NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

FRIDAY, SEPTEMBER 15, 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 Accept for recording various Commissioners' Court documents including but not limited to the following· Auditor's reports, Treasurer's monthly report, Certificate of Liability Insurance for Bulfinch Custodial Service, two Certificates of Course Completion for Lloyd Crabtree, Commissioner, Pct 3,
- F Applications for use of Upshur County roads and rights-of-way, and
- G Accept for recording any and all Bonds, Oaths, Deputations and Certificates

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

4 Discuss and take action to approve and accept for recording an interlocal agreement between Upshur County and the City of Big Sandy

5 Discuss and take action to build new White Oak Rd. from old White Oak Rd to Hwy 80

6 Discuss and take action regarding Salary Grievance Committee's decision

7 Discuss and take action to declare emergency regarding Sheriff' Department salary and salary related line items and fund those line items from general fund reserves

8. Discuss and take action to adopt special budget from excess revenues created by intergovernmental contracts for housing of prisoners

9 Adjourn

Joe Ferguson,
Upshur County Commissioner, Pct 2

06 SEP 1 PM 4:20
BY
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
SEPTEMBER 15, 2006

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

1 JUDY BURLISON AND MAYOR TALLENT SPOKE WITH COURT CONCERNING FUNDS FOR THE LEE LIBRARY LOCATED IN GLADEWATER

2. A. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING ALL PAYROLL CHANGES. MOTION CARRIED COPY OF PAYROLL CHANGES ATTACHED

B. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE PAYROLL. MOTION CARRIED. COPY OF PAYROLL ATTACHED

C MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE BUDGET AMENDMENTS. ALSO INCLUDED IN THIS MOTION IS AGENDA ITEMS 7 AND 8 TO APPROVE AN EMERGENCY AMENDMENT AND TO APPROVE SPECIAL BUDGET OF $36,703.33 FOR THE JAIL SALARY. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED

D. MOTION BY JAMES CRITTENDEN TO APPROVE ACCOUNTS PAYABLE EXCEPT BILLS WITHOUT P.O. NUMBERS. MOTION DIES DUE TO LACK OF SECOND
MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE MOTION CARRIED WITH COMMISSIONER CRITTENDEN VOTING NO

E MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING THE FOLLOWING VARIOUS COMMISSIONER'S COURT DOCUMENTS AUDITOR'S REPORTS, TREASURER'S MONTHLY REPORT; CERTIFICATE OF LIABILITY INSURANCE FOR BULFINCH CUSTODIAL SERVICE AND TWO CERTIFICATES OF COURSE COMPLETION FOR LLOYD CRABTREE, COMMISSIONER, PCT 3 MOTION CARRIED COPIES OF DOCUMENTS SUBMITTED TO COURT ATTACHED

F MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY MARY SCOTT WELL LOCATED ON FM 852.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PIONEER DRILLING COMPANY TO HAUL ON ALMOND ROAD AND WHITE OAK ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BLAZER CONSTRUCTION TO HAUL ON POPULAR ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DIXIE LOGGING TO HAUL ON NASTURTIUM ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PIONEER TRUCKING COMPANY SUBMITTED BY COFFEEVILLE ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER COMPANY TO HAUL ON RED OAK ROAD, IRONWOOD ROAD AND HOLLY ROAD

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ETEX TELEPHONE TO PLACE A PHONE LINE IN THE ROW OF CARIBOU ROAD.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ETEX TELEPHONE TO PLACE A PHONE LINE IN THE ROW OF SWEET PEA ROAD.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ETEX TELEPHONE TO PLACE A PHONE LINE IN THE ROW OF KING FISHER ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY ATTACHED

G NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING BONDS, OATHS, DEPUTATIONS AND CERTIFICATES.

3. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $1,250.00 FOR LOT 6B BLOCK 10 OF THE MINGS ADDITION. MOTION CARRIED

MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES AMOUNT OF BID $4,000 00 FOR 2.5 ACRES IN THE LUMBRERA SURVEY. MOTION CARRIED

MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO REJECT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $100.00 FOR 1/8 INTEREST IN 1.93 ACRES IN THE JAMES M. TALLENT SURVEY MOTION CARRIED.

MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO REJECT BID FOR PROPERTY STRUCK OFF FOR TAXES ON 3.636 ACRES IN THE CHISM SURVEY MOTION CARRIED.

MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES AMOUNT OF BID $ 1,200 00 FOR 2 ACRES IN THE J T. SMITH SURVEY MOTION CARRIED.

MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $5,500 00 FOR 0 413 ACRES IN THE W H. HEREFORD SURVEY. MOTION CARRIED

MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $500.00 FOR 1 ACRE IN THE WILLIAM KING SURVEY. MOTION CARRIED

MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO REJECT BID FOR PROPERTY STRUCK OFF FOR TAXES AMOUNT OF BID $250.00 FOR 7 5 ACRES IN THE BUTLER SURVEY MOTION CARRIED.

4 MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY AND THE CITY OF BIG SANDY MOTION CARRIED. COPY OF INTERLOCAL AGREEMENT ATTACHED.

5 MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE TO BUILD NEW WHITE OAK ROAD FROM OLD WHITE OAK ROAD TO HWY 80 MOTION CARRIED.

6 NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING SALARY GRIEVANCE COMMITTEE'S DECISION

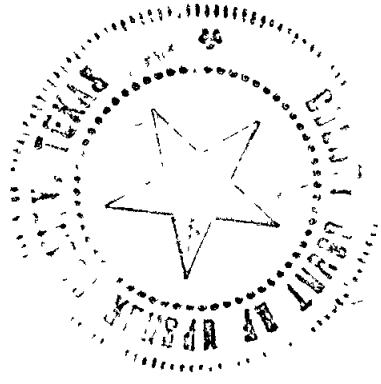
7 ACTION TAKEN IN AGENDA ITEM 2C

8 ACTION TAKEN IN AGENDA ITEM 2C

9. MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON 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

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-24-06 Dept County Clerk

Employee Patti Harris

Social Security No _____ Emp ID# 1517

X	CHANGES(S)	FROM	TO
	Grade Step	3-6	
	Rate	742.63	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments

To correct amt paid

Fund 10

amt.

Authorized by

Approved by: Robert Rodriguez Date: 9-5-06

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-06 Dept. District Clerk

Employee Melissa Chevalier

Social Security No _____ Emp ID# 747

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

RECEIVED
2006 JAN 13 PM 4:03

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

Comments 11 years #33 s/m
Anniversary Date 9/1/06

Authorized by Carolyn Bullock 9-8-06

Approved by. Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09-01-06 Dept Sheriff-Jail

Employee Jill McCauley

Social Security No _____ Emp ID# 1020

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

REASON(S) FOR THE CHANGE(S)

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

Comments 10 years #13 d/m

Anniversary Date 9/1/06

Authorized by _____

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09-01-06 Dept Sheriff

Employee Sherry Nicle

Social Security No _____ Emp ID# 475

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

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2006 SEP 13 PM 4:03
UPSHUR COUNTY
AUDITOR

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

Comments 15 years $30 a/m

Anniversary Date 9/1/06

Authorized by _____

Approved by _____ Date _____

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08-25-06 Dept Sheriff's Dispatch

Employee Vivian Smith

Social Security No _____ Emp ID# 1337

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

REASON(S) FOR THE CHANGE(S)

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

Comments 2 years 1% + s/m

Anniversary Date 8/25/06

Authorized by _____

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09-02-06 Dept Sheriff

Employee David Dickerson

Social Security No _____ Emp ID# 1255

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

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2006 SEP 15 PM 11:03
UPSHUR COUNTY

REASON(S) FOR THE CHANGE(S)

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

Comments 3 years #60 a/m

Anniversary Date: 9/2/06

Authorized by _____

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09-06-06 Dept Sheriff's Dispatch

Employee Anita McHenry

Social Security No _____ Emp ID# 1341

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

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06 SEP 15 PM 4:03
UPSHUR CO. TAX

REASON(S) FOR THE CHANGE(S)

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

Comments 2 years #4 a/m

Anniversary Date 9/6/06

Authorized by _____

Approved by _____ Date

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09-14-06 Dept Sheriff

Employee Steven L Hubbard

Social Security No _____ Emp ID# 343

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

BY

06 SEP 15 PM 4:03

REASON(S) FOR THE CHANGE(S)

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

Comments 5 years 4 s/m

Anniversary Date 9/14/06

Authorized by [signature]

Approved by [signature] Date

BP-G1503

DEP	Check Date	Check Number	GROSS PAY	Issued to
401	09/15/06	22176-PCA	1,645 43	DRENNAN, GARY L
401	09/15/06	22177-PCA	1,645 43	FERGUSON, JOE E
401	09/15/06	141361002-PC A	2,128 77	FOWLER, JERALD DEAN
401	09/15/06	141361000-PC A	1,645 43	CRABTREE, LLOYD A
401	09/15/06	141361001-PC A	1,645 43	CRITTENDEN, JAMES L
401	09/15/06	22178-PCA	947 55	WHITESIDE, RUTH TYSON
***			9,658 04	
403	09/15/06	141361004-PC A	1,077 64	CAIN, DERONDA KAYE
403	09/15/06	141361005-PC A	841 46	COX, GLENDA M
403	09/15/06	141361008-PC A	932 29	SEAHORN, LORY D
403	09/15/06	141361006-PC A	198 45	FOWLER, JERALD DEAN III
403	09/15/06	22183-PCA	382 73	JONES, DANA RENAE
403	09/15/06	22181-PCA	784 42	GIPSON, SANDEE TERESA
403	09/15/06	22185-PCA	291 60	SUSTAIRE, MARGE E
403	09/15/06	141361003-PC A	742 63	BRADLEY, KEISHA N
403	09/15/06	22179-PCA	421 20	BROWN, HOLLY KAMILLE
403	09/15/06	22184-PCA	194 40	SANDERS, ERIKA SKYE
403	09/15/06	22180-PCA	429 30	FOWLER, MADELINE JANE
403	09/15/06	22182-PCA	342 80	HARRIS, PATTI
403	09/15/06	141361009-PC A	958 29	WINCHESTER, BARBARA L
403	09/15/06	141361007-PC A	1,545 52	RODENBERG, ROBIN D
***			9,142 73	
405	09/15/06	22186-PCA	1,247 72	LOYD, DANNY MICHAEL
***			1,247 72	
411	09/15/06	141361010-PC A	1,155 21	KELLEY, KARMEN CITA
***			1,155 21	
426	09/15/06	141361011-PC A	1,324 40	CULBERSON, KRISTIN E
***			1,324 40	
435	09/15/06	22187-PCA	407 88	BLASINGAME, ALICE P
435	09/15/06	141361012-PC A	1,378 63	HENRY, KRISTI L
435	09/15/06	22188-PCA	1,994 40	DRENNAN, DEANNA R

DEP	Check Date	Check Number	GROSS PAY	Issued to
435	09/15/06	22189-PCA	1,159 97	TEFFTELLER, ALLEN K
***			4,940 88	
450	09/15/06	141361016-PC A	900 51	MARSHALL, LORING F
450	09/15/06	141361017-PC A	885 24	SMITH, SUSAN K
450	09/15/06	141361014-PC A	699 81	BUNN, KAREN R
450	09/15/06	141361013-PC A	1,545 52	BULLOCK, CAROLYN SUE
450	09/15/06	22191-PCA	862 72	RICHARDSON, MARGARET A
450	09/15/06	141361015-PC A	990 08	CHEVALIER, MELISSA A
450	09/15/06	22190-PCA	1,120 69	HENSON, TEENA
***			7,004 57	
451	09/15/06	141361020-PC A	837 46	NORRED, LAURA L
451	09/15/06	141361019-PC A	980 08	MANES, AMNA WYONE
451	09/15/06	141361018-PC A	1,133 00	GRIMES, ARNOLD
***			2,950 54	
452	09/15/06	141361021-PC A	883 24	GRIFFITH, MICHELE D
452	09/15/06	141361022-PC A	828 20	PEEL, KIMBERLY A
452	09/15/06	141361023-PC A	1,133 00	POTTER, LYLE M JR
***			2,844 44	
453	09/15/06	141361025-PC A	1,133 00	PERRY, CAROLYN JO
453	09/15/06	141361024-PC A	879 24	LEE, BRANDY L
***			2,012 24	
454	09/15/06	22192-PCA	958 44	JEWKES, SHERYL L
454	09/15/06	22193-PCA	1,133 00	RAY, WILLIAM VALTON
454	09/15/06	141361026-PC A	117 25	MOORE, JERRY A
***			2,203 69	
476	09/15/06	141361029-PC A	1,563 87	MCCRAVEN, TRACI LYN
476	09/15/06	141361027-PC A	2,213 53	CARIKER, TIMOTHY J
476	09/15/06	22196-PCA	895 84	JONES, STEPHANIE

