXPIRES: UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT P O. BOX 730 Gilmer, TX 75644 Diana Special Utility District Formal notice is hereby given that proposes to place 4 water line proposes to place a Water ______ Pond Zinnia Road line within the right-of-way of

as follows:

Diana Special Utility District proposes to install a 6" PVC water line along the south side of Zinnia Road. Beginning at the southwest corner of the intersection of Zinnia Road and Shamrock Road proceeding 840' east along the south side of Zinnia Road. To set a water meter at 5126 Zinnia 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 24thy of August 2006

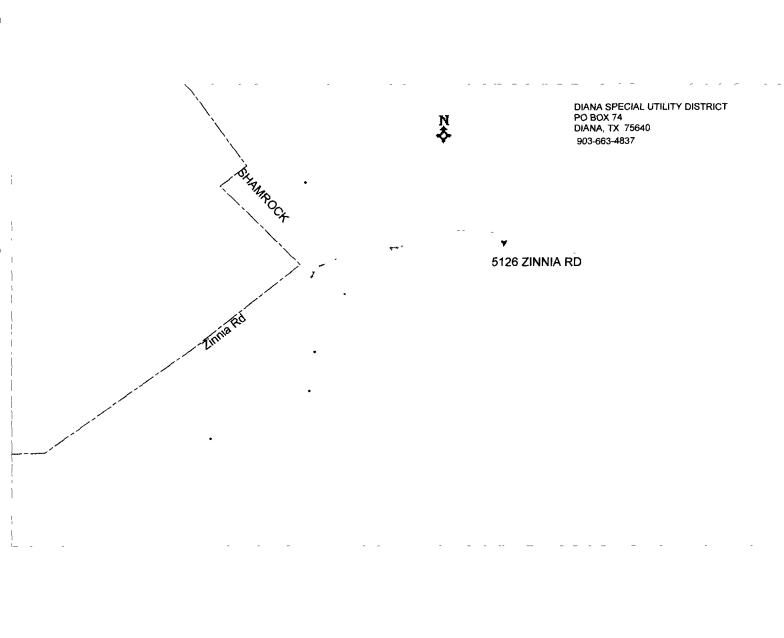
Firm	Diana Special Utility District
Ву	Susan Whitfield
Title _	General Manager
Address _	PO Box 74
_	Diana, TX 75640
	-903-663-4837

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
	e 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
da	ted, except as noted below.
ea: WC	is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or sement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to ork, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, it be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner.
sh	l work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation all not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and facent 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 disch.
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 requiements of the current version of the Texas MUTCD.
10	Utility company shall install adequate erosion control measures for any excavation work being performed
A	PPROVED: APPROVED: / Mun Tunk County Engineer Chairperson, Upshur County Commissioners Court



NOTICE OF PRO[POSED INSTALLATION PIPE AND/ UTILITY LINES

DATE: 8-14-06

TO; UPSHUR COUNTY COMMISSIONS COURT C/o UPSHUR COUNTY ENGINEER UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT P.O.BOX 730 GILMER TX. 75644

Formal notice is hereby given that Enbridge pipeline (NE Texas), L.P. proposes to place a 6 inch steel gas Line within the right of way of County Road Scrub Pine as follows.

SEE ATTACHED PLAT FOR SPECIFICATIONS

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 1st day of September, 2006.

Firm; Enbridge pipeline (NE TEXAS), L.P.

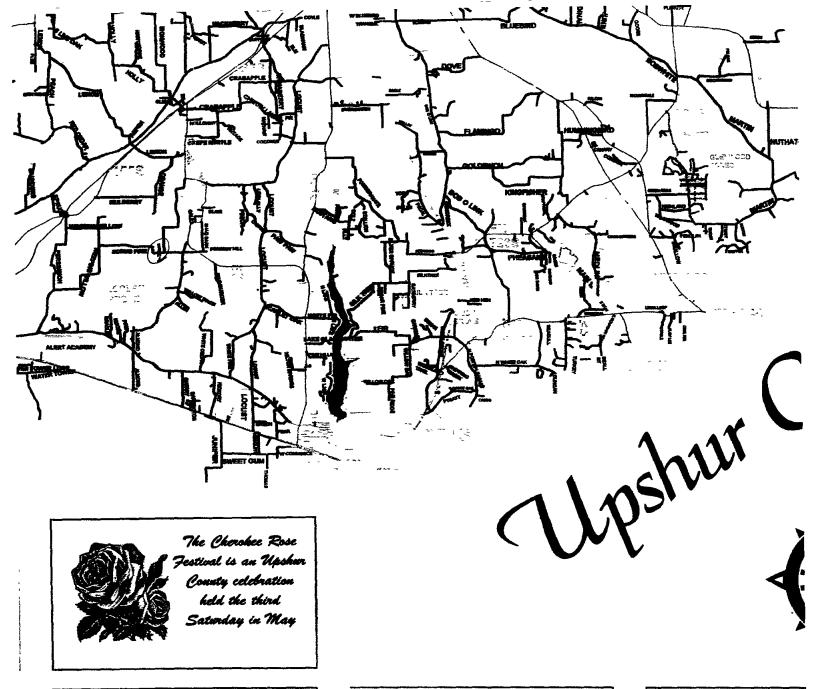
By; STEVE CARTER

Title: RIGHT OF WAY MANAGER

Address: 540 privet road 2297

LONGVIEW, TX. 75604

903/248-0455





We Rent Test Everything If You Don't See It, Tak For 5:

NOR-TEX RENTALS INC.

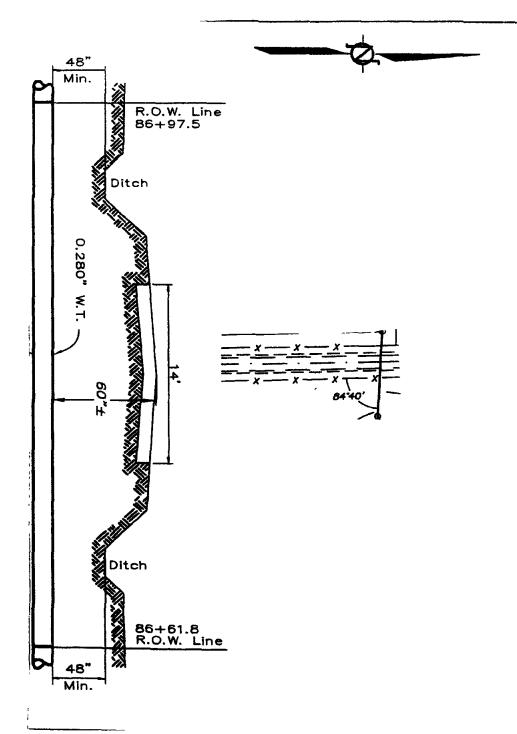
Jerguson Rd. • Ml. Ferrant, DX 15255 3 772-9391 • Pager - 232-0166

Market Electric/Radio Shack

1435 fiwy 271, N 1500er, Texas 75644 1500-843-8225 1500-843-9201



(903) 843-76 1704 North Bradford • Gili



Directional Drill Stresses 30 Foot Depth

STRESS CALCULATIONS FOR HORIZONTAL DIRECTIONAL DRILLING

Input Parameters

Line Pipe Diameter: 4.500 in.