DEP	Check Date	Check Number	GROSS PAY	Issued to
476	09/15/06	141361031-PC A	1,666 67	WOOD ROBYN K
476	09/15/06	22194-PCA	710 34	FROST, CYNTHIA JAN
476	09/15/06	141361030-PC A	1,586 28	WARREN, JONATHAN DAVID
476	09/15/06	22195-PCA	623 59	HATHCOCK, RUBY LANORA
476	09/15/06	141361028-PC A	1,332 82	JONES, EVELYN D
***			10,592 94	
495	09/15/06	141361032-PC A	1,131 56	HUTCHINS, WANDA L
495	09/15/06	141361033-PC A	1,714 31	LANGE, PAMELA GAY
***			2,845 87	
497	09/15/06	141361037-PC A	824 20	VICK, BRANDOLYN R
497	09/15/06	141361034-PC A	810 94	BROWN, NATALIE G
497	09/15/06	141361035-PC A	1,545 52	HARRIS, MYRA N
497	09/15/06	141361036-PC A	1,077 64	TUEL, LINDA LOUISE
497	09/15/06	22197-PCA	294 24	EVANS, MINA LEE
***			4,552 54	
499	09/15/06	22200-PCA	940 29	LEONARD, FONDA K
499	09/15/06	141361040-PC A	898 51	GIBSON, CARLA R
499	09/15/06	22202-PCA	896 51	NEELEY, LISA D
499	09/15/06	141361038-PC A	890 51	DAVIS, BRANDY H
499	09/15/06	141361042-PC A	904 51	JENKINS, LATIGIA ANN
499	09/15/06	141361043-PC A	1,545 52	SMITH, MICHEAL LOYD
499	09/15/06	141361044-PC A	905 01	WHITAKER, LADONNA LEE
499	09/15/06	141361039-PC A	1,016 60	GENTRY, PAULA A
499	09/15/06	22198-PCA	1,010 60	HOWELL, LUANA GAIL
499	09/15/06	141361041-PC A	942 29	HILL, BARBARA A
499	09/15/06	22201-PCA	902 51	MCKINLEY, CHARLOTTE ELAINE
499	09/15/06	22203-PCA	819 15	STANFIELD, JOANNA
499	09/15/06	22199-PCA	1,111 64	LAMINACK, SHERRON H
***			12,783 65	
509	09/15/06	141361045-PC A	734 35	STILL, DORIS E

DEP	Check Date	Check Number	GROSS PAY	Issued to
509	09/15/06	22204-PCA	1,050 38	OFFIELD, STELLA GINA
***			1,784 73	
510	09/15/06	22207-PCA	939 46	HUDGINS, ROYCE L 2
510	09/15/06	22208-PCA	822 20	SAXON, TIMMY LEE
510	09/15/06	22205-PCA	1,151 12	COOK, JOHN RUBIN
510	09/15/06	22206-PCA	1,323 60	DANIELS, CHARLES D
***			4,236 38	
551	09/15/06	141361046-PC A	885 07	HARRIS, RUSSELL T
***			885 07	
552	09/15/06	141361047-PC A	885 07	ROGERS, WILLIAM A
***			885 07	
553	09/15/06	141361048-PC A	885 07	KUHN, JERRY LYNN
***			885 07	
554	09/15/06	22209-PCA	885 07	KUZA, HENRY MICHAEL II
***			885 07	
560	09/15/06	141361060-PC A	1,769 01	STANLEY, TIMOTHY S
560	09/15/06	22210-PCA	1,645 43	BETTERTON, ANTHONY S
560	09/15/06	141361055-PC A	1,203 51	GROSS, DON LARRY
560	09/15/06	22220-PCA	1,201 51	TAYLOR, ANTHONY M
560	09/15/06	22219-PCA	1,184 26	STRACENER, CALEB L
560	09/15/06	141361053-PC A	1,424 96	DICKERSON, DAVID LEE
560	09/15/06	141361056-PC A	1,182 26	HUBBARD, STEVEN A
560	09/15/06	141361063-PC A	1,182 26	WADE, CHAD D
560	09/15/06	141361058-PC A	1,367 91	MULLINS, ANDREW CHASE
560	09/15/06	22215-PCA	1,195 51	MCCAULEY, CHRISTOPHER H
560	09/15/06	141361050-PC A	1,195 51	CARTER, TERRY G
560	09/15/06	141361061-PC A	1,182 26	THOMPSON, DAVID S
560	09/15/06	141361065-PC A	1,180 26	WILSON, JARROD
560	09/15/06	22212-PCA	1,365 91	FITZGERALD, FREDDIE R

DEP	Check Date	Check Number	GROSS PAY	Issued to
560	09/15/06	141361059-PC A	1,180 26	NORRED, RANDALL J
560	09/15/06	22213-PCA	1,159 97	JENKINS, STANLEY E
560	09/15/06	141361054-PC A	1,303 08	FORTSON, LARRY WAYNE
560	09/15/06	22216-PCA	1,250 04	MURPHY, NADRA H
560	09/15/06	141361049-PC A	1,373 91	ALFORD, JOHN MATTHEW
560	09/15/06	22211-PCA	1,301 08	DECUIR, JAMES A
560	09/15/06	22221-PCA	954 29	THOMPSON, NANCY K
560	09/15/06	22214-PCA	1,175 73	MATTHEWS, GENEVA NELL
560	09/15/06	22217-PCA	1,438 96	ROBERTS, GARY DALE
560	09/15/06	141361051-PC A	1,213 51	DANIELS, JOE NATHAN
560	09/15/06	141361062-PC A	1,316 87	TILLERY, HIRAM D
560	09/15/06	141361057-PC A	1,328 87	MASSOLETTI, MARTY
560	09/15/06	22218-PCA	1,328 87	STEELMAN, PAUL A
560	09/15/06	141361052-PC A	1,328 87	DAVIS, SCOTT WAYDE II
560	09/15/06	141361064-PC A	1,379 91	WARREN, ROXANNE
***			37,314 78	
565	09/15/06	141361082-PC A	1,324 87	MCCAULEY, JILL A
565	09/15/06	22241-PCA	774 26	YOUNGBLOOD, JOHN MICHAEL
565	09/15/06	141361084-PC A	1,070 90	MONTS, DEBRA J
565	09/15/06	22224-PCA	1,068 90	CHOYCE, LAWANA J
565	09/15/06	141361071-PC A	1,064 90	BRASHER, WILLIAM A
565	09/15/06	22234-PCA	294 96	OLLER, TRACY E
565	09/15/06	141361070-PC A	1,119 95	BASKERVILLE, MELANIE
565	09/15/06	141361080-PC A	1,150 39	HUDSPETH, RONALD T
565	09/15/06	141361067-PC A	1,237 30	ANDREWS, TERESA L
565	09/15/06	141361090-PC A	1,117 95	WOLOSZYN, RICHARD JOHN
565	09/15/06	141361076-PC A	1,062 90	GAGE, GARY DON
565	09/15/06	141361066-PC A	1,064 90	ALLEN, STELLA M
565	09/15/06	22237-PCA	1,064 90	SMITH, VIVIAN M
565	09/15/06	22225-PCA	821 80	DAVIS, JAMES RODNEY
565	09/15/06	141361083-PC A	1,062 90	MCHENRY, ANNITA
565	09/15/06	141361085-PC A	1,049 64	MORRIS, REBEKAH A
565	09/15/06	141361086-PC A	1,062 90	NICHOLS, MARCUS ALLEN
565	09/15/06	141361073-PC	1,148 39	CLARK, CHRISTOPHER J

DEP	Check Date	Check Number	GROSS PAY	Issued to
565	09/15/06	141361089-PC A	1,233 30	SEWARD, JENNIFER DAWN
565	09/15/06	22238-PCA	1,148 39	TOWNSEND, DAVID L JR
565	09/15/06	141361068-PC A	1,062 90	AULD, H B
565	09/15/06	22232-PCA	1,161 97	MORRIS, TIMOTHY P
565	09/15/06	141361074-PC A	1,060 90	COOK, LAURIE A
565	09/15/06	141361072-PC A	1,060 90	CARRINGTON, STUART LEE
565	09/15/06	22226-PCA	1,060 90	DOYLE, JAMES PATRICK
565	09/15/06	22223-PCA	1,047 64	BRUNNER, JOSHUA R
565	09/15/06	22231-PCA	1,047 64	MILES, T J JR
565	09/15/06	141361079-PC A	1,047 64	HOLEMAN, DOROTHY ELAINE
565	09/15/06	141361075-PC A	848 72	DUFFEY, JO ANN
565	09/15/06	22228-PCA	936 98	GRIFFIN, LENON RAY JR
565	09/15/06	22229-PCA	1,047 64	HARRISON, JOSEPH J
565	09/15/06	141361088-PC A	1,047 64	PETRICK, LANDON WADE
565	09/15/06	141361077-PC A	1,113 95	GARAVITO, JACLYNN S
565	09/15/06	22235-PCA	1,047 64	RAMIREZ, PABLO L
565	09/15/06	141361081-PC A	1,047 64	JOHNSTON, DAVID BRANDON
565	09/15/06	22227-PCA	1,113 95	EASTERLING, CHARLES DAVID
565	09/15/06	22236-PCA	1,512 51	SANDERS, BOBBY NEAL
565	09/15/06	141361078-PC A	1,271 93	GRISWOLD, JAMES E
565	09/15/06	141361069-PC A	1,070 90	BARBER, BILLIE DARLENE
565	09/15/06	22222-PCA	1,090 90	BEAN, ELIZABETH M
565	09/15/06	22240-PCA	891 99	WALKER, DIANE
565	09/15/06	22230-PCA	1,088 90	HELPENSTILL, RAY B
565	09/15/06	22233-PCA	1,143 95	NIELL, SHERRY L
565	09/15/06	141361087-PC A	939 03	PATE, CASEY N
565	09/15/06	22239-PCA	1,164 39	WADE, ALAN M
			47,873 55	
570	09/15/06	141361101-PC A	1,600 00	MCJIMSEY, BRUCE F
570	09/15/06	141361097-PC A	1,660 00	HODGES, RANDAL P
570	09/15/06	141361100-PC A	1,560 00	LOFTICE, MIKKI MICHELLE
570	09/15/06	141361093-PC A	850 00	DURRUM, JAMES
570	09/15/06	141361098-PC A	640 00	HORNBERGER, SANDRA K
570	09/15/06	141361099-PC	1,128 00	HUDGINS, ROYCE L

DEP	Check Date	Check Number	GROSS PAY	Issued to
570	09/15/06	141361091-PCA	1,072 50	BERRY, DEBORAH DENISE 3RD
570	09/15/06	22242-PCA	2,620 00	RAY, JIMMY DARRELL
570	09/15/06	141361095-PCA	517 00	GRANT, GLENDA ANN
570	09/15/06	141361096-PCA	1,383 50	HANCOCK, KATHRYN B
570	09/15/06	141361092-PCA	2,115 00	BROWN, CHRISTOPHER E
570	09/15/06	141361103-PCA	2,155 00	SPIVEY, JOHN K
570	09/15/06	141361104-PCA	1,025 00	WARREN, SHERRY L
570	09/15/06	141361094-PCA	1,880 00	GEE, LINDA H
570	09/15/06	141361102-PCA	1,663 50	SMITH, TRACY B
***			21,869 50	
575	09/15/06	141361106-PCA	1,334 41	HERNDON, LORIE A
575	09/15/06	22243-PCA	1,094 88	HILL, JESSICA L
575	09/15/06	141361108-PCA	2,121 00	WYLIE, MILTON J
575	09/15/06	141361105-PCA	1,521 00	EDWARDS, SANDRA D
575	09/15/06	141361107-PCA	1,656 00	SMITH, MELINDA L
***			7,727 29	
590	09/15/06	141361109-PCA	1,067 64	EDGE, PAMELA S
***			1,067 64	
611	09/15/06	22246-PCA	931 03	BECK, EARNEST EARL
611	09/15/06	22266-PCA	949 55	VALENTINE, MERLE WAYNE
611	09/15/06	22268-PCA	1,029 12	WRIGHT, JERRY D
611	09/15/06	22269-PCA	810 94	YINGLING, GARY D
611	09/15/06	22262-PCA	812 94	TACKETT, CLIFFORD A
611	09/15/06	22247-PCA	729 37	CAMPBELL, THOMAS M JR
611	09/15/06	141361111-PCA	729 37	COUTON, JAMES G
611	09/15/06	22264-PCA	799 68	TENNISON, RICHARD EARL
611	09/15/06	22252-PCA	810 94	HOLEMAN, LUTHER LYNN
611	09/15/06	22260-PCA	787 38	STEGALL, TIMOTHY PHIL
611	09/15/06	22263-PCA	943 55	TEFTELLER, LISA ANN
611	09/15/06	22257-PCA	866 88	POWELL, GARY D JR
611	09/15/06	22259-PCA	505 68	SORRELLS, BARNEY RAY

DEP	Check Date	Check Number	GROSS PAY	Issued to
611	09/15/06	22258-PCA	1,130 69	SMITH, EDDIE J
611	09/15/06	22256-PCA	1,666 67	PENDARVIS, ABBOTT LYNN
611	09/15/06	22261-PCA	1,329 60	STOKER, JAMES LOUIS
611	09/15/06	22253-PCA	1,051 12	JEFFERY, DONALD RAY
611	09/15/06	22248-PCA	1,037 86	CROCKETT, HARRY JAMES
611	09/15/06	22251-PCA	951 55	GLENN, BILLY E
611	09/15/06	22250-PCA	729 37	EDWARDS, GENERAL LEE
611	09/15/06	22270-PCA	976 08	YOUNG, JOEY A
611	09/15/06	22267-PCA	964 81	WALTON, LLOYD H
611	09/15/06	22254-PCA	812 94	MCCAULEY, JAMES L
611	09/15/06	22255-PCA	1,031 86	NELSON, WILLIAM B
611	09/15/06	141361112-PCA	1,031 86	RITTER, DON L
611	09/15/06	141361110-PCA	1,122 69	BLACKSTONE, WILLY PAT
611	09/15/06	22249-PCA	1,120 69	DAVIS, GARY W
611	09/15/06	22265-PCA	1,067 64	THOMPSON, DANNY R
611	09/15/06	22245-PCA	982 08	BARNES, MICHAEL H
611	09/15/06	22244-PCA	1,008 60	ALBRIGHT, GAYLE DAVID
***			28,722 54	
642	09/15/06	141361113-PCA	1,462 22	JOHNSON, GERALD DON
***			1,462 22	
650	09/15/06	141361114-PCA	1,381 83	SEMRAU, RUTH E
650	09/15/06	22271-PCA	181 54	BROWN, AUDREY RAYE
650	09/15/06	141361115-PCA	676 33	STURM, JO DEAN
650	09/15/06	22272-PCA	769 15	GIBSON, EMILY MARIE
650	09/15/06	22273-PCA	140 32	NEELEY, LISA D
650	09/15/06	22274-PCA	958 29	SMITH, EMMA JEAN
650	09/15/06	22275-PCA	945 03	WILLIAMS, JANET C
***			5,052 49	
665	09/15/06	141361116-PCA	353 64	HILL, BRIAN K
665	09/15/06	22277-PCA	353 64	WIGGINS, PAMELA ROCHELLE
665	09/15/06	22276-PCA	1,077 64	CAMPBELL, MARY ROSE
***			1,784 92	
			237,695 78	