Line Pipe Grade, SMYS: 42000 psi

Line Pipe Wall Thickness: 237.000 in.

Modulus of Elasticity, 'E': 29.0E+06 psi

Operating Pressure: 700 psi

Entry Angle: 12 deg.

Exit Angle: 12 deg.

Depth from entry to bottom: 15.0 feet

Depth from bottom to exit: 11.5 feet

Horizontal distance on bottom: 40 feet

Longitudinal Design Stress:

48.67%

(ANSVASME B31.4 allows 54%)

Calculations

Hoop Stress: 7 psi
Percent of SMYS: 0.0%
Longitudinal Stress: 3 psi
Percent of SMYS: 0.0%
Available Bending Stress, psi: 20437 psi
Percent of SMYS: 48.7%
Bending Safety Factor: 2.1

$$R = \frac{E \times \frac{OD}{2}}{12 \times \frac{SMYS}{SF}}$$

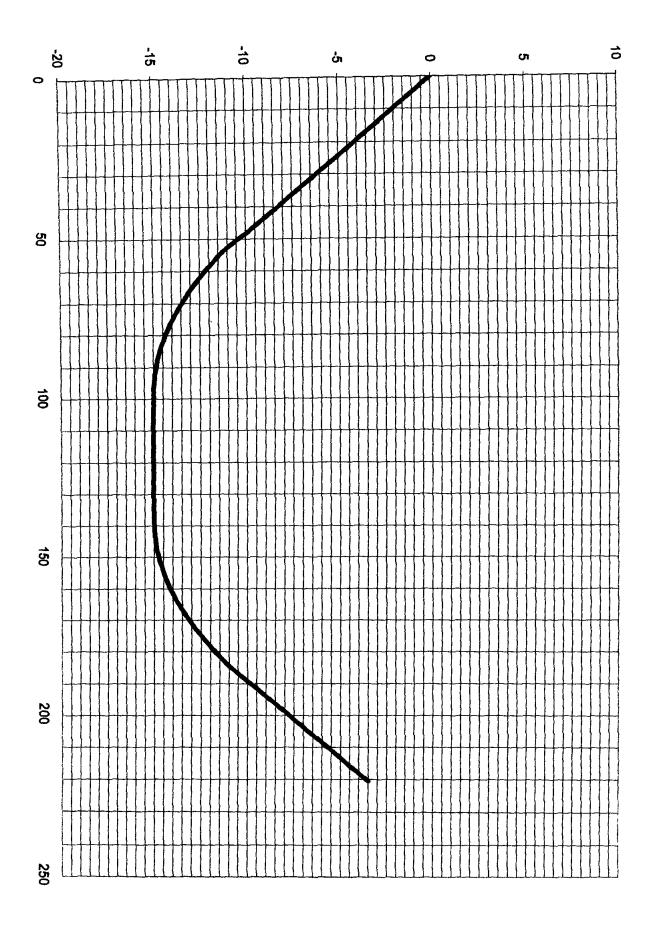
$$H = \frac{D2 - (R - \cos \beta \times R)}{\tan \beta} + \sin \beta \times R + F + \sin \alpha \times R + \frac{D1 - (R - \cos \alpha \times R)}{\tan \alpha}$$

INPUT	
12	Entry Angle, Deg
15	Entry Elevation, ft
0	Minimum Depth Elevation, ft
40	Horizontal Dist. @ Depth, ft
12	Exit Angle, Deg.
11.5	Exit Elevation, ft
266.063	Minimum Radius, ft
CALCULA	TE
43.2162	Entry Point to P.C.
55.3176	P.C. to P.T.
40	P.T. to P.C.
55.3176	P.C. to P.T.
26.75	P.T. to Exit Point
220.601	Total Entry to Exit
12 11.5 266.063 CALCULA 43.2162 55.3176 40 55.3176 26.75	Exit Angle, Deg. Exit Elevation, ft Minimum Radius, ft TE Entry Point to P.C. P.C. to P.T. P.T. to P.C. P.C. to P.T. P.T. to Exit Point

	x	y		
Entry Point	0	0		
P.C.	43.2162136	-8.92221709	44.13	44.127623
	54.2797263	-11.293813		11.314848
	65.3432391	-12.9216724		11.182631
	76.4067518	-14.0783101		11.123809
	87.4702646	-14.7698771		11.085106
P.T.	98.5337773	-15	55.72	11.065906
P.C.	138.533777	-15	40	40
	149.59729	-14.7698771		11.065906
	160.660803	-14.0783101		11.085106
	171.724316	-12.9216724		11.123809
	182.787828	-11.293813		11.182631
P.T.	193.851341	-9.02268143	55.72	11.294218
Exit Point	220.601349	-3.5	27.31	27.314153
			222.9	222.96575

P.C. = Point of curvature P T. = Point of Transition

Directional Drilling Depth versus Distance



P4-(11

:23 9036808114

ROAD&BRIDGE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }	DIOW ALL ACTUBLY THESE DEFICITS.
COUNTY OF UPSHUR }	KNOW ALL MEN BY THESE PRESENTS:
referred to as First Party, enters into at Precinct No. 3. Upshur County, and i use a portion of Upshur County roads Commissioner has jurisdiction and obl	n agreement with Upshur County Commissioner of in order to get material to market it is necessary to located in Precinct No. 3, over which ligation to maintain in good repair, and both part end roads as a result of hauling on and over same.
First D. d	1.
	of (described exact route, direction and miles in tentils)
· 1 mile on Scrub	Pine
First Party agrees to use its vehicles in other traffic on said road, so that said times.	such a manner as not to block or interfere with road will be open to travel by the public at all
	3. und otherwise repair said road, using its own peeded, during the duration of time that First Party in Precinct No. 3, Upshur County. 4.
First Party agrees to put said road back commencement of hauling operations	k into same condition as it was prior to the
First Party agrees to POST SURVEY Commissioner's Court to insure perfo	5. BOND in the amount of \$-0-, to Upshur County ormance of agreement.
granted him by Article 6716, V.A.C.S Commissioner by the terms of Article	6. a waiver by the Commissioner of the authority 5., but the rights and authority granted the c 6716, V.A.C.S., are expressly reserved by the