219 records selected 219 values listed

TOTALS -- ALL DEPARTMENTS

Total # of Employees	219
Total # of Checks	102
Total # of DD Stubs	117
Total # of Prenotes	3

PAY COMPONENTS TYPE	CURR	YTD
411	0 00	0 00
BAIL/H	0 00	0 00
BALIFF	513 04	7,695 60
COP/OT	1,400 00	16,240 00
CTFEES	0 00	7,203 34
DA/32	0 00	0 00
H	6,076 41	77,388 83
H/GEN	88 92	88 92
J-IVE	1,952 74	29,690 58
J-PSB	2,996 75	50,425 10
J-PSP	813 05	13,821 85
J-SA	593 75	9,975 00
J-SAID	1,371 00	23,307 00
JPJUV	187 45	3,069 40
JUV	275 00	3,475 00
JUV/SU	0 00	0 00
LAWLIB	66 64	1,132 88
LONG	1,666 00	27,172 00
PROB	17,334 50	288,391 26
PROB/H	3,135 00	52,438 55
PROB/O	0 00	18,917 50
SAL	196,658 30	103,838 69
SAL-M	481 45	8,184 65
SAL-TF	563 50	8,176 35
SAL/91	0 00	0 00
SAL/DC	50 00	100 00
SAL/GE	0 00	2,901 50
SIAI	62 50	1,062 50
STATE	1,201 44	16,959 40
SUPP	208 34	3,541 78
COMP	0 00	0 00
HOLIDA	0 00	0 00
SICK	0 00	0 00
VAC	0 00	0 00

EMPLOYER - PAID CONTRIBUTIONS

TYPE	TXBL AMOUNT
FICA	14210 67
MDCR	3323 51
RET	20837 20

	CURR	QTD	YTD
GROSS	237,695 78	1176860 43	3775197 68
125AH	82 23	411 15	1397 91
125CC	208 00	1040 00	3536 00
125CL	252.13	1260 65	4162 46
125CO	4,957 45	25177 63	85108 99
125FC	184 65	923 25	3139 05
125NF	285 93	1429 65	4860 81
125TL	128 75	643 75	2188 75
125UN	1,715 35	8546 75	28802 95
CSCD/BENEF	676 69	4299 97	15304 69
DEFCO	77 21	386 05	1312 57
INSPF	79 27	396 35	1347 59
RET	16,242 80	79973 18	259372 06
VALIC	440 00	2200 00	7480 00
NET TXBL	212,444 59	1050568 40	3358531 44
FED-W/H	17,435 29	87274 63	279256 79
FICA TXBL	229,204 60	1133127 63	3626696 07
FICA	14,210 67	70253 93	224855 42
MEDICARE	3,323 51	16430 55	52587 97
EIC	56 80	284 00	566 88
1012	88 00	440 00	1496 00
1405	90 00	450 00	1530 00
1486	100 00	500 00	900 00
CSCD/LIFE	20 25	122 41	429 65
INSCL	54 30	271 50	942 81
INSCO	947 33	4396 66	15178 32
INSFC	48 12	240 60	810 64
INSNF	63 13	315 65	1073 21
OTH	149 00	745 00	2533 00
SUP10	0 00	0 00	0 00
SUPP9	130 00	650 00	2210 00
TRUSTEE	115 00	575 00	1955 00
TRUSTEE/3	0 00	0 00	915 00
TRUSTEE/5	324 00	1620 00	5508 00
TXGSLC	208 50	1042 50	3544 50
NET PAY	175,115 02	865127 62	2761968 74

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
142943-APC	09/15/06	UPSHUR CO CSCD BENEFITS ACCOUNT	676 69
142944-APC	09/15/06	UPSHUR CO CSCD BENEFITS ACCOUNT	20 25
142945-APC	09/15/06	NATIONWIDE RETIREMENT SOLUTIONS	77 21
142946-APC	09/15/06	FIRST NATIONAL BANK GILMER	35,068 36
142947-APC	09/15/06	FIRST NATIONAL BANK GILMER	17,378 49
142948-APC	09/15/06	UPSHUR COUNTY IRC/125	285 93
142949-APC	09/15/06	UPSHUR COUNTY IRC/125	184 65
142950-APC	09/15/06	UPSHUR COUNTY IRC/125	82 23
142951-APC	09/15/06	UPSHUR COUNTY IRC/125	128 75
142952-APC	09/15/06	UPSHUR COUNTY IRC/125	252 13
142953-APC	09/15/06	UPSHUR COUNTY IRC/125	4,957 45
142954-APC	09/15/06	ATTORNEY GENERAL OF TEXAS	149 00
142955-APC	09/15/06	UPSHUR COUNTY INSURANCE ACCOUNT	947 33
142956-APC	09/15/06	TXCSDU	88 00
142957-APC	09/15/06	TCSDU	90 00
142958-APC	09/15/06	OFFICE OF THE ATTORNEY GENERAL	100 00
142959-APC	09/15/06	SHARON KEMP #0539655371	130 00
142960-APC	09/15/06	STANDING CHAPTER THIRTEEN TRUSTEE	115 00
142961-APC	09/15/06	STANDING CHAPTER 13 TRUSTEE	324 00
142962-APC	09/15/06	TG	208 50
142963-APC	09/15/06	VALIC	440 00
142964-APC	09/15/06	VERITY NATIONAL GROUP	1,715 35
142965-APC	09/15/06	VERITY NATIONAL GROUP	208 00
Total for All Payments -			63,627 32

FILED
06 SEP 15 PM 4:01
UPSHUR COUNTY, TX
BY _____ DEPUTY

County Judge, Dean Fowler

Commissioner Pct#1, James Crittenden

Commissioner Pct#2, Joe E. Ferguson

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#4, Gary Drennan

September 15, 2006

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

FY 2006	FROM			TO			
	County Clerk			**County Clerk**			
10-403-3095	Books/publications	$	45 36	10-403-4520	Mileage	$	45 36
	Non-Departmental			**Non-Departmental**			
10-409-2400	Workers comp	$	8,913 18	10-409-4811	Indigent Cemetery	$	765 00
				10-409-5400	Office Machines	$	2,000 00
				10-409-4140	Delinquent Tax Atty	$	4,585 44
				10-409-4163	Restitution Fees	$	62 74
				10-409-4175	Postmortem	$	1,500 00
	Non-Departmental			**Telecommunications**			
10-409-2400	Workers Comp	$	4,643 63	10-410-4335	Long Distance	$	4,643 63
	9-1-1 Mapping			**Computer**			
10-509-4502	Education	$	399 98	10-411-5200	Equipt	$	4,533 03
	Computer						
10-411-3070	Other	$	216 78				
10-411-4410	Service Agreements	$	915 29				
10-411-4450	Software Maint	$	1,712 05				
10-411-4495	Contract Serv	$	530 44				
10-411-4502	Education	$	758 49				
	Right of way/Indigent			**County Court**			
10-625-5050	Right of Way	$	697 07	10-426-3095	Books/publications	$	92 00
10-642-4801	Physician	$	145 00	10-426-4015	court Reporter	$	145 00
				10-426-4135	Court Costs	$	605 07
	115th District Court			**115th District Court**			
10-435-4120	Ct Appt Civil	$	9,075 74	10-435-1100	Salary Appt Official	$	6,605 57
				10-435-2150	Soc Sec	$	569 84
				10-435-3010	General office	$	311 83
				10-435-3095	Books/publications	$	315 50
				10-435-4011	Grand Jury	$	568 00
				10-435-4015	Sub Ct Reporter	$	705 00
	JP #1			**JP #1**			
10-451-2150	Soc Sec	$	166 44	10-451-1200	Salary Regular	$	132 42
				10-451-3010	Office Supplies	$	34 02
	JP #2			**JP #2**			
10-452-4502	Education Exp	$	263 34	10-452-3010	Office Supplies	$	263 34
	DA			**DA**			
10-476-4135	Court Costs	$	363 56	10-476-2300	Retirement	$	319 57
				10-476-3420	Vehicle Repairs	$	43 99
	Elections			**Elections**			
10-490-5200	Equipment	$	125 00	10-490-4750	Facilities Lease	$	125 00
	County Auditor			**County Auditor**			
10-495-4502	Education Exp	$	308 88	10-495-1200	Salary Regular	$	308 88
	Treasurer			**Treasurer**			
10-497-1200	Salary Regular	$	294 05	10-497-1300	Salary Part-time	$	294 05
10-497-3065	Computer Forms	$	6 59	10-497-3010	~~Electricity~~ OFFICE SUPPLIES	$	246 59
10-497-4230	Bonds	$	100 00				
10-497-4502	Education Exp	$	140 00				

	9-1-1- Mapping			**9-1-1 Mapping**			
10-509-3010	office Supplies	$	241 51	10-509-2150	Soc Sec	$	66 77
				10-509-2300	Retirement	$	61 32
				10-509-3200	Gasoline	$	113 42
	Misc			**County Buildings**			
10-409-2400	Workers comp	$	15,000 00	10-510-3440	Repair parts	$	1,015 98
10-625-5050	Right of Way	$	15,855 52	10-510-4300	Electricity	$	12,350 88
				10-510-4310	Water, sewer, garbage	$	9,300 01
				10-510-4495	Contracted Services	$	8,188 65
	Sheriff			**Sheriff**			
10-560-5500	Vehicles	$	1,820 10	10-560-3010	Office Supplies	$	441 17
				10-560-3105	Investigative	$	853 78
				10-560-3110	Uniforms	$	30 00
				10-560-3240	Tires/tubes	$	425 20
				10-560-4495	Contracted Services	$	69 95
	Jail			**Jail**			
~~10-565-3125~~	~~Prescriptions~~	~~$~~	~~354 30~~	~~10-565-4502~~	~~Education~~	~~$~~	~~354 30~~
10-565-1200	Salary Regular	$	1,408 80	10-565-1300	Parttime	$	1,408 80
	Road & Bridge			**Road & Bridge**			
10-611-1300	Parttime	$	3,183 18	10-611-1200	Salary-Regular	$	3,183 18
10-611-3230	Batteries	$	224 57	10-611-3220	Oil, grease	$	224 57
10-611-4335	Long distance	$	456 70	10-611-3240	Tires/tubes	$	86 45
				10-611-4300	Electricity	$	250 94
				10-611-4310	Water, sewer, garbage	$	119 31
	Library			**Library**			
10-650-1200	Salary Regular	$	171 45	10-650-1300	Parttime	$	171 45
		$	68,365 55			$	68,365 55

SPECIAL BUDGET TO RECOGNIZE REVENUES FROM INTERGOVERNMENTAL CONTRACT AND BUDGET EXPENSES FOR THE PURPOSE OF THE CONTRACT

OUT OF COUNTY PRISONER	$ 36703.53 REVENUE	10-380-0003	Co Judge Supplement	$	2,319 65
JAIL SALARY	$ 36703 53 EXPENSE	10-401-1900	Salary Supplement	$	2,319 65
		10-380-0006	FEMA - VFD	$	26,856 82
		10-409-4956	VFD Pass-through	$	26,856 82

EMERGENCY AMENDMENT FOR LAW ENFORCEMENT

SHERIFF'S DEPT INVESTIGATION	$ 3219 00	10-476-1200	$	3,363 02
		10560 1200	$	41627 50

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

Dean Fowler, County Judge

James L. Crittenden, Commissioner, Pct #1

Joe Ferguson, Commissioner, Pct #2

Lloyd A. Crabtree, Commissioner, Pct #3

Gary Drennan, Commissioner, Pct #4

SEP 15 PM 4:02

BY DEPUTY

-- Account Menu --

Account Id: 10-380-0006

Account Type : R (Revenue)

Account Description : GENERAL FUND - DEPT OF EMERGENCY MGMT-VFD

Summary or Detail : D
Summary Account Id:

Budget Line Item : Yes
Budgeted Amount : $ 0.00
YTD Revenues : $ 27,931.09
Remaining Revenues : $ -27,931.09

2004-2005 Actual: $ 0.00 % Year Expired: 93.2 % % Budget Rcvd:

'I'-Account Information 'A'-Account Activity Inquiry 'B'-Budget Inquiry

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

SEP 15 P1:02

-- Account Menu --

Account Id: 10-409-4956

Account Type : E (Expenditure)

Account Description : FEMA - VFD PASS-THROUGH

Summary or Detail : D
Summary Account Id:

Budget Line Item : Yes
Budgeted Amount : $ 0.00
YTD Expenditures : $ 0.00
Total Encumbrance : $ 0.00
Unencumbered Balance: $ 0.00

2004-2005 Actual: $ 0.00 % Year Expired: 93.2 % % Budget Used:

'I'-Account Information 'A'-Account Activity Inquiry 'B'-Budget Inquiry

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

PAM,

PLEASE DO THE FOLLOWING BUDGET AMENDMENT FOR ME.