- 08/28 2006 MON 9:30 FAX 903 693 6137 Blazer Construction

2 00 !/002

08/28/2006 09:07

Timber Tract

9036808114

ROAD&BRIDGE

F4.GE 32

First Party Signature

County Judge-Dean Fowler

County Judge-Dean Fowler

Street or Box

Carthage TX 75633

City, State and Zip Code

Commissioner, Prec. 2 - Joe E. Ferguson

(903) 693-2365

Telephone

Commissioner, Prec. 3 - Lloyd Crabtree

PERMIT ISSUED NOT TO EXCEED 90 DAYS

Commissioner, Prec. 4 - Gary Drennan

Property off of Mailing Address: Telephone No. 903-968-40344- LETTER AGREEMENT LETTER AGREEMENT
Telephone No. 903-968-4034
LETTER AGREEMENT
Date: 8-16-06, 2004
This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and, the owner or person legally entitled to possession of the above described property ("Property Owner").
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 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

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

PROPERTY OWNER UPSHAR COLLEGE POSSESSOR

COUNTY TURK

UPSHUR COUNTY OWNER

By Edy Half

Texas A&M University

Office of Continuing Education certifies that

Carolyn Bullock

has earned 1.5 Continuing Education Unit(s) for satisfactory completion of 15 hours of organized instruction in

34th Annual County and District Clerks'
Continuing Education Seminar

January 9, 2006 - January 12, 2006

V. G. Young Institute of County Government

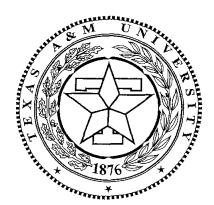
Activity Director

Light Jeleaut

Office of Continuing Education

March 6, 2006

Date



CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, Carolyn Bullock, 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



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 06-09136M

CERTIFICATE of COURSE COMPLETION

Public Information Act

I, Carolyn Bullock, 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.



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 06-09136P



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

EDUARDO J. SANCHEZ, M.D., M.P.H COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756 1-888-963-7111 • http://www.dshs.state.tx.us

Dear Contractor:

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

Please reference the DSHS document and Attachment numbers in all future correspondence. If you have questions, please contact the Client Services Contracting Unit at cscu.customersupport@dshs.state.tx.us or (512) 458-7470.

Sincerely,

Bob Burnette, Director

Client Services Contracting Unit

Enclosures

Department of State Health Services Client Services Contracting Unit 1100 W. 49th Street, Room T502 Austin, TX 78756-3199 Phone: (512) 458-7470 Fax: (512) 458-7351

YOUR DOCUMENTS

PLEASE DO NOT RETURN THESE DOCUMENTS TO DSHS. THESE DOCUMENTS ARE TO BE RETAINED FOR YOUR RECORDS.

Please retain this set of contract documents and any attached forms for your records.

DSHS DOCUMENT NUMBER: 537537537E*2008U-01

STATE OF TEXAS

COUNTY OF TRAVIS

This CONTRACT and AGREEMENT by and between the Department of State Health Services, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and **UPSHUR COUNTY**, hereinafter referred to as RECEIVING AGENCY, is as follows

I SCOPE OF WORK:

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7 00 a m to 6:00 p m. Monday thru Friday, except holidays In the event of an emergency or computer application error, PERFORMING AGENCY may temporarily suspend services without advance notice

RECEIVING AGENCY will search PERFORMING AGENCY databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

II LEGAL AUTHORITY TO CONTRACT

Chapter 12, Health and Safety Code.

III TERM

The term of this AGREEMENT is to begin September 01, 2006 and shall remain in effect until August 31, 2008

IV COMPENSATION

RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY \$1 83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

RECEIVING AGENCY agrees to charge the same base search fee for a birth certificate as the PERFORMING AGENCY. Additional fees may only be charged as authorized by Texas Health and Safety Code 191

A monthly itemized billing showing the number of transactions by date will be submitted to RECEIVING AGENCY by PERFORMING AGENCY and payment will be made no later than thirty (30) days following the billing date Payment will be considered made on the date postmarked.

V. CONFIDENTIALITY

RECEIVING AGENCY will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than RECEIVING AGENCY employee(s) or those who have an official need for the information and are authorized to receive such records. RECEIVING AGENCY further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties

VI SECURITY

RECEIVING AGENCY agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify DSHS immediately should it detect a security violation by one of its employees or any other person. RECEIVING AGENCY is responsible for insuring that authorized RECEIVING AGENCY employee(s) use only their own individual passwords while logged into PERFORMING AGENCY'S on-line computer applications.

PERFORMING AGENCY will inactivate any individual who does not use their account for ninety (90) days. RECEIVING AGENCY shall notify PERFORMING AGENCY of all branch locations

VII. INSPECTIONS

RECEIVING AGENCY shall permit authorized PERFORMING AGENCY personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

VIII VOIDED RECORDS

PERFORMING AGENCY will handle credit requests for voided records due to mistakes or errors on a case-by-case basis. Credit requests may be considered in those cases of emergency situations, i.e., equipment and systems failure or inclement weather. RECEIVING AGENCY shall submit these requests in writing along with pertinent documentation to provide a justification to the State Registrar and/or designee for approval. PERFORMING AGENCY will provide written documentation to the RECEIVING AGENCY on the status of the approval of credit requests.

RECEIVING AGENCY must notify PERFORMING AGENCY'S Security Manager in writing to clear voided records from the remote access system's customer lifetime counts

IX. TERMINATION

This contract may be terminated either by mutual agreement of the parties or by either party upon the giving of sixty (60) days written notice to the other party. RECEIVING AGENCY agrees to pay PERFORMING AGENCY for all services completed prior to the effective date of such termination PERFORMING AGENCY may immediately suspend this agreement upon reasonable suspicion that terms of this agreement have been violated by the RECEIVING AGENCY or one of its employees. If, after investigation it is concluded that a violation of this agreement has occurred, PERFORMING AGENCY may terminate this agreement without further notice.