FROM	TO	AMOUNT
10-403-3095	10-403-4520	45.36

THANKS,

ROBIN RODENBERG
COUNTY CLERK

DEPUTY

Budget Amendment

From		To
10 625 5050 Right of Way	$765 00	10 409 4811 Indigent Cemetery
10 625 5050 Right of Way	$2000 00	10 409 5400 Office Machines

SEP 15 PM 4:02
BY _____ DEPUTY

BA from 509-4502

UPSHUR COUNTY

P.O. BOX 730
GILMER, TEXAS 75644
(903) 843-4001

THIS NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, ETC

PURCHASE ORDER NO. — 25891

DATE	DATE REQ	INVOICE #
9-5-06		

EMPLOYEE Gina

DEPT 411-[redacted]-5200

COMPUTER I D

TO: Best Buy

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2		monitors	199.99	399.98

GOC-454

AUTHORIZED SIGNATURE cpl

RECEIVED
SEP 15 2006 4:02
AUDITOR
BY

Karmen Kelley
Upshur County
System Administrator
P.O. Box 730
Gilmer, Texas 75644

Phone 903-680-8139 *Fax 903-843-4635*

9/13/06

Dear Pam,

Please make the following Budget Amendments to the computer budget

From		To	
10-411-3070	$ 216 78	10-411-5200	$4,133 05
10-411-4410	$ 915.29		
10-411-4450	$1,712 05		
10-411-4495	$ 530 44		
10-411-4502	$ 758 49		

Thank you,

Karmen Kelley

Karmen Kelley
Upshur County System Administrator

SEP 15 PM 4:02
GILMER, TX
COUNTY
BY

Budget Amendments

From		To
10 625 5050 Right of Way	$92 00	10426 3095 Books & Publications
10 625 5050 Right of Way	$605 07	10 426 4135 Court Costs & Services

SEP 15 PM 4:02
BY _____ DEPUTY

BUDGET AMENDMENT

FROM		TO
10 642 4801 PHYSICIAN	$145 00	10 426 4015 COURT REPORTER

SEP 15 PM 4:02

BY _____ DEPUTY

10 - GENERAL FUND - COMPUTER

Account.....	Orig Budget	Curr Budget	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Rm
411-4410 Service Agreements	5,000	5,000	4,084.71	0.00	4,084.71	~~915.29~~	18
411-4450 Software Maintenance	96,000	96,000	94,287.95	0.00	94,287.95	~~1,712.05~~	2
411-4495 Contracted Services	3,500	3,500	2,944.99	0.00	2,944.99	~~555.01~~	16
411-4502 Educational Expense	1,000	1,726	967.60	0.00	967 60	~~758.40~~	44
411-5200 Computer Equipment	25,000	28,548	26,874.98	399.98	27,274.96	~~1,272.95~~	4
411-5250 Computer Software	5,000	1,395	395.00	1,000.00	1,395.00	0.00	0
TOTAL COMPUTER	168,842	169,361	160,990.78	1,399.98	162,390.76	6,970.24	4

10 - GENERAL FUND - COUNTY COURT

426-1200 Salary Regular Employee	31,738	31,738	30,451.20	0.00	30,451.20	1,286.80	4
426-2150 Soc Sec Taxes	2,291	2,291	2,171.60	0.00	2,171.60	119.40	5
426-2300 Retirement Match	2,869	2,869	2,739.24	0.00	2,739.24	129.76	5
426-2450 Unemployment Comp	150	0	0 00	0.00	0.00	0.00	***
426-3010 General Office Supplies	1,000	1,000	820.58	0.00	820 58	179.42	18
426-3095 Books & Publications	300	90	182.00	0.00	182.00	-92.00	102
426-4010 Petit Jury	5,000	5,000	3,394.55	0.00	3,394.55	1,605.45	32
426-4015 Sub Court Reporter	10,000	10,000	9,910.00	0.00	9,910.00	90.00	1
426-4110 Senate Bill 7 Appointments	50,000	47,825	46,802.19	0.00	46,802.19	~~1,022.77~~	2
426-4135 Court Costs & Services	**15,000**	**20,219**	**20,824.11**	**0.00**	**20,824.11**	**-605.07**	**-3**
426-4145 Transcripts	1,000	0	0.00	0.00	0 00	0.00	***
426-4502 Educational Expense	1,000	225	125.00	0.00	125.00	100.00	44
TOTAL COUNTY COURT	120,348	121,257	117,420.47	0 00	117,420.47	3,836.53	3

10 - GENERAL FUND - 115TH DISTRICT COURT

435-1100 Salary Apptd Official	**68,060**	**68,060**	**74,665.57**	**0.00**	**74,665.57**	**-6,605.57**	**-10**
435-1300 Part Time Employees	10,000	10,000	6,199.33	0.00	6,199.33	3,800.67	38
435-2150 Soc Sec Taxes	**6,000**	**6,000**	**6,569.84**	**0.00**	**6,569.84**	**-569.84**	**-9**
435-2300 Retirement Match	7,000	7,000	6,715.43	0.00	6,715.43	284.57	4
435-2450 Unemployment Comp	500	0	0.00	0.00	0.00	0.00	***
435-3010 General Office Supplies	**2,000**	**2,000**	**2,196.83**	**115.00**	**2,311.83**	**-311.83**	**-16**
435-3090 Post Office Box Rental	68	68	68 00	0.00	68.00	0.00	0
435-3095 Books & Publications	**3,500**	**4,177**	**4,492.00**	**0.00**	**4,492.00**	**-315.50**	**-8**
435-4010 Petit Jury	18,500	16,366	14,706.00	0.00	14,706.00	1,660.14	10
435-4011 Grand Jury	**1,500**	**2,866**	**3,434.00**	**0.00**	**3,434.00**	**-568.00**	**-20**
435-4012 Jury Commissioner	500	500	40.00	0.00	40.00	460.00	92
435-4013 Visiting Judge	1,000	1,000	953.38	0.00	953.38	46.62	5
435-4015 Sub Court Reporter	**12,000**	**12,298**	**13,003.00**	**0.00**	**13,003.00**	**-705.00**	**-6**
435-4110 Senate Bill 7 Appointments	135,000	130,219	117,555.87	0.00	117,555 87	12,662.63	10
435-4120 Ct Appt Attorney-Civil	125,000	125,000	107,226.00	0.00	107,226.00	17,774.00	14
435-4125 Capital Murder Trial Expenses	0	0	0.00	0.00	0.00	0.00	***
435-4135 Court Costs	2,000	2,000	1,811.31	0.00	1,811.31	188.69	9
435-4145 Transcripts	10,000	13,265	13,265.00	0.00	13,265.00	0.00	0
435-4150 Juror Expenses	500	500	170.61	0.00	170.61	329.39	66
435-4185 Psychological Evaluations	2,000	3,545	3,545.25	0.00	3,545.25	0.00	0
435-4340 Dedicated Telephone Line	50	50	34 29	0.00	34.29	15.71	31

SEP 15 PM 4:02

MIKE FETTER
Criminal District Attorney

UPSHUR COUNTY JUSTICE CENTER
405 North Titus Street
Gilmer, Texas 75644
Felony Office (903) 843-5513 FAX (903) 843-3661
Misdemeanor Office (903) 843-2498 FAX (903) 843-2637
www.UpshurCountyDA.com

TIM CARIKER, Felony A.D.A.
ROBYN WOOD, Misdemeanor A.D.A.

JON WARREN, Criminal Investigator
TRACI MCCRAVEN, Office Manager

September 13, 2006

Ms. Pam Long
Upshur County Auditor
Gilmer, TX

RE: Budget Amendment

Dear Pam:

This letter is to request budget amendments for the following:

From Line Item # 10-476-3200 to Line Item # 10-476-3420 the sum of $ 50.00.

From Line Item# 10-476-4485 to Line Item # 10-476-3030 the sum of $ 1,000.00.

Thank you for your cooperation in this matter.

Very truly yours,

Mike Fetter

MF/tm

SEP 15 PM 4:02
BY
DEPUTY

BUDGET AMENDMENT

PAM LANGE
COUNTY AUDITOR

PLEASE AMEND AS LISTED BELOW:

FROM	10-497-1200	$294.05
TO	10-497-1300	
	30	
FROM	10-497-4265	$ 6.59
	10-497-4230	100.00
	10-497-4502	140.00
TO	10-497-3010	

Myra Harris

MYRA HARRIS
COUNTY TREASURER
09/13/06

SEP 15 PM 4:02

BY _____ DEPUTY

Budget amendments requested by Sheriff Betterton as shown on invoices presented 09/13/06
These requests can be seen on individual invoices as listed below

Move the following amount from 10-560-5500			To	
Vendor	Invoice	Amount		
Valenta Entreprises, Inc	22592	112 00	10-560-3010	
Valenta Entreprises, Inc	22596	99 60	10-560-3010	
Quill	8936472	120 79	10-560-3010	
Pro-Med Systems	4397	108 78	10-560-3010	441 17
TIB-Credit Card	8/3/2006	40 04	10-560-3105	
Wal-mart	8/22/2006	383 75	10-560-3105	
SkyNet Unwired	851	8 99	10-560-3105	
Dallas Co SW Institute of Forensics	33120097952	421 00	10-560-3105	853.78
Aldredge Cleaners	52	30 00	10-560-3110	30.00
Gray's Wholesale Tire	132617	425 02	10-560-3240	425.02
The Gallery of Lights	76070	69 95	10-560-4495	69.95

SEP 15 PM 4:02
BY _____ DEPUTY

Memo

To: PAM LANGE
From: CHIEF DEPUTY BOBBY SANDER
Date: 8-24-2006
Subject: LINE ITEM TRANSFER

TRANSFER 354 30 FROM LINE ITEM 565-3125 TO LINE ITEM 565-4502

ALSO FIND ATTACHED THE TRAVEL AND EXPENSE REQUEST THAT WILL BE PRESENTED TO THE COMMISSIONERS COURT FOR PAYMENT ON 8-31-2006 FOR PAYMENT

BOBBY N SANDERS

RECEIVED
AUG 29 2006
AUDITOR'S OFFICE

This is the body of the memo

SEP 15 PM 4:02

BY

DEPUTY

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

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

September 11, 2006

I am requesting a budget amendment be made in the amount of $ 224.57 out of line 10-611-3230 (Batteries) to be put in line 10-611-3220 (Oil, Grease, Lubricants, Fluids).

Thank you,

Bubba Pendarvis

6 SEP 15 PM 4:02
BY
DEPUTY

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142675-APCA		08/31/06	UPSHUR CO CSCD BENEFITS ACCO	$905 82	$905 82	CSCD STATE BENEFITS
142676-APCA		08/31/06	UPSHUR CO CSCD BENEFITS ACCO	$25 54	$25 54	CSCD STATE LIFE INSURANCE
142677-APCA		08/31/06	NATIONWIDE RETIREMENT SOLUTI	$77 21	$77 21	ENTITY#52039 PAYROLL DEDUCTIONS
142678-APCA		08/31/06	FIRST NATIONAL BANK GILMER	$36,639 16	$36,639 16	FICA/MEDICARE PAYROLL DEDUCTIONS
142679-APCA		08/31/06	FIRST NATIONAL BANK GILMER	$18,984 68	$18,984 68	WITHHOLDING PAYROLL DEDUCTIONS
142680-APCA		08/31/06	UPSHUR COUNTY IRC/125	$285 93	$285 93	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
142681-APCA		08/31/06	UPSHUR COUNTY IRC/125	$184 65	$184 65	125/AFLAC PAYROLL DEDUCTION
142682-APCA		08/31/06	UPSHUR COUNTY IRC/125	$82 23	$82 23	125/AMERICAN HERITAGE PAYROLL DEDUCTION
142683-APCA		08/31/06	UPSHUR COUNTY IRC/125	$147 67	$147 67	125/TRANSPORT LIFE PAYROLL DEDUCTION
142684-APCA		08/31/06	UPSHUR COUNTY IRC/125	$252 13	$252 13	125/CENTRAL UNITED PAYROLL DEDUCTION
142685-APCA		08/31/06	UPSHUR COUNTY IRC/125	$5,159 20	$5,159 20	125 DEPENDENT INS PREMIUMS/PAYROLL
142686-APCA		08/31/06	ATTORNEY GENERAL OF TEXAS	$149 00	$149 00	HARRY CROCKETT #98302DR
142687-APCA		08/31/06	POLICE AND FIREMEN'S INS ASS	$158 50	$158 50	#0004212440-2 UP CO SHERIFF DEPT
142688-APCA		08/31/06	UPSHUR COUNTY INSURANCE ACCO	$867 64	$867 64	DEPENDENT INS PREMIUMS/PAYROLL
142689-APCA		08/31/06	TXCSDU	$88 00	$88 00	N005932949/STANLEY
142690-APCA		08/31/06	OFFICE OF THE ATTORNEY GENER	$10 55	$10 55	MITCHAEL JONES
142691-APCA		08/31/06	OFFICE OF THE ATTORNEY GENER	$10 54	$10 54	MITCHAEL JONES
142692-APCA		08/31/06	TCSDU	$90 00	$90 00	ANDREW MULLINS
142693-APCA		08/31/06	OFFICE OF THE ATTORNEY GENER	$100 00	$100 00	T J MILES
142694-APCA		08/31/06	SHARON KEMP #0539655371	$130 00	$130 00	EARL BECK
142695-APCA		08/31/06	TEXAS COUNTY & DISTRICT RETI	$75,113 77	$75,113 77	UNIT#329 MONTHLY REPORT
142696-APCA		08/31/06	STANDING CHAPTER THIRTEEN TR	$115 00	$115 00	CASE#04-20199 DERONDA CAIN
142697-APCA		08/31/06	STANDING CHAPTER 13 TRUSTEE	$324 00	$324 00	CASE#04-20530 CYNTHIA FROST
142698-APCA		08/31/06	TG	$208 50	$208 50	WAGE WITHHOLDING PAYMENT
142699-APCA		08/31/06	VALIC	$440 00	$440 00	PAYROLL DEDUCTIONS
142700-APCA		08/31/06	VERITY NATIONAL GROUP	$1,735 35	$1,735 35	125 PLAN MEDICAL SPENDING ACCOUNT

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142701-APCA		08/31/06	VERITY NATIONAL GROUP	$208 00	$208 00	125 CHILD CARE EXPENSES
142702-APCA		08/31/06	ABC AUTO PARTS	$176 63	$176 63	D A-CHARLES MORGAN,SR /HOT CK RESTITUTION
142703-APCA		08/31/06	ACCU CHEM LABORATORIES	$352 00	$176 00	CCP-INV#540879,540911,540797
					$176 00	CCP-INV#540880,540985,540983
142704-APCA		08/31/06	ACE LOCK & SAFE SERVICE	$336 00	$336 00	CO TAX-REKEY BLDG/10 DUP KEYS
142705-APCA		08/31/06	ADT SECURITY SERVICES, INC	$92 97	$92 97	JP#3-#012001543038487-9/01-11/30/06 SERVICE
142706-APCA		08/31/06	AFLAC	$465 54	$465 54	#S5217 08/31/06 PAYROLL DEDUCTIONS
142707-APCA		08/31/06	ALLTEL	$637 18	$318 85	R&B-#GM263HT/9/09/06 BILLING
					$27 94	911-#GM27HWZ/8/09/06 BILLING
					$72 72	SUP&CCP-#GM00318 08/09/06
					$217 67	CSCD-#GM02648/8/09/06 BILLING
142708-APCA		08/31/06	AMAZON COM CREDIT	$110 74	$110 74	CO LIB-9 BOOKS
142709-APCA		08/31/06	AMERICAN HERITAGE LIFE INSUR	$134 85	$134 85	#47939 08/31/06 PAYROLL DEDUCTIONS
142710-APCA		08/31/06	ARAMARK UNIFORM SERVICES INC	$1,823 45	$149 40	R&B-#28717001/UNIFORM SERVICE
					$131 58	R&B-#20490001/UNIFORM SERVICE
					$70 75	R&B-#19713001/UNIFORM SERVICE
					$92 58	R&B-#20491001/UNIFORM SERVICE
					$75 40	R&B-#18717001/UNIFORM SERVICE
					$41 68	R&B-#20490001/UNIFORM SERVICE
					$38 75	R&B-#18713001/UNIFORM SERVICE
					$47 63	R&B-#20491001/UNIFORM SERVICE
					$191 40	R&B-#18717001/UNIFORM SERVICE
					$131 58	R&B-#20490001/UNIFORM SERVICE
					$94 75	R&B-#18713001/UNIFORM SERVICE
					$115 05	R&B-#20491001/UNIFORM SERVICE
					$149 40	R&B-#18707001/UNIFORM SERVICE
					$86 63	R&B-#20490001/UNIFORM SERVICE
					$154 75	R&B-#18713001/UNIFORM SERVICE
					$252 12	R&B-#20491001/UNIFORM SERVICE
142711-APCA		08/31/06	AT&T	$3 51	$3 51	D CT-#21410622362180/8/01/06 BILLING
142712-APCA		08/31/06	AZLEWAY INC	$2,548 82	$2,548 82	JUV PROB-SECURE PLACEMENT 07/31/06
142713-APCA		08/31/06	BARBARA HOLLOWAY	$320 00	$320 00	CO AUD-PAYMENT FOR WORK DONE 08/24-29/06
142714-APCA		08/31/06	BARRY CLARK WALLACE	$500 00	$500 00	D CT-#14,083/LINZAY SCOTT STEVENS
142715-APCA		08/31/06	BEHAVORIAL INTERVENTION SER	$1,175 00	$1,175 00	JUV PROB-GROUP & MULTI-FAMILY THERAPY 08/15/06 BILLING
142716-APCA		08/31/06	BLACKFOX HANDCRAFTED FURNITU	$1,428 06	$1,428 06	CO LIB-CHILD'S BENCH

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142717 APCA		08/31/06	BROOKSHIRES	$784 92	$267 45	D A-THOMAS DAVIDSON/HOT CK RESTITUTION
					$82 25	D A-MORRIS BARTON/HOT CK RESTITUTION
					$64 68	D A-DELLA WHITAKER, HOT CK RESTITUTION
					$119 89	D A-EVELYN JOHNSON/HOT CK RESTITUTION
					$250 65	D A-STEVEN BAILEY/HOT CK RESTITUTION
142718-APCA		08/31/06	BRUCE McJIMSEY	$20 00	$20 00	SUP-REIMB FOR TRAINING FEE
142719-APCA		08/31/06	BRYAN & BRYAN	$41,716 50	$5,754 00	R&B-ROAD OIL/4,200 GALL @ $1 37
					$10,069 50	R&B-ROAD OIL/6,300 GALL @ $1 37
					$8,631 00	R&B-ROAD OIL/6,300 GALL @ $1 37
					$8,631 00	R&B-ROAD OIL/6,300 GALL @ $1 37
					$8,631 00	R&B-ROAD OIL/6,300 GALL @ $1 37
142720-APCA		08/31/06	BULFINCH CUSTODIAL SERVICE I	$3,999 00	$3,999 00	AUGUST'06 JANITORIAL CONTRACT
142721-APCA		08/31/06	CALCO INCORPORATED	$1,054 50	$1,054 50	R&B-BULLETS FOR RECLAIMER
142722-APCA		08/31/06	CARD SERVICE CENTER	$692 10	$70 01	SUP-#4707123168100384 08/03/06
					$268 65	SUP-#4707123168100558 08/03/06
					$200 40	SUP#4707123168100525 08/11/06
					$73 14	SUP-#4707123168100541 08/11/06
					$79 90	SUP-#4707123168100517 08/11/06
142723-APCA		08/31/06	CASEY PATE	$176 51	$176 51	COMPUTER-REIMBURSE/354 MI @ $ 315/MEALS
142724-APCA		08/31/06	CDW GOVERNMENT INC	$401 43	$401 43	DPS-#9948847/UHS TO DVD RECORDER
142725-APCA		08/31/06	CENTER POINT PUBLISHING	$166 62	$166 62	CO LIB-20 BOOKS, POSTAGE
142726-APCA		08/31/06	CENTERPOINT ENERGY	$1,617 01	$60 48	CO BLDG-#27403856/-7/13-8/10/06 SERVICE
					$1,490 31	J CTR-#26800813/-7/13-8/10/06 SERVICE
					$66 22	BANK ANNEX-#27065747/-7/19-8/16/06 SERVICE
142727-APCA		08/31/06	CHEROKEE COUNTY	$684 00	$367 00	CO CT-MI#33,764/COMMIT TO RUSK
					$317 00	CO CT-MI#33,772/COMMIT TO RUSK
142728-APCA		08/31/06	CHRISTINA W WALLACE CSR	$250 00	$250 00	D CT-COURT REPORTING
142729-APCA		08/31/06	CMRS-FP	$2,500 00	$2,500 00	NON DEPT-POSTAGE FOR METERS
142730-APCA		08/31/06	CONGRESSIONAL QUARTERLY, INC	$52 75	$52 75	CO LIB-#717054/CONG ROLL CALL 2005
142731-APCA		08/31/06	CONSECO HEALTH INSURANCE CO	$295 30	$295 30	#46512 08/31/06 PAYROLL DEDUCTIONS
142732-APCA		08/31/06	DAVID CHANCE ROSS	$850 00	$850 00	D A-#13,839 & 29,212 CHRISTOPHER GENE LANGFORD
142733-APCA		08/31/06	DAVID W BULLER M D	$1,000 00	$1,000 00	AUGUST'06 CONTRACTED MEDICAL SERVICES
142734-APCA		08/31/06	DAVIS ELECTRIC COMPANY	$248 75	$123 75	CO BLDG-CHANGE TIMER ON LIGHTS @ LIBRARY

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					$125 00	CO BLDG-GENERATOR WORK @ JAIL
142735-APCA		08/31/06	DENISE BERRY	$51 66	$51 66	SUP-REIMB/MILEAGE 164MI@ 315/MI
142736-APCA		08/31/06	DIAMOND D LUBE +	$252 50	$12 50	R&B-UNIT#41/INSPECTION
					$120 00	R&B-INSPECTION
					$120 00	R&B-INSPECT DOT TRUCK & TRAILER
142737-APCA		08/31/06	DV&A	$133 03	$133 03	CO LIB-#20421/18 BOOKS, SHIPPING
142738-APCA		08/31/06	EBSCO SUBSCRIPTION SERVICE	$1,903 20	$1,903 20	CO LIB-MAG SUBSCRIPTIONS
142739-APCA		08/31/06	ECONOMY AUTO SUPPLY INC	$408 96	$7 78	R&B-BELT
					$32 09	R&B-BELT
					$185 03	R&B-ALTERNATOR
					$115 76	R&B-ROLOC DISC(12); LIGHT, GRIND DISC, REFLECTOR, RED RTV
					$31 29	R&B-HOSE/FITTINGS
					$37 02	R&B-15' AIR SET
					$39 03	R&B-HOSE/FITTINGS
					$48 19	R&B-A/C FLUSH, FILTER, O-RINGS, BLADES
					$27 77	R&B-SEAL; CARBIDE
					$5 00	R&B-RETAINING CLIPS
					$120 00cr	R&B-CORE RETURNS
142740-APCA		08/31/06	ELLIOTT ELECTRIC SUPPLY INC	$15 90	$15 90	CO BLDG-#3289472/120V PHOTO CONTROL
142741-APCA		08/31/06	ETMC GILMER	$154 11	$39 10	INDIG-SARAH LEVERETT/8/11/06 MEDICAL
					$115 01	INDIG-SARAH LEVERETT/8/11/06 MEDICAL
142742-APCA		08/31/06	EXPRESS LUBE DBA	$58 90	$30 95	CO BLDG-OIL CHANGE
					$27 95	D A-OIL CHANGE
142743-APCA		08/31/06	FIBER NETWORK SOLUTIONS	$400 00	$400 00	COMPUTER-SERVICE CALL
142744-APCA		08/31/06	GATEWAY BUSINESS	$3,070 16	$1,213 79	SUP-COMPUTER, MICROSOFT OFFICE, MONITOR, SRVPLN
					$1,856 37	SUP-COMPUTER; MICROSOFT OFFICE; SERV PLAN
142745-APCA		08/31/06	GILMER CABLE TV CO INC	$432 80	$421 00	NON DEPT-#15446/8/24/06 BILLING
					$11 80	NON DEPT-#19305/8/24/06 BILLING
142746-APCA		08/31/06	GILMER COMPUTER TECH	$80 00	$80 00	JUV PROB-ONSITE LABOR 08/18/06
142747-APCA		08/31/06	GILMER DISCOUNT TIRE	$19 90	$19 90	R&B-TUBE
142748-APCA		08/31/06	GILMER OFFICE CENTER	$120 00	$60 00	SUP-BUSINESS CARDS(1000/MCJIMSEY)
					$60 00	SUP-BUSINESS CARDS(1000/LOFTICE)
142749-APCA		08/31/06	GRAINGER	$38 77	$29 12	CO BLDG-#805131711/RELAY; 8 PINS
					$9 65	CO BLDG-#805131711/LAMP