X SEVERABILITY

If any provision of this contract will be construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

XI. FUNDING

This contract is contingent upon the availability of funding. PERFORMING AGENCY may amend or terminate all or any part of this contract if available funds become reduced, depleted, or unavailable during the term of this contract RECEIVING AGENCY will have no right of action against the State of Texas or the PERFORMING AGENCY in the event that PERFORMING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to PERFORMING AGENCY or lack of sufficient funding of PERFORMING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED

RECEIVING AGENCY	PERFORMING AGENCY
UPSHUR COUNTY	DEPARTMENT OF STATE HEALTH SERVICES
By. Lun Oule (Name) COUNTY JUDGE (Title)	By-Bob Burnette, Director Client Services Contracting Unit
Date AUGUST 2, 2006	Date: 8-14-06
Recommended by:(Name and Title)	VID #: 35375375371000
APPROVED AS TO FORM:	
By(Name and Title)	

DSHS DOCUMENT NUMBER: 537537537E*2008U-01

DEPARTMENT OF

SUS AUG 10 AN 11: 15

CONTRECTING UNIT CLIENT SERVICES

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by

Micheal L. Smith, Tax Assessor-Collector of Upshur County

During the month of

July 2006

The State of Texas, County of Upshur

I, Micheal L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct reported all Taxes collected by me during the month of July 2006 showing the total collections as follows, viz

AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE

COUNTY TAX COLLECTIONS ON	AD VALOREM	P&1	ATTORNEY	VARIANCE	TABS	OTHER	TOTAL
CURRENT TAXES	\$ 27,468 71	\$4,196.78	\$3,618 46	-399 35			\$34,884 60
DELINQUENT	\$14,157 00	\$7,764 43	\$3,239 27	0			\$25,160 70
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$41,625 71	\$11,961 21	\$6,857 73	-399 35			\$60,045 30
		 					
				1	 		

TO SHAN COLOR

Pay Delinquent Tax Attorney: \$6,857 73

TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS

Sworn to and subscribed before me this 21,500 day of August 2006

EQUNTY CODE 230

COUNTY CLERK, UPSHUR COUNTY, TEXAS

I Robin Rodenberg, County Clerk of Upshur County here by certify that I have carefully examined the above mentioned Monthly Report of Taxes collected by MICHEAL L SMITH, Tax Assessor-Collect of said county.

MONTHLY REPORT

FOR AD VALOREM TAXES AND FEES JULY 2006

CURRENT TAXES	\$ 27,468.71
DELINQUENT TAXES	\$ 14,157.00
PENALTY & INTEREST	\$ 11,961.21
ATTORNEY FEES COLLECTED	\$ 6,857.73
TAX CERTIFICATES & FEES	\$ 1,000.00
RETURN CHECK FEES	\$ 125.00
BEER & ALCOHOL FEES	\$ 364.50
VOTER LIST	\$ 0.00
MISCELLANEOUS FEES	\$ 7.50
MANUAL DISTRIBUTION	\$ 0.00
VARIANCE	\$ -399.35
FEDERAL FLOOD CONTROL	\$ 0.00
ENTITIES COLLECTIONS FEES	\$ 0.00
TEX	\$ 0.00
TOTAL COLLECTIONS	\$ 61,542.30

AD VALOREM INTEREST \$336.00 TXDOT \$840.37

Upupur County Fax Diffee

A Fontbly Collection Totals for ALL Years
ALL Batches From 07/01/2006 thru 07/31/2006

01:48pm 03 Aug 2006

Page 1

The Coftware Group, fro

(230) UPSHUR COUNTY

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ATC SYSTEM

THE STITIUARE GROUP. INC. RECAP REPORT FOR ENTITY 230 07/01/06 THRU 07/31/06

09 Aug 2006 PAGE 1

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87	30353 39	0 (6)	11453 49	35 99	84.13	18. 02	138 14	138 14	0.00
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NTC SYSTEM
YEAR TO DATE RECAP REPORT FOR ENTITY 230 THRU 07/31/06

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08/09/2006 Page 1

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	8/30/06		BY BY
	We, the residents	of Pine (St. Merner Commu	nity) want to
	keep the crossing	on Milfoil Road open.	AM IO:
	NAME	ADDRESS	PHONE O
1.	Glemon KANA	11332 MINK RD	762-6695
2.	Sourceta Rand	11332 Mint	162-6695
3.	R.D. Zawton	11303 Mink Rd. F.	Kenst 1886 762-2306
4.	Sterling Lawton	11303 Mink	7622306
5.	Cinthony Souther	1303 print Rd pett	Txng TX 7 L2-2306
6.	Miguel BeniTes	903 762-63 28	/ (
7.	Lee colt	FARMING LAN	
8.	Sarah A Benn	ett 903 762-1752.	8945 WurkND
9.	Briens Farle	y 903 762.1350	10269 mink Rd
10.	M.L. Champion	903 762-1350	9981 mink Rd
11.	TONY RAY DO	pldy 762-1350	-10250 mint Rd
12.	Boller R Dalk	7626402	,
13.	Edin Hall	Pare 762 16527	15320 possum Rd
14.	Willie Doge	<u> </u>	2-10859
15.	Ela King	762-1252	10945 Mink Rd
16.	Villoise Eld	us 855-0924	
17.	Colquet Law ton	762 2306	
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FOR UPSHUR COUNTY

APPLICATION FOR TxCDBG ASSISTANCE

1. TYPE OF SUBMISSION:	_	2. DATE SUBMITTED	Applicant le	dentifier					
Application.	Pre-application								
▼ Construction	Construction	3. DATE RECEIVED BY STATE	State Appli	cation Identifier					
Non-Construction	Non_Construction								
5. APPLICANT INFORMATION:		4. DATE RECEIVED BY FEDERAL AC	SENCY	Federal Identifier					
Legal Name:									
County of Upshur		Organizational Unit:							
Address (City, County, State, and Z	(ip Code)	COUNTY OF UPSHUR							
Upshur County P O Box 730 (100 West Tyler)		Name/Title, Agency or Company,	Address, Area Code a	nd Telephone Number of					
Gilmer, TX 75644		Application Preparer							
6. EMPLOYER IDENTIFICATION NU	MBER (EIN):	Mary Kay Thomas Amazing Grants, Inc							
		PO Box 717							
8. TYPE OF APPLICATION:		Big Sandy, TX 75755 (903) 636-4987	mary	kay@amazınggrants com					
New	ontinuation Revision	7. TYPE OF APPLICANT: (check where appropriate below)							
11. DESCRIPTIVE TITLE OF APPLIC	ANT'S PROJECT:								
ſ	holds served by Pritchett Water Supply	A Municipal B CountyX							
Corp		9. NAME OF FEDERAL /STATE AGE Office of Rural Community Affairs	:NCY:						
12. TARGET AREA(S) AFFECTED BY	PROJECT:								
Southern Upshur County		10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 TITLE: Texas Community Development Block Grant Program							
14. CONGRESSIONAL DISTRICTS O	F:	Representative	Senate	Congress					
15. ESTIMATED FUNDING:		11A. TYPE OF APPLICATION: Com	munity Development	Fund					
A TxCDBGP REQUEST	\$250,000 00	13. APPLICANT'S FISCAL YEAR:							
B FEDERAL	\$0.00	Beginning Date 9/30							
	· · · · · · · · · · · · · · · · · · ·	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS:							
C STATE	\$0.00		tion was made availab	le to the State Executive Order					
D APPLICANT	\$0.00	12372 process for review on	non was made availab	ie to the state Executive Order					
		DATE January 5, 2007							
E LOCAL	\$57,500 00		 OVERED BY E.O 12372						
F OTHER	\$0.00		: Been Selected By Stat						
		17. IS THE APPLICANT DELINQUEN							
G TOTAL	\$307,500 00								
AUTHORIZED BY THE GOVERNING	IGE AND BELIEF ALL DATA IN THIS APPLIC BODY OF THE APPLICANT AND THE APPL CTION OF THE TXCDBGP APPLICATION G	ICANT WILL COMPLY WITH THE CEF	RTIFICATIONS AND C						
a Typed Name of Authorized Repres	sentative	b Title		Telephone Number					
Dean Fowler		County Judge		+1 (903) 843-4003					
d Signature of Authorized Represen	ntative			Date/Time Field					
			1	August 31, 2006					
									