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142750-APCA		08/31/06	GREATAMERICA LEASING CORP	$565 61	$565 61	CO CLK-#0140285756002/SERV TO 9/04/06
142751-APCA		08/31/06	GREGG COUNTY CLERK	$375 00	$375 00	CO CT-#2006-0049-M/MARY RHODES
142752-APCA		08/31/06	GREGG COUNTY TREASURY	$120 00	$120 00	JUV PROB-DETENTION 08/07/06
142753-APCA		08/31/06	GRIFFITH LAW FIRM P C	$1,200 00	$350 00	D CT-#13186/LINDA YVONNE KING THOMAS
					$350 00	D CT-#14120/TRACY EVANS
					$500 00	D CT-#14074/ROBERT PITTS
142754-APCA		08/31/06	H&D HARDWARE & AUTOMOTIVE IN	$182 11	$16 92	CO BLDG-CLEAR SHEETING
					$4 91	CO BLDG-PAPER CUPS
					$14 43	CO BLDG-TAPE,CUTTING WHEEL
					$2 80	CO BLDG-2 PENCO ATF
					$11 00	CO BLDG-RESPIR ,MASKS,TOWELS,SPRAY BOTTLE
					$11 24	CO BLDG-FILTER
					$1 38	CO BLDG-SCREWS
					$6 56	CO BLDG-HEX KEY WRENCH SET
					$2 68	CO BLDG-4 PAINTBRUSHES
					$5 54	CO BLDG-2 KEYS,2 GLUE TRAPS
					$17 95	R&B-FUEL HOSE
					$10 76	CO BLDG-SAND,PAPER,PAINT BLENDER,BULBS
					$6 48	CO BLDG-HARDWARE
					$6 39	CO BLDG-VALVE
					$6 80	CO BLDG-HARDWARE
					$3 49	CO BLDG-10 BOLTS,RAGS
					$37 80	CO BLDG-LAMP BALLASTS
					$15 00	CO BLDG-2 V-BELTS
142755-APCA		08/31/06	HALL SIGNS OF TEXAS	$387 20	$387 20	R&B-#3641/20 SIGNS
142756-APCA		08/31/06	HANDY MART DIANA	$135 00	$135 00	D A-KOURTNEY STOKER/HOT CK RESTITUTION
142757-APCA		08/31/06	HARRISON CO JUVENILE	$1,105 00	$1,105 00	JUV PROB-SECURE PLACEMENT 08/07/06
142758-APCA		08/31/06	INGRAM BOOK CO	$366 52	$31 57	CO LIB-#2082975/6 BOOKS,SHIPPING
					$27 25	CO LIB-#2083975/2 BOOKS
					$30 60	CO LIB-#2043975/2 BOOKS
					$47 31	CO LIB-#2083975/3 BOOKS
					$14 99	CO LIB-#2083975/1 BOOK
					$16 79	CO LIB-#2083975/1 BOOK
					$14 97	CO LIB-#2083975/1 BOOK
					$14 97	CO LIB-#2083975/1 BOOK
					$168 07	CO LIB-#2083975/13 BOOKS,SHIPPING
142759-APCA		08/31/06	J A SEXAUER	$99 90	$99 90	CO BLDG-#340701/PARTS FOR JAIL TOILETS
142760-APCA		08/31/06	JAN WAY COMPANY	$106 89	$106 89	CO LIB-#15427/PLASTIC BAGS,SHIPPING
142761-APCA		08/31/06	JEFFERSON COUNSELING SERVICE	$1,022 50	$1,022 50	CCP-JULY 25,'06 BILLING

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142762-APCA		08/31/06	JR'S OF DIANA	$56 27	$56 27	D A-KOURTNEY STOKER/HOT CK RESTITUTION
142763-APCA		08/31/06	KARMEN KELLEY	$65 00	$65 00	COMPUTER-REIMBURSE MEALS/2 1/2 DAYS @ $26 00
142764-APCA		08/31/06	KOTTER FIRE PROTECTION	$212 50	$212 50	CO BLDG-DRY CHEM EXTINGUISHER
142765-APCA		08/31/06	LANE WILLIAMS AUTO CENTER	$644 00	$644 00	CO BLDG-TRUCK REPAIRS
142766-APCA		08/31/06	LAUREN PARISH	$400 00	$400 00	AUGUST'06 JUVENILE PROBATION BD
142767-APCA		08/31/06	LINEBARGER HEARD GOGGAN BLAI	$6,822 24	$6,822 24	CO TAX-MAY'06 DELINQUENT TAX ATTY FEES
142768-APCA		08/31/06	LLOYD A CRABTREE	$637 58	$615 85	COMM CT-REIMBURSE/TAC CONF COSTS
					$21 73	COMM CT-REIMBURSE/69 MI @ $ 315
142769-APCA		08/31/06	LOLA TAPP	$160 00	$160 00	D A-CONTRACT LABOR/16 HR @ $10 00
142770-APCA		08/31/06	MANHATTAN INSURANCE GROUP	$611 76	$611 76	#4269 08/31/06 PAYROLL DEDUCTIONS
142771-APCA		08/31/06	MATTHEW PATTON	$600 00	$150 00	D CT-#405-88/I-I-O-HYDEN CHILD
					$150 00	D CT-#710-00/I-I-O- JOHNSON CHILD
					$150 00	D CT-#405-88/I-I-O-L A H
					$150 00	D CT-#710-00/I-I-O-JOHNSON CHILDREN
142772-APCA		08/31/06	MCM ELEGANTE HOTEL	$358 80	$358 80	CO TREAS-CONF#69798/MYRA HARRIS 09/18-22/06
142773-APCA		08/31/06	MICHAEL MARTIN ATTY	$2,100 00	$350 00	D CT-#13,548-RICHARD WAYNE MITCHELL
					$350 00	D CT-#583-96/I-I-O-BERRY CHILD
					$350 00	D CT-#250-01/I-I-O-NIX CHILD
					$350 00	D CT-#80-96/I-I-O-NIX CHILD
					$350 00	D CT -#263-00/I-I-O-POTTER CHILD
					$350 00	D CT-#470-90/JOHN BERNARD HORTON
142774-APCA		08/31/06	MUSIC MOUNTAIN WATER CO	$155 26	$44 02	D A-#18928400/7/31/06 BILLING
					$74 27	SUP-#79777000 07/31/06
					$36 97	TAX-#18700100/7/31/06 BILLING
142775-APCA		08/31/06	MYRA HARRIS	$130 00	$130 00	CO TREAS-PER DIEM/5days@$26 00(CTAT CONFERENCE@BEAUMONT 9/18-22/06)
142776-APCA		08/31/06	NATIONAL FAMILY CARE	$698 10	$698 10	#3152 08/31/06 PAYROLL DEDUCTIONS
142777-APCA		08/31/06	OFFICE DEPOT CREDIT PLAN	$1,028 90	$1,028 90	SUP-#6011564610110974 08/07/06
142778-APCA		08/31/06	OLMSTED-KIRK PAPER COMPANY	$1,174 75	$1,174 75	CO BLDG-#32479/JANITORIAL SUPPLIES
142779-APCA		08/31/06	ORE CITY HOME & AUTO INC	$15 23	$15 23	R&B-PARTS
142780-APCA		08/31/06	PAUL BANNER	$43 20	$43 20	D CT-REIMBURSE/MILEAGE;MEALS-7/26-27/06
142781-APCA		08/31/06	PETE&WILLIE'S MINI STORAGE	$100 00	$100 00	CO CLK-STORAGE-7/06-8/06/06

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142782-APCA		08/31/06	PETERS AUTOPLEX	$100 22	$100 22	R&B-CABLE ASSEMBLY
142783-APCA		08/31/06	PETROLEUM TRADERS CORP	$6,107 37	$3,056 28	R&B-#210052/GASOLINE(1,73 GALS @ $2 3948
					$3,051 09	R&B-#210052/GASOLINE(1,171 GALS @ $2 3948)
142784-APCA		08/31/06	PETTY'S LAWN SPRINKLERSINC	$824 00	$824 00	CO BLDG-WORKED ON SPRINKLER @ CH
142785-APCA		08/31/06	PROFESSIONAL TECHNICAL ASSIS	$130 50	$130 50	CONST#2-REPAIR RADIO
142786-APCA		08/31/06	PURCHASE POWER	$152 25	$113 02	SUP-@8649858 08/03/06
					$39 23	SUP-#20962222863 09/03/06
142787-APCA		08/31/06	REARDON PLUMBING	$118 50	$118 50	CO BLDG-UNSTOP LINE @ PORTER BLDG
142788-APCA		08/31/06	RELIABLE OFFICE SUPPLIES	$100 42	$100 42	CO LIB-#190372/OFFICE SUPPLIES
142789-APCA		08/31/06	RICK BROWN	$300 00	$120 00	R&B-MOUNT 5 TIRES
					$120 00	R&B-SERVICE CALLS,TIRE MOUNTS
					$60 00	R&B-SERVICE CALL;FLAT REPAIR
142790-APCA		08/31/06	RISO INC	$10 01	$10 01	NON DEPT-#63199S1/-7/18-8/17/06 SERVICE
142791-APCA		08/31/06	ROMCO EQUIPMENT CO	$1,066 66	$1,066 66	R&B-#91952/EQUIP RENTAL
142792-APCA		08/31/06	RUCKER STEVEN MURRY, M D	$109 70	$50 66	INDIG-DALE LAMBERT/8/15/06 MEDICAL
					$29 52	INDIG-DALE LAMBERT/6/07/06 MEDICAL
					$29 52	INDIG-DALE LAMBERT/8/03/06 MEDICAL
142793-APCA		08/31/06	SAV-ON OFFICE SUPPLY INC	$800 71	$14 99	CO CLK-LABELS
					$12 53	CO CLK-OFFICE SUPPLIES
					$152 99	911-PRINTER CARTRIDGE
					$19 28	CO CLK-OFFICE SUPPLIES
					$52 19	D A-NOTARY BOOK,STAMP
					$136 95	CO COMM-OFFICE SUPPLIES
					$9 99	INDIG-OFFICE SUPPLIES
					$34 99	SUP-12 DIGIT CALCULATOR
					$102 94	CO EXT-OFFICE SUPPLIES
					$23 97	JP#1-OFFICE SUPPLIES
					$4 49	CO CLK-BINDER
					$22 35	D A-OFFICE SUPPLIES
					$210 52	SUP-INV#2885124
					$2 53	COMM CT-BUSINESS CARDS
142794-APCA		08/31/06	SBC	$3 26	$3 26	SUP-INV BAN#849001112 08/03/06
142795-APCA		08/31/06	SHIRLEY G FORE	$235 00	$235 00	CO CT-COURT REPORTING 8/07/06
142796-APCA		08/31/06	SMITH OIL COMPANY	$98 00	$98 00	R&B-GREASE, BATTERY, BATTERY FEE
142797-APCA		08/31/06	SOUTHEAST TEXAS FORENSIC CEN	$1,500 00	$1,500 00	JP#1-#T06-0813/JOHN WAYNE WATSON(AUTOPSY)

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142798-APCA		08/31/06	SOUTHERN TIRE MART	$392 00	$392 00	R&B-TRACTOR TIRE; TUBE
142799-APCA		08/31/06	SOUTHWESTERN ELECTRIC POWER	$11,573 67	$125 43	REC STOR-#96698836200/-7/07-8/08/06 SERVICE
					$8,640 64	J CTR-#96612436202/-7/04-8/08/06 SERVICE
					$295 08	PORTER BLDG-#96787336203/-7/07-8/08/06 SERVICE
					$261 14	911-#96318336201/-7/07-8/08/06 SERVICE
					$859 59	TAX-#96508836200/-7/07-8/08/06 SERVICE
					$409 97	CO BLDG-#96951098308/-7/10-8/10/06
					$60 53	ROCK BLDG-#96924788308/-7/10-8/10/06 SERVICE
					$921 29	CO LIB-#96918788306/-7/10-8/10/06 SERVICE
142800-APCA		08/31/06	TEXAS PARKS & WILDLIFE	$21 25	$21 25	JP#3CR06-090J3 LARRY LEE POWELL
142801-APCA		08/31/06	THE GILMER MIRROR	$410 40	$135 90	D CLK-LETTERHEADS, ENVELOPES
					$274 50	SUP-LETTERHEAD & ENVELOPES
142802-APCA		08/31/06	THE LIBRARY STORE INC	$288 74	$154 97	CO LIB-#20292/OFFICE SUPPLIES
					$133 77	CO LIB-#20292/OFFICE SUPPLIES; FREIGHT
142803-APCA		08/31/06	THE LOGO	$400 00	$400 00	SEPT'06 RENT
142805-APCA		08/31/06	TIM CONE	$6,120 00	$350 00	D CT-#13961/BRANDI DAWN WILSON
					$1,495 00	D CT -#13853/ANGELA DENISE THOMPSON
					$350 00	D CT-#14109/MICHAEL MCCULLOUGH
					$350 00	D CT -#14123/THOMAS RAYMOND JONES
					$520 00	D CT-#11603/JOSE GUADALUPE OCONAS
					$3,055 00	D CT-#13,616/GREGORY SCOTTNARRAMORE
142806-APCA		08/31/06	TLC TONERLAND LP	$517 48	$283 35	D A-#0019001910004/8/07/06 BILLING
					$234 13	D A-#0019001910003/-8/24-9/24/06 SERVICE
142807-APCA		08/31/06	TOP STOP	$75 36	$75 36	D A-JERRY SHIPMAN, HOT CK RESTITUTION
142808-APCA		08/31/06	TRIUMPH	$239 23	$239 23	R&B-#1515191/8/21/06 BILLING
142809-APCA		08/31/06	TWIN STATE TRUCKS INC	$29 58	$29 58	R&B-#19127/OIL SEAL
142810-APCA		08/31/06	UPS	$33 70	$33 70	911-MAIL GPS UNIT
142811-APCA		08/31/06	UPSHUR COUNTY	$2,255 00	$2,255 00	SUP-FISCAL SERVICE FEES FOR FY 2005-06
142812-APCA		08/31/06	UPSHUR COUNTY CSCD	$421 00	$421 00	JUV PROB-APRIL 21'06-08/15/06 UA'S
142813-APCA		08/31/06	UPSHUR COUNTY JUVENILE PROBA	$614 82	$64 67	JUV PROB-REIMB NON RESIDENTIAL
					$61 25	JUV PROB-REIMB OFFICE SUPPLIES
					$19 95	JUV PROB-REIMB FOR OFFICE SUPPLIES
					$468 95	JUV PROB-REIMB TRAVEL/TRAINING
142814-APCA		08/31/06	UPSHUR-RURAL ELECTRIC COOP	$222 44	$117 46	R&B-#1676-004/-7/09-8/07/06 SERVICE
					$6 44	R&B-#4956-001/SECURITY LIGHTS-7/24-8/21/06