WATER SUPPLY GRANT AGREEMENT

UPSHUR COUNTY/PRITCHETT WATER SUPPLY CORPORATION

This is a contract between Upshur County Texas, a political subdivision of the State of Texas acting by its duly elected Commissioners Court, herein called County and Pritchett Water Supply Corporation, with its principal business office at 3670 South Highway 155, Gilmer, Texas, herein called the Corporation.

The purpose of this agreement is to set forth the terms between the parties. The County agrees to submit an application for a Texas Community Development Program grant to the Office of Rural Community Affairs (ORCA) in the amount of \$250,000 to be used for water improvements as addressed in the County's Texas Community Development Program 2007/2008 application.

Those terms are:

- 1. The County agrees to serve a fiscal agent for the grant, if awarded.
- The Corporation pledged by Resolution the local matching funds required for the application and attests the funds shall be available contingent upon County receiving a grant award. Corporation shall also bear any additional costs incidental to this project above grants funds and local match committed.
- The Corporation agrees to continue to operate the Pritchett Water Supply Corp. system which has been in continual operation since 1969 and shall maintain the services and improvements addressed in the County's TCDP application
- 4. This contract is performable in its entirety in Upshur County, Texas. Corporation agrees that it will completely indemnify and hold harmless County from any and all claims and from any and all financial obligations or claimed obligation relating to project.

Signed by the County this 3 \ 1 th day of Quality 7, 2006	Signed by the Corporation this 18th day of July, 2006
	Deron Judes
Dean Fowler, County Judge	Sherry Jewikes, President
	Man Somber
Robin Rodenberg, County Clerk	Meadie Chumley, Secretary-Treasurer
,	



DEAN FOWLER
County Judge
PO Box 790

Gilmer, Texas 75644 903-843-4003 Fax 903-843-0827

UPSHUR COUNTY HOLIDAYS 2007

JANUARY	1	MONDAY	NEW YEAR'S DAY
JANUARY	15	MONDAY	MARTIN LUTHER KING DAY
FEBRUARY	19	MONDAY	PRESIDENTS' DAY
APRIL	6	FRIDAY	GOOD FRIDAY
MAY	28	MONDAY	MEMORIAL DAY
JULY	4	WEDNESDAY	INDEPENDENCE DAY
SEPTEMBER	3	MONDAY	LABOR DAY
Остовек	18-19	Thur-Fri	YAMBOREE
November	12	MONDAY	VETERANS' DAY
November	22-23	Thur-Fri	THANKSGIVING
DECEMBER	24-25	Mon-Tues	CHRISTMAS

UPSHUR COUNTY COMMISSIONER COURT DATES AND PAYROLL DATES 2007

- 1 Tuesday, January 16, 2007
- Wednesday, January 31, 2007
- 3. Thursday, February 15, 2007
- 4. Wednesday, February 28, 2007
- 5 Thursday, March 15, 2007
- 6. Friday, March 30, 2007
- 7 Monday, April 16, 2007
- 8. Monday, April 30, 2007
- 9. Tuesday, May 15, 2007
- 10 Thursday, May, 31, 2007
- 11. Friday, June 15, 2007
- 12 Friday, June 29, 2007
- 13 Monday, July 16, 2007
- 14 Tuesday, July 31, 2007
- 15. Wednesday, August 15, 2007
- 16 Friday, August 31, 2007
- 17 Friday, September 14, 2007
- 18. Friday, September 28, 2007
- 19 Monday, October 15, 2007
- Wednesday, October 31, 2007
- 21 Thursday, November 15, 2007
- 22 Friday, November 30, 2007
- 23 Friday, December 14, 2007
- 24. Monday, December 31, 2007

JOINT ELECTION AGREEMENT

BETWEEN

UPSHUR COUNTY AND THE CITY OF ORE CITY

UPSHUR COUNTY, HEREINAFTER REFERRED TO AS "THE COUNTY" AND THE CITY OF ORE CITY, HEREINAFTER REFERRED TO AS "THE CITY" DO HEREBY AGREE, ON THIS IST DAY OF AUGUST 2006, TO HOLD A JOINT ELECTION FOR THE NOVEMBER 7, 2006 GENERAL. SELECTION AND THE ELECTION ON THE ADOPTION OF A SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES AT THE RATE OF ONE QUARTER (½) OF ONE PERCENT

THE GENERAL ELECTION, CONDUCTED BY THE COUNTY AND THE ELECTION FOR THE ADOPTION OF A SALES AND USE TAX CONDUCTED BY THE CITY, WILL BE CONDUCTED AT THE CITY HALL IN ORE CITY ON NOVEMBER 7, 2006, FROM 7:00 A.M UNTIL 7:00 P.M. EARLY VOTING WILL BE CONDUCTED FROM OCTOBER 23RD UNTIL NOVEMBER 3, 2006 AT THE CITY HALL IN ORE CITY GAIL WEIR, SECRETARY OF THE CITY OF ORE CITY, SHALL SERVE AS THE EARLY VOTING CLERK MS WEIR SHALL APPOINT NO LESS THAN 2 DEPUTY EARLY VOTING CLERKS

THE CITY WILL PAY THE EXPENSE OF THE EARLY VOTING CLERKS

THE COUNTY WILL PROVIDE ALL ELECTION MATERIAL, INCLUDED BUT NOT LIMITED TO PAPER BALLOTS, PROGRAMMING THE DRE'S, PROGRAMMING THE ESCAN THE COUNTY WILL PROVIDE THE CITY WITH AN UNOFFICIAL TOTAL OF THE ELECTION ON ELECTION NIGHT. THE COUNTY WILL APPOINT AND PAY THE ELECTION JUDGE AND CLERKS WHO SERVE ON ELECTION DAY IN POLLING PLACE #9, ORE CITY, CITY HALL.

JUDGE DEAN FOWLER FOR UPSHUR

COUNTY

TTEST:

ROBIN RODENBERG-UPSHUR COUNTY CLERK

MAYOR GLENN BREAZENLE FOR ORE CITY

ATTEST:

GAIL WEIR-CITY SECRETARY

AGREEMENT FOR FUNDING OF 9-1-1 DATABASE MAINTENANCE ACTIVITIES

This contract is made and entered into by and between the EAST TEXAS COUNCIL OF GOVERNMENTS, hereinafter called 'ETCOG", and UPSHUR COUNTY

WITNESSETH:

WHEREAS, ETCOG has been designated as the Grantee pursuant to a Grant Agreement between the Commission on State Emergency Communications, hereinafter referred to as "CSEC", and

WHEREAS, UPSHUR COUNTY desires to receive funding for database maintenance activities from database funds established, and

WHEREAS, a contract between ETCOG and UPSHUR COUNTY which permits UPSHUR COUNTY to receive funding for database maintenance activities as defined in the plan agreement with ETCOG and CSEC, is authorized by the Executive Committee of the East Texas Council of Governments,

NOW, THEREFORE, ETCOG and UPSHUR COUNTY, in consideration of the terms, covenants and conditions herein, hereby agree as follows

I. Scope of Services

ETCOG agrees to submit request for reimbursement for database maintenance activities conducted by UPSHUR COUNTY and/or its agents to CSEC and to distribute the resulting reimbursement to UPSHUR COUNTY

It is agreed and understood that ETCOG's ability to reimburse UPSHUR COUNTY for database maintenance activities is limited wholly and completely to its receipt of funds from CSEC. In no event shall ETCOG be liable or responsible for the failure of CSEC to fund database maintenance activities.

FOR AND IN CONSIDERATION OF THE FOREGOING, UPSHUR COUNTY agrees to undertake database maintenance activities in UPSHUR COUNTY in accordance with CSEC's directives and requirements and to submit, on a timely basis, requests for reimbursement for database maintenance activities. It is agreed that the term "database maintenance activity" includes

- A Maintaining an accurate inventory of new county subdivisions/roads and addresses
 - Identifying new county and private roads,
 - Acquiring subdivision maps and street lists,
 - Establishing address ranges, and
 - Assigning addresses as needed in accordance with local adopted database standards,
- B Correcting new and existing database errors, establishing a baseline of no greater than 1 9% errors to be eligible for reimbursement,
- C Maintaining adequate signage for emergency response,
- D Resolving problems in assignment, by establishing inquiry, postal notification, and address correction measures including follow-up responses certifying final addresses, and
- E Maintaining MSAG (Master Street Address Guide) in statewide database, including new roads, county/private roads, and new address assignments

II. Method and Schedule of Payment

- A The type of contract in use here is a cost reimbursement contract
- B The amount to be paid to UPSHUR COUNTY for the contract period shall be based upon the terms, provisions, and grant budgets as set forth in the approved UPSHUR COUNTY Database Maintenance Plan The budget provisions are subject to funding from the CSEC
- C UPSHUR COUNTY shall submit to ETCOG requests for reimbursement for database maintenance activities, which shall be submitted on the prescribed forms as provided in **Exhibit A** and shall only include allowable costs incurred. The allowable cost of performing the work under this contract shall be the cost actually incurred by UPSHUR COUNTY, either directly, incident to, or properly allocable to the contract, in the performance of this contract in accordance with the terms
- D ETCOG agrees to submit requests for reimbursement for database maintenance activities conducted by UPSHUR COUNTY and/or its subcontractor to CSEC and to distribute the resulting reimbursement to UPSHUR COUNTY in a timely manner
- E All costs submitted by UPSHUR COUNTY are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment ETCOG shall, within ten (10) days of receiving reimbursement from CSEC, remit payment to UPSHUR COUNTY

III. Reporting and Documentation Requirements

- A UPSHUR COUNTY shall insure that adequate fiscal records and supporting documentation of all costs to be reimbursed under the terms of this Agreement are maintained, as appropriate, and in accordance with the provisions of this Agreement and applicable state law UPSHUR COUNTY shall maintain such fiscal records and supporting documentation of all costs reimbursed until instructed by ETCOG to destroy and dispose of such records and documents
- B UPSHUR COUNTY shall insure that CSEC, ETCOG, and/or their duly identified representative has access to and the right to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by UPSHUR COUNTY, its subcontractor and/or any other party performing authorized database maintenance activity to be reimbursed under the terms of this Agreement
- C. UPSHUR COUNTY will submit appropriate reporting documents to ETCOG with each request for reimbursement

IV. Monitoring Requirements/Compliance with Applicable Laws

A ETCOG and CSEC reserve the right to perform periodic on-site monitoring of UPSHUR COUNTY, UPSHUR COUNTY'S performing subcontractor, or employee and/or any other authorized agent in compliance with the terms and conditions of this Agreement. Following such a monitoring visit, ETCOG will provide a written report of the findings to the ETCOG Executive Committee and to UPSHUR COUNTY. If such reports identify non-compliance with the terms and provisions of this Agreement, said reports shall also identify requirements for the timely correction of such deficiencies by UPSHUR COUNTY. Failure by UPSHUR COUNTY to take action specified in the monitoring report may be cause for suspension or termination of this Agreement and funding associated with it and can result in reimbursement by UPSHUR COUNTY of funds already received.

- B Unless otherwise directed by ETCOG, UPSHUR COUNTY shall arrange for the performance of an annual financial and compliance audit of funds received and costs reimbursed under the terms of this contract, including the Texas Uniform Grant and Contract Management Standards UPSHUR COUNTY shall be hable to ETCOG for any costs disallowed pursuant to financial and compliance audits of funds received under the terms of this contract
- C For all audits of fiscal years <u>ending</u> on or after June 30, 1997, the following applies
 - Grantees Expending \$300,000 or More in Total Federal or State Grant Funds. Any local government or non-profit CSEC grantee expending at least \$300,000 in total Federal or State awards during its fiscal year is required to have an audit performed in accordance with the Single Audit Act Amendments of 1996. The Office of Management and Budget (OMB) Circular A-133 sets forth requirements for audits of Federal fund.
 - Grantees Expending Less that \$300,000 in total Federal or state Funds. Any local government or non-profit CSEC grantee expending less that \$300,000 in total Federal or State awards during its fiscal year is exempt from undergoing a single Audit. However, CSEC may require such grantees to undergo a "limited scope audit" as defined in OMB Circular A-133. Affected grantees will be so notified. Grantees in this category are required to submit to CSEC a copy of an audit report conducted in accordance with generally accepted auditing standards along with any management letters(s) and responses(s).
- D CSEC grantees must ensure that required audits are completed and submitted to ETCOG the earlier of thirty (30) days after the issuance of the auditor's reports(s) or the following
 - For fiscal years beginning on or after July 1, 1999, the audit shall be completed within the earliest of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period
- E In entering into this contract, UPSHUR COUNTY, its subcontractor, or and/or their authorized agents shall comply with all applicable state and federal laws to include, but not limited to
 - Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000 (d) and with the provisions of 45 CFR 800).
 - 2 Executive Order 11246 (Equal Employment Opportunity), 41 C F R Chapter 60,
 - The Age Discrimination Act of 1975 (42 U S C 6101 et seq),
 - Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990, and
 - 5. Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act (40 U S C 327-333) as applicable