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					$98 54	R&B-#4956-002/-7/15-8/13/06 SERVICE
142815-APCA		08/31/06	UTHC TYLER PHY	$29 52	$29 52	INDIG-NATHANIEL HOLLIS/8/02/06 MEDICAL
142816-APCA		08/31/06	VERIZON SOUTHWEST	$249 77	$249 77	JP#3-#8448254 010828/8/10/06 BILLING
142817-APCA		08/31/06	WAL-MART COMMUNITY	$285 00	$285 00	R&B-#6032202020130036 08/09/06 BILLING
142818-APCA		08/31/06	WALMART COMMUNITY	$5 11	$5 11	911-#6032202020111531 08/16/06
142819-APCA		08/31/06	WALMART COMMUNITY BRC	$221 83	$49 92	SUP#6032202000871575/CLEANING SUPPLIES 08/16/06 BILL
					$171 91	SUP-#6032202000871575 08/16/06
142820-APCA		08/31/06	WEST PAYMENT CENTER	$2,852 61	$1,061 50	LAW LIB-#1000809966/-7/01-30/06 SERVICE
					$752 00	D CT-#1000109099/-7/01-30/06 BILLING
					$814 11	LAW LIB-#1003266567/-7/01-31/06 CHARGES
					$75 00	LAW LIB-#1000809966/-7/01-31/06 CHARGES
					$150 00	D A-#1000261365/-7/01-31/06 CHARGES
142821-APCA		08/31/06	WEST SIDE FURNITURE	$499 95	$499 95	R&B-POLE SAW
142822-APCA		08/31/06	WINDSTREAM	$207 62	$198 39	TELE COMM-#010721812123/8/22/06 BILLING
					$4 72	TELE COMM-#010445713123/8/22/06 BILLING
					$3 87	TELE COMM-#010778716123/8/22/06 BILLING
					$0 64	TELE COMM-#010167349123/8/22/06 BILLING
142823-APCA		08/31/06	FIRST NATIONAL BANK GILMER	$1,000,000 00	$1,000,000 00	CD#37729 PURCHASED@4 92%(27days)TO MATURE 09/27/06
Total for APCA - Accounts Payable Clearing Account				$1,277,549 10		

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
142921-FEMA/VFD		09/05/06	BIG SANDY VFD	$3,885.33	$2,941.65	FEMA-1624 DR TEX(WILDFIRE)
					$943.68	FEMA-1624 DR TX DONATED RESOURCES
142922-FEMA/VFD		09/05/06	CLARKSVILLE-WARREN CITY VFD	$1,115.86	$917.26	FEMA-1624 DR TX(WILDFIRE)
					$198.60	FEMA-1624 DR TX DONATED RESOURCES
142923-FEMA/VFD		09/05/06	EAST MT VFD	$3,607.39	$2,728.50	FEMA-1624 DR TX(WILDFIRE)
					$878.89	FEMA-1624 DR TX DONATED RESOURCES
142924-FEMA/VFD		09/05/06	EWELL VFD	$392.41	$291.00	FEMA-1624 DR TX(WILDFIRE)
					$101.41	FEMA-1624 DR TX DONATED RESOURCES
142925-FEMA/VFD		09/05/06	GILMER FIRE DEPT	$4,340.89	$2,802.83	FEMA-1624 DR TX(WILDFIRE)
					$1,538.06	FEMA-1624 DR TX DONATED RESOURCES
142926-FEMA/VFD		09/05/06	GLADEWATER FIRE DEPT	$337.88	$337.88	FEMA-1624 DR TX(WILDFIRE)
142927-FEMA/VFD		09/05/06	GLENWOOD VFD	$966.03	$712.50	FEMA-1624 DR TX(WILDFIRE)
					$253.53	FEMA-1624 DR TX DONATED RESOURCES
142928-FEMA/VFD		09/05/06	HARMONY VFD	$8,724.22	$6,684.75	FEMA-1624 DR TX(WILDFIRE)
					$2,039.47	FEMA-1624 DR TX DONATED RESOURCES
142929-FEMA/VFD		09/05/06	OGBURN VFD	$400.00	$242.25	FEMA-1624 DR TX (WILDFIRE)
					$157.75	FEMA-1624 DR TX DONATED RESOURCES
142930-FEMA/VFD		09/05/06	ORE CITY VFD	$441.95	$318.00	FEMA-1624 DR TX(WILDFIRE)
					$123.95	FEMA-1624 DR TX DONATED RESOURCES
142931-FEMA/VFD		09/05/06	WEST MOUNTAIN VFD	$2,239.78	$1,828.50	FEMA-1624 DR TX(WILDFIRE)
					$411.28	FEMA-1624 DR TX DONATED RESOURCES
142932-FEMA/VFD		09/05/06	WHITE OAK VFD	$405.11	$337.50	FEMA-1624 DR TX(WILDFIRE)
					$67.61	FEMA-1624 DR TX DONATED RESOURCES
Total for FEMA/VFD: FEMA VFD				$26,856.85		

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1926-FNB 125	08/31/06	UPSHUR CO OPERATING ACCOUNT	$952.61	$952.61	08/31/06 CANCER; HEART/STROKE PREMIUMS FROM IRC
1927-FNB 125	08/31/06	UPSHUR COUNTY INSURANCE ACCO	$5,159.20	$5,159.20	08/31/06 DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			$6,111.81		

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1557-FNB INS		08/31/06	SUN LIFE FINANCIAL	$1,200 00	$1,200 00	#79589 SEPT'06 LIFE PREMIUMS
1558-FNB INS		08/31/06	VERITY NATIONAL GROUP	$116,469 95	$116,469 95	GROUP#908400 08/25/06 CLAIMS
1559-FNB INS		08/31/06	VERITY NATIONAL GROUP	$39,786 00	$39,786 00	GORUP#908400 SEPT'06 PREMIUMS
1560-FNB INS		08/31/06	FIRST NATIONAL BANK	$454,000 00	$454,000 00	CD#37728(INS)PURCHASED@4 94%(15days)TO MATURE 09/15/06
Total for FNB INS - INSURANCE				$611,455 95		
Grand Tota				$1,921,973 71		

166 records listed

FILED
[illegible] ROBERTSON
[illegible]
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[illegible] COUNTY, TX
BY _____ DEPUTY

County Judge, Dean Fowler

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#1, James Crittenden

Commissioner Pct#4, Gary Drennan

Commissioner Pct#2, Joe E. Ferguson

TREASURER'S MONTHLY REPORT

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

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	$6,060,176 54	$630,124 82	$561,021 45	$0 00	$359,617 35	$5,769,662 56	$3,965,261 83	$3,746,860 76	$45,590 67	$5,724,071 89	$5,769,662 56
Insurance Acct	$642,804 66	$36,229 43	$223,580 81	$0 00	$0 00	$455,453 28	$841,000 00	$654,000 00	$1,453 28	$454,000 00	$455,453 28
IRC125 Acct	$1,000 00	$12,303 31	$12,303 31	$0 00	$0 00	$1,000 00	$0 00	$0 00	$1,000 00	$0 00	$1,000 00
Ins Clearing	$1,408 61	$0 00	$0 00	$0 00	$0 00	$1,408 61	$0 00	$0 00	$1,408 61	$0 00	$1,408 61
Payroll Clearing	$1,000 00	$0 00	$359,617 35	$359,617 35	$0 00	$1,000 00	$0 00	$0 00	$1,000 00	$0 00	$1,000 00
Homeland Security	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00	$0 00
Fema/VFD	$0 00	$27,931 09	$0 00	$0 00	$0 00	$27,931 09	$0 00	$0 00	$27,931 09	$0 00	$27,931 09
Totals	$6,706,389 81	$706,588 65	$1,156,522 92	$359,617 35	$359,617 35	$6,256,455 54	$4,806,261 83	$4,400,860 76	$78,383 65	$6,178,071 89	$6,256,455 54

TOTAL INDEBTEDNESS

1997 Certificate of Obligations $ 1,850,000 00

The above information is found to be true and correct

County Judge, Dean Fowler

Commissioner, Pct #1, James Crittenden

Commissioner, Pct #2, Joe E Ferguson

Myra Harris, County Treasurer

Commissioner, Pct #3, Lloyd A Crabtree

Commissioner, Pct #4, Gary Drennan

Investment Register on back

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

10 SEP 15 PM 4:05
DEPUTY

Upshur County Investment Activity For August 2006

CD#	Account	Amount	Purchased	% Rate	Maturity Date	Days	Earned Interest
37239	Operating	$ 550,000 00	04/20/06	4.50%	08/15/06	117 Days	$ 1,763.01
37280	Operating	$ 700,000.00	05/12/06	4 48%	08/31/06	111 Days	$ 4,209 97
37287	Operating	$ 290,000.00	05/18/06	4.61%	09/15/06	120 Days	$ 1,135.45
37334	Operating	$ 400,000 00	06/15/06	4.64%	09/29/06	106 Days	$ 1,576 33
37349	Tobacco	$ 840,261.83	06/22/06	4 55%	08/24/06	63 Days	$ 6,598.93
37353	Operating	$ 375,000 00	06/23/06	4.52%	08/15/06	53 Days	$ 1,021 64
37378	Insurance	$ 110,000.00	06/30/06	4 58%	08/15/06	46 Days	$ 220.84
37493	Operating	$ 600,000.00	07/17/06	4.78%	10/16/06	91 Days	$ 2,435.84
37494	Insurance	$ 390,000.00	07/17/06	4.60%	08/31/06	45 Days	$ 2,211 78
37582	Permanent	$ 1,134,499.36	07/27/06	4.81%	10/16/06	81 Days	$ -
37584	Available	$ 252,711.77	07/27/06	4.81%	10/16/06	81 Days	$ -
37601	Operating	$ 800,000.00	07/31/06	4.68%	08/15/06	15 Days	$ 1,538 63
37602	Insurance	$ 141,000.00	07/31/06	4.68%	08/15/06	15 Days	$ 271 18
37676	Insurance	$ 200,000.00	08/15/06	4.92%	08/31/06	16 Days	$ 431.34
37677	Operating	$ 700,000.00	08/15/06	4 92%	08/31/06	16 Days	$ 1,509.70
37678	Operating	$ 1,000,000 00	08/15/06	4.85%	09/15/06	31 Days	$ -
37712	Tobacco	$ 846,860.76	08/24/06	4.78%	10/11/06	48 Days	$
37713	Operating	$ 200,000.00	08/24/06	4.92%	09/22/06	29 Days	$
37728	Insurance	$ 454,000.00	08/31/06	4.94%	09/15/06	15 Days	$ -
37729	Operating	$ 1,000,000.00	08/31/06	4.92%	09/27/06	27 Days	$ -
	TOTALS	$ 10,984,333 72					$ 16,305.33

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2006

PRODUCER
David Callarman Insurance
P O Box 30
Cisco, Texas 76437

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

INSURED
Bulfinch Custodial Service
1247 Smith Road
Gilmer, Texas 75645

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insruance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
		☐ _____				PERSONAL & ADV INJURY	$
		☐ _____				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PROJECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
		☐ _____				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP0001148569	08-28-06	08-28-07	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE EA EMPLOYEE	$ 100,000
						E L DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

Owner, Debra Bulfinch is included for coverage, no employees

SEP 15 PM 4:04

CERTIFICATE HOLDER

Upsher County
ATT JUDGE FOWLER
P O Box 790
Gilmer, Texas 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Lloyd A. Crabtree**, 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 5th day of September, 2006.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

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

Certificate No 06-57637M

2006 SEP 15 PM 4:04
CITY SECRETARY

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Lloyd A.Crabtree**, 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 5th day of September, 2006.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

06 SEP 15 PM 4:04
BY _____ DEPUTY

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 06-57636P

Texas A&M University

Office of Continuing Education
certifies that

SEP 15 PM 4:04
BY DEPUTY

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

Office of Continuing Education

March 6, 2006
Date

TEXAS A&M UNIVERSITY 1876

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.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

06 SEP 15 PM 4:04
CITY, TX
BY _____ DEPUTY

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.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

06 SEP 15 PM 4:04
DEPUTY BY

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

APPLICATION FOR FILLING ABANDONED WELL

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

Re· Abandoned well owned by: Mary Scott
1640 FM 852
Gilmer, TX 75644

On FM 852 Road

GENTLEMEN:

DUE TO HEALTH, AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN ABANDONED WELL BE FILLED IN AS SOON AS POSSIBLE.

Respectfully yours,

Mary Scott

PRECINCT 4
DATE. ____

APPROVED X REJECTED ____

County Judge, Dean Fowler

Commissioner, Prec. #1. James Crittenden

Commissioner, Prec. #2, Buddy Ferguson

Commissioner, Prec. #3, Lloyd Crabtree

Commissioner, Prec. #4. Gary Drennan

SEP 15 PM 4:01
TX
BY DEPUTY

Rig 33

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths): Approximately 9/10 mile on Almond Road; and 2/10 mile on White Oak Road

2.

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

3.

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

4.

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

5.

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

6.

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

PIONEER DRILLING CO

First Party Signature

Street or Box
3604 Mt. Pisgah Rd.

City, State and Zip Code
Kilgore, TX 75662

Telephone & Fax
902-984-4365 903-984-5793

9/14/06
Date Signed

County Judge - Dean Fowler

Commissioner, Prec. 1 - James Crittenden

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 - Lloyd A. Crabtree

Commissioner, Prec. 4 - Gary Drennan

9/15/06
Date Signed

PERMIT ISSUED ~~FOR A PERIOD NOT TO EXCEED~~ 90 DAYS

RECEIVED
2006 SEP 15 PM 4:01
UPSHUR COUNTY
BY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1

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

4/10 mile on Poplar

2.