V. Measure of Liability

- A It is understood and agreed that, notwithstanding any provisions contained herein to the contrary, ETCOG's financial obligation to UPSHUR COUNTY under this subcontract will not exceed the total amount of the grant funds provided by CSEC
- B Final acceptance of the costs to be reimbursed and that are submitted by UPSHUR COUNTY are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment
- C ETCOG shall not be liable for expenditures made in violation of rules, regulations, requirements and guidelines promulgated by CSEC or any applicable state or federal law, regulation, rule or guideline

VI. Equipment

- A Subject to obligations and conditions set forth in this agreement, title to all equipment acquired under this Agreement will vest upon acquisition
- B ETCOG will evaluate all proposed equipment purchases which would utilize grant funds, prior to purchase, to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then ETCOG will not reimburse UPSHUR COUNTY for such equipment purchases.
- Title to equipment acquired with funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of UPSHUR COUNTY. All parties agree that upon full performance of this Agreement, title shall remain with UPSHUR COUNTY, provided however, that if this Agreement is terminated, due to substantial failure by UPSHUR COUNTY to tulfill its obligations under this Agreement, then the title and physical possession of all equipment shall, upon written notification from ETCOG, be transferred in good condition and within five (5) working days to ETCOG.
- D UPSHUR COUNTY shall conduct physical property inventories, maintain property records and necessary control procedures, and provide adequate maintenance with respect to all property acquired under this Agreement for which UPSHUR COUNTY retains title, as further set forth in (i) through (x) below
 - UPSHUR COUNTY shall develop and use its own property management system, which must conform to all applicable state and local laws, rules, and regulations. If an adequate system for accounting for personal property owned by UPSHUR COUNTY or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas Department of Information Resources shall be used as a guide for establishing such a system
 - (11) A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of five-thousand dollars (\$5,000) or more, shall be conducted no less frequently than once every year, and the results of such inventories shall be reconciled with the appropriate property records maintained by UPSHUR COUNTY
 - (III) All property acquired or replaced under this Agreement shall be used by UPSHUR COUNTY or its sub-grantees, to support the purposes of this Agreement, for as long as the equipment is needed for such purposes, whether or not the original projects or programs continue to be supported by State funds
 - (iv) For property with a current fair market, per-unit, value of five thousand dollars (\$5,000) or less, UPSHUR COUNTY may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property
 - (v) For the property with a current fair market, per-unit, value of over five thousand dollars (\$5,000), UPSHUR COUNTY shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from CSEC prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property

- (vi) Property with a current fair market, per-unit, value of five thousand dollars (\$5,000), or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by CSEC, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment was originally acquired
- (vii) For property with a current fair market, per-unit, value in excess of five thousand dollars (\$5,000), if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, UPSHUR COUNTY shall obtain written authorization from CSEC prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, UPSHUR COUNTY shall provide all information requested by CSEC, including information to assure that the new use of the property will adhere to the requirements of subsection (B) of Section (VI). After six years of the initiation date of this Agreement, UPSHUR COUNTY is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of subsection (B) of Section (VI) shall still apply
- (viii) If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, CSEC is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per unit, value of the property at the time of the sale is in excess of five thousand dollars (\$5,000) CSEC's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit, value of five thousand dollars (\$5,000) or less may be retained, sold transferred, or otherwise disposed of with no further obligation to CSEC, provided the other requirements set forth in this Section are met, including the requirements of subsection (B) of Section (VI)
- (ix) If, prior to the termination date of this Agreement, UPSHUR COUNTY or its sub-grantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, CSEC may require UPSHUR COUNTY to transfer title and possession of such property to a third party named by CSEC
- (x) UPSHUR COUNTY shall not grant or allow to a third party a security interest in any original or replacement materials or equipment purchased with funds made available under this Agreement
- E UPSHUR COUNTY agrees that, in the event any funds provided under this contract are in turn awarded to any sub-grantee for the purpose of acquisition of any equipment, by such other party, UPSHUR COUNTY'S contract with that sub-grantee shall include the requirements set forth in this section

VII. Assurances

UPSHUR COUNTY assures and guarantees ETCOG that UPSHUR COUNTY possesses the legal authority to enter into this Agreement pursuant to official motion, resolution or action passed or taken by UPSHUR COUNTY'S governing body

VIII. Period of Performance

This contract shall be considered in effect upon signature from the 1st day of September 2006, and shall extend through the 31st day of August 2007

IX. Amendments to Contract

Any alterations, additions, or deletions to the terms of this subcontract which are required by changes in CSEC's rules, regulations, requirements or federal or state law are automatically incorporated into this Agreement without written amendment and are effective on the date designated by such laws or regulations. It is agreed that this contract may be amended from time to time during the term of the Agreement by ETCOG issuing policy directives that serve, establish, interpret, or clarify performance requirements under this Agreement. The Executive Director of ETCOG, or his designee, shall promulgate such policy directives in the form of a written communication, which has the effect of qualifying the terms of this Agreement. Except as specifically provided by this Agreement, any other alterations, additions, or deletions to the terms of this subcontract shall be by written agreement, executed by both parties

X. Termination of Contract

UPSHUR COUNTY acknowledges that this Agreement may be terminated under the following circumstances

(a) Convenience

ETCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor, whenever for any reason ETCOG determines that such termination is in the best interest of ETCOG. Upon receipt of notice of termination, all services hereunder of UPSHUR COUNTY and its employees and subcontracts shall cease to the extent specified in the notice of termination. In the event of termination in whole, UPSHUR COUNTY shall prepare a final notice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior notice. ETCOG agrees to pay UPSHUR COUNTY, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of ETCOG, prior to the effective termination date, for which compensation was not previously paid.

UPSHUR COUNTY may cancel or terminate this Agreement upon ninety- (90) days written notice by certified mail to ETCOG UPSHUR COUNTY may not give notice of cancellation after it has received notice of default from ETCOG. In the event of such termination prior to completion of the contract provided for herein, ETCOG agrees to pay for services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid

(b) Default

ETCOG may, by written notice of default to UPSHUR COUNTY, terminate the whole or any part of the Agreement in any one of the following circumstances

- If UPSHUR COUNTY fails to perform the services herein specified within the time specified herein or any extension thereof, to include but not limited to
 - a Maintain valid MSAG,
 - b Move fictitious addresses to valid addresses
 - c Correct all new or existing errors
 - d Provide valid addressing to customers
 - e Maintain valid GIS/mapping

2 If UPSHUR COUNTY tails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by ETCOG in writing) after receiving written notice of default from ETCOG by certified mail In the event of such termination, all services of UPSHUR COUNTY and its employees and/or its agents shall cease and UPSHUR COUNTY shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of ETCOG or his designee which has not appeared on a prior invoice ETCOG agrees to pay UPSHUR COUNTY, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of ETCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by ETCOG as a result of such default, including any amount agreed to in writing by ETCOG and UPSHUR COUNTY as necessary to complete the services herein specified, in addition to that which would have been required had UPSHUR COUNTY completed the services herein specified as required herein

XI. Non-Disclosure Clause

Any customer information obtained from the Postal Service or Telephone Company is restricted by non-disclosure agreements and should be held in the strictest confidence

XII. Utilization of Historically Underutilized Business Enterprises

UPSHUR COUNTY agrees that qualified Historically Underutilized Business Enterprises (HUBS) shall have the maximum practicable opportunity to participate in the performance of this Agreement

XIII. Contracting Parties

All notices permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage paid, addressed as follows

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UPSHUR County

	Judge Dean Fowler, County Judge
	P O Box 790
	Gilmer ,TX 75644
ETCOG	East Texas Council of Governments
	Mr Glynn Knight, Executive Director
	3800 Stone Road
	Kilgore, Texas 75662

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above

This Agreement contains the entire agreement of the parties and there are no other promises, terms, or conditions, written or oral. This Agreement supersedes any prior written or oral agreements between the parties

The laws of the State of Texas shall govern this agreement

Agreed this 28 day of Aubust 2006

UPSHUR COUNTY

Ву

Judge Dean Fowler, County Judge

Agreed this 131 day of Copy 1001

East Texas Council of Governments

By forkilled.

Glynn Knight, Executive Director

Rule 251.9 GUIDELINES FOR DATABASE MAINTENANCE FUNDS

- (a) Purpose. The Commission on State Emergency Communications (Commission) has adopted a policy regarding database maintenance and the use of state funds. These guidelines address the use and distribution of 9-1-1 Funds and other related funds. The maintenance of street addresses is essential to E9-1-1 systems utilizing the Automatic Location Identification (ALI) feature, which displays the locations of 9-1-1 callers
- (b) Background As authorized by the Texas Health and Safety Code, Chapter 771, the Commission may impose 9-1-1 emergency service fees and equalization surcharges to support the planning, development, and provision of 9-1-1 service throughout the state of Texas. The implementation of such service involves the procurement, installation, and operation of equipment designed to support or facilitate the delivery of an emergency call to an appropriate emergency response agency. The Commission has funded addressing projects through the state to allow for the implementation of Automatic Location Identification (ALI) level of service. It has been the policy of the Commission to fund geographic information systems and the development of digital maps to support such activities. The Commission recognizes that the maintenance of addressing systems is essential for the proper operation of an E9-1-1 system and the delivery of a caller's location. If not properly maintained, the maps and records associated with an ALI system will soon become unreliable.
- (c) Definitions Unless the context clearly indicates otherwise, terms contained in this rule are defined as shown in Commission Rule 251 14, General Provisions and Definitions
- (d) A regional planning commission (RPC) or emergency communication district (District) applying on behalf of a county has completed addressing is considered eligible for database maintenance funding
- (e) Interlocal agreements shall be executed between the RPC and the county. The agreement shall identify the responsibilities of all parties and provide for the reporting of performance measures.
- (f) A database maintenance plan shall be submitted by the RPC in conjunction with the approved strategic plan. The maintenance plan shall provide an overview of all projected activities, and identify all parties involved and their associated responsibilities.

- (g) Annual budgets shall be submitted by the local governments each biennium with the strategic plan, identifying all projected database maintenance expenditures. These budgets will be reviewed during the strategic plan review process
- (h) Budgeted costs associated with Database Maintenance shall be monitored by the Commission staff for consistency with approved strategic plans.
- (i) Requesting Database Maintenance Funds. A request from a RPC or District must contain the following:
 - (1) Certification of a fully executed interlocal agreement between the RPC and the county;
 - (2) A database maintenance plan identifying all activities and responsible parties involved; and
 - (3) An approved budget outlining database maintenance components and projected expenditures.
- (j) Budget Components. A RPC or a District must submit a database maintenance budget to the Commission for approval. County database maintenance budgets are limited to approved strategic plan amounts and may only include the following cost components. Fund distribution among these components is at the discretion of the RPC to best fit the needs of the region.
 - (1) Personnel For each staff position, the following must be provided:
 - (A) Position title;
 - (B) Duties related to database maintenance;
 - (C) Total salary for the budget period;
 - (D) Chargeable salary (total salary less release time).
 - (E) Percentage of time to be charged to database maintenance; and
 - (F) Total salary chargeable to database maintenance
 - (2) Travel. Total local travel estimated for the budget period multiplied by the current reimbursement rate for use of personally owned vehicles as defined by the State of Texas. List the cost rate for county owned vehicles
 - (3) Supplies. Total costs associated with consumable office supplies to be purchased during the budget period. Also, total costs associated with the

Effective Adoption Date: May 2004

- reproduction of maps for use by local emergency service agencies may be reflected as part of this item.
- (4) Rent. Total square feet of space devoted to database maintenance times the rental rate to be charged during the budget period.
- (5) Maintenance and Repairs. Total maintenance costs for database maintenance equipment during the budget period. Computers, printers, plotters, distance measuring devices (DMD), global positioning satellite (GPS) equipment and sign-making machines may be included
- (6) Communications. Total costs for communications including telephone, fax, courier, etc., during the budget period.
- (7) Postage and Mailing. Total costs for postage and mailing services expected during the budget period
- (8) Utilities. Total costs for utilities such as electricity, gas, water, etc., expected during the budget period.
- (9) Training. Total costs for training associated with database maintenance functions expected during the budget period.
- (10) Street Sign Replacement Cost share of the replacement of existing street signs located in the unincorporated areas of the county. This item shall not include the purchase of new signs in the county subsequent to the completion of rural addressing.

Effective Adoption Date: May 2004

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