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

3.

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

4.

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

5.

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

6.

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

16 SEP 15 PM 4:01

Shane Jordan
First Party Signature

1537 NE loop 59
Street or Box

Carthage TX 75633
City, State and Zip Code

(903) 693-2365
Telephone

Timber Tract

County Judge-Dean Fowler

James Crittenden
Commissioner, Prec. 1 – James Crittenden

Commissioner, Prec. 2 - Joe D. Ferguson

Commissioner, Prec. 3 – Lloyd Crabtree

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

09 SEP 15 PM 4:01

BY _____ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths): Approximately 2 miles on Nasturtium Road

2

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

3

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

4

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

5

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

6.

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

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SEP 15 PM 4:01

Connor Tract

DIXIE LOGGING

First Party Signature

Street or Box
P O Box 7195

City, State and Zip Code
Shreveport, LA 71137

Telephone & Fax
318-226-8549 318-221-4615

Sept 14, 2006
Date Signed

County Judge - Dean Fowler

Commissioner, Prec. 1 - James Crittenden

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 - Lloyd A. Crabtree

Commissioner, Prec. 4 - Gary Drennan

9/15/06
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 2 miles on Coffeeville Road.

2.

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

3.

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

4

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

5

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

6.

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

RECEIVED
SEP 15 PM 4:01
TX

PIONEER TRUCKING COMPANY

Terri Johnston
First Party Signature

Street or Box
3604 Mt. Pisgah Road

City, State and Zip Code
Kilgore, TX 75662

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

9/5/06
Date Signed

Dean Fowler
County Judge - Dean Fowler

James Crittenden
Commissioner, Prec. 1 - James Crittenden

Joe Ferguson
Commissioner, Prec. 2 - Joe E Ferguson

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

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

9/15/06
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR }

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 1 mile on Red Oak, 2 miles on Ironwood and 1 mile on Holly.

2

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

3.

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

4

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

5

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

6

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

FILED
06 SEP PM 4:01
UPSHUR CO. TX
BY
DEPUTY

CLARK TIMBER CO

First Party Signature

Street or Box
5273 Aspen Trail

City, State and Zip Code
Gilmer, TX 75644

Telephone & Fax
903-734-4955

Tommy Smith, Landowner

Date Signed

County Judge - Dean Fowler

Commissioner, Prec 1 - James Crittenden

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 - Lloyd A Crabtree

Commissioner, Prec. 4 - Gary Drennan

9/15/06
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 9-11-2006

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

EXPIRES _____

Formal notice is hereby given that ETEX TELEPHONE COOP. proposes to place a telephone line within the right-of-way of County Road Caribou rd. as follows

Starting approx. .3 tenths mile East on the South side of caribou rd. from the intersection of caribou rd. and Elk rd. then boring North to South under Caribou rd. approx, 50 feet, then plowing East approx. 100 feet.

06 SEP 15 PM 4:00

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.

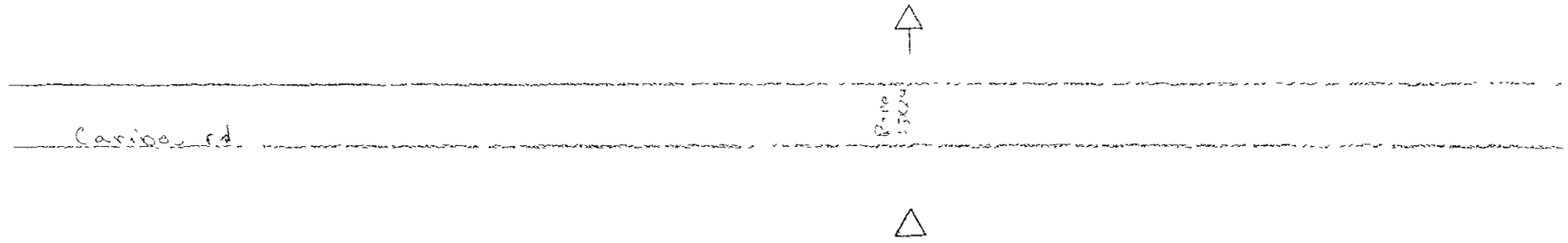
Construction of this line will begin on or after the 18 day of September, 2006

Firm ETEX TELEPHONE COOP.
By Charles Welch
Title Right of Way Solicitor
Address P O. Box 130
Gilmer, TX 75644

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

© 1999 DeLorme Street Atlas USA
JAGUAR RD
154
OLIVE RD
Kelsey Creek
NUTMEG RD
ARROWWOOD RD
JAGUAR RD
Beck Branch
GIRAFFE RD
Little Cypress Creek
GREYHOUND RD
F-M 852
JAGUAR RD
NUTMEG RD
GROUND HOG RD
Williams Branch
Williams Branch
MIMOSA
MIMOSA
Rosewood
FENLAW WELL RD
F-M 852
ELK RD
ELK RD
CARIBOU RD
Little Cypress Creek
FOX RD
Hall Branch
ARROWWOOD RD
Rock Branch
FOX RD
ERMINE RD
F-M 852
CARIBOU RD
Little Cypress Creek
ERMINE RD
Kelsey
BLACK GUM RD
F-M 1795
ALLIGATOR RD
F-M 1795
ARROWWOOD RD
Rock Branch
BUFFALO TRACE RD
F-M 852
F-M 556
SEAL RD

DATE REVISED			STAKED BY SA	ENGINEER	STAKING SHEET AND PLANT RECORD	ROUTE	PAGE NO
			DATE 9-11-06		BURIED PLANT	SHEET OF	
			COUNTY Upshur		ETEX TELEPHONE	MAP REF	
EASEMENT APPROVED BY			PLACED IN SERVICE	PROJECT	EXCHANGE	WORK ORDER	



	PED NO	BA	BD	BD	BD		BG	BG		BM	BM	BM	BFC	BFC	FIBER	BJF	UHZ					SUB NO.	SEB	SEK	PI	

GOC 1999

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE. 9-8-2006

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

EXPIRES _____

Formal notice is hereby given that ETEX TELEPHONE COOP proposes to place a telephone line within the right-of-way of County Road Sweet Pea Rd. as follows.

Starting at the intersection of Hwy. Fm. 1975 and Sweet Pea rd. , then plowing North on the East side of Sweet Pea rd. approx. .3 mile , then boring East to West under Sweet Pea rd. approx. 50 feet.

06 SEP 15 PM 4:01

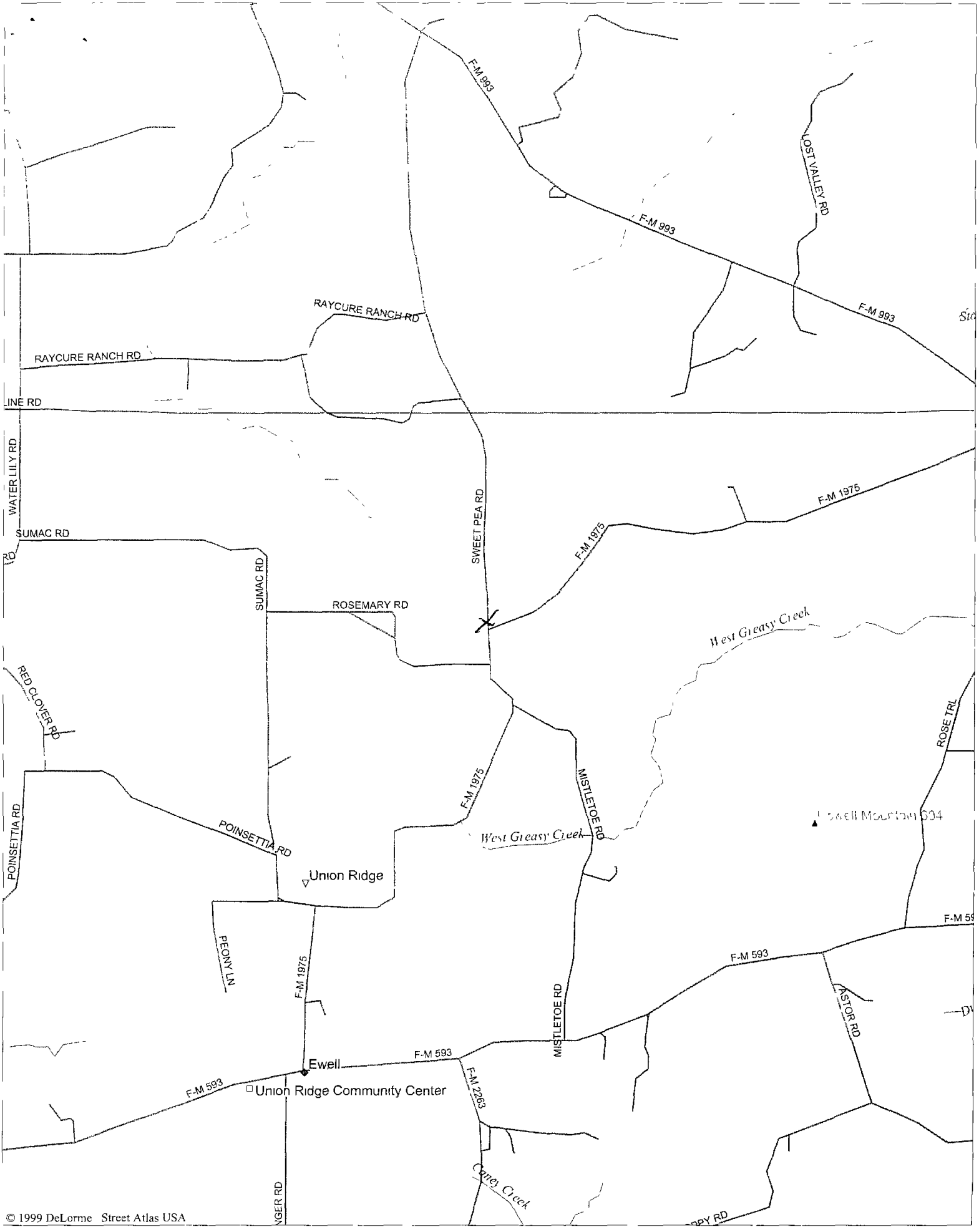
BY _____ DEPUTY

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.

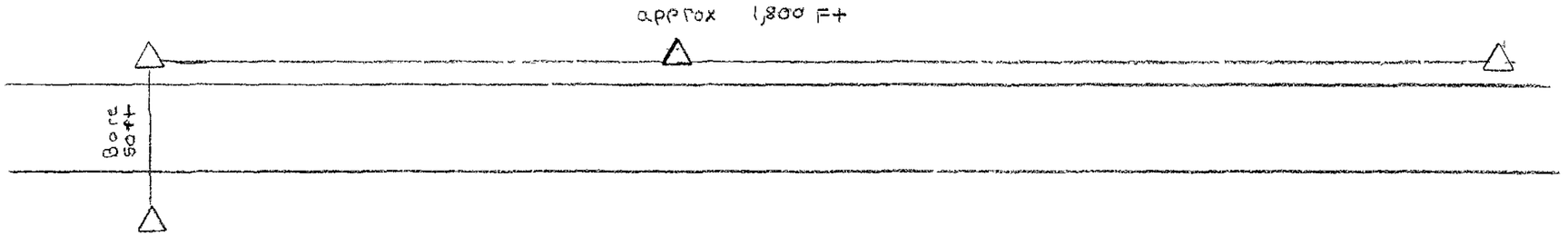
Construction of this line will begin on or after the 15 day of September, 2006

Firm ETEX TELEPHONE COOP.
By Charles Welch
Title Right of Way Solicitor
Address P O. Box 130
Gilmer, TX 75644

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


F-M 993
F-M 993
LOST VALLEY RD
F-M 993
RAYCURE RANCH RD
RAYCURE RANCH RD
WATER LILY RD
SUMAC RD
SUMAC RD
SWEET PEA RD
F-M 1975
F-M 1975
ROSEMARY RD
West Greasy Creek
RED CLOVER RD
ROSE TRL
POINSETTIA RD
POINSETTIA RD
F-M 1975
MISTLETOE RD
West Greasy Creek
Union Ridge
PEONY LN
F-M 1975
F-M 593
F-M 593
MISTLETOE RD
ASTOR RD
Ewell
F-M 593
F-M 2263
Union Ridge Community Center
Coney Creek
© 1999 DeLorme Street Atlas USA

DATE REVISED			STAKED BY SA	ENGINEER	STAKING SHEET AND PLANT RECORD	ROUTE	PAGE NO
			DATE 9-7-06		BURIED PLANT	SHEET OF	
			COUNTY UPSHUR		ETEX TELEPHONE	MAP REF	
EASEMENT APPROVED BY			PLACED IN SERVICE	PROJECT	EXCHANGE	WORK ORDER	



	PED NO	BA	BD	BD	BD		BG	BG		BM	BM	BM	BFC	BFC	FIBER	BJF	UHZ					SUB NO	SEB	SEK	P1	

GOC 1699

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 9-7-2006

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

EXPIRES _____

Formal notice is hereby given that ETEX TELEPHONE COOP. proposes to place a telephone line within the right-of-way of County Road King Fisher as follows

Starting approx. 1.1 miles West on the North side of King Fisher rd. from the intersection of King Fisher and Grouse rd. Then plowing West approx. 360 feet.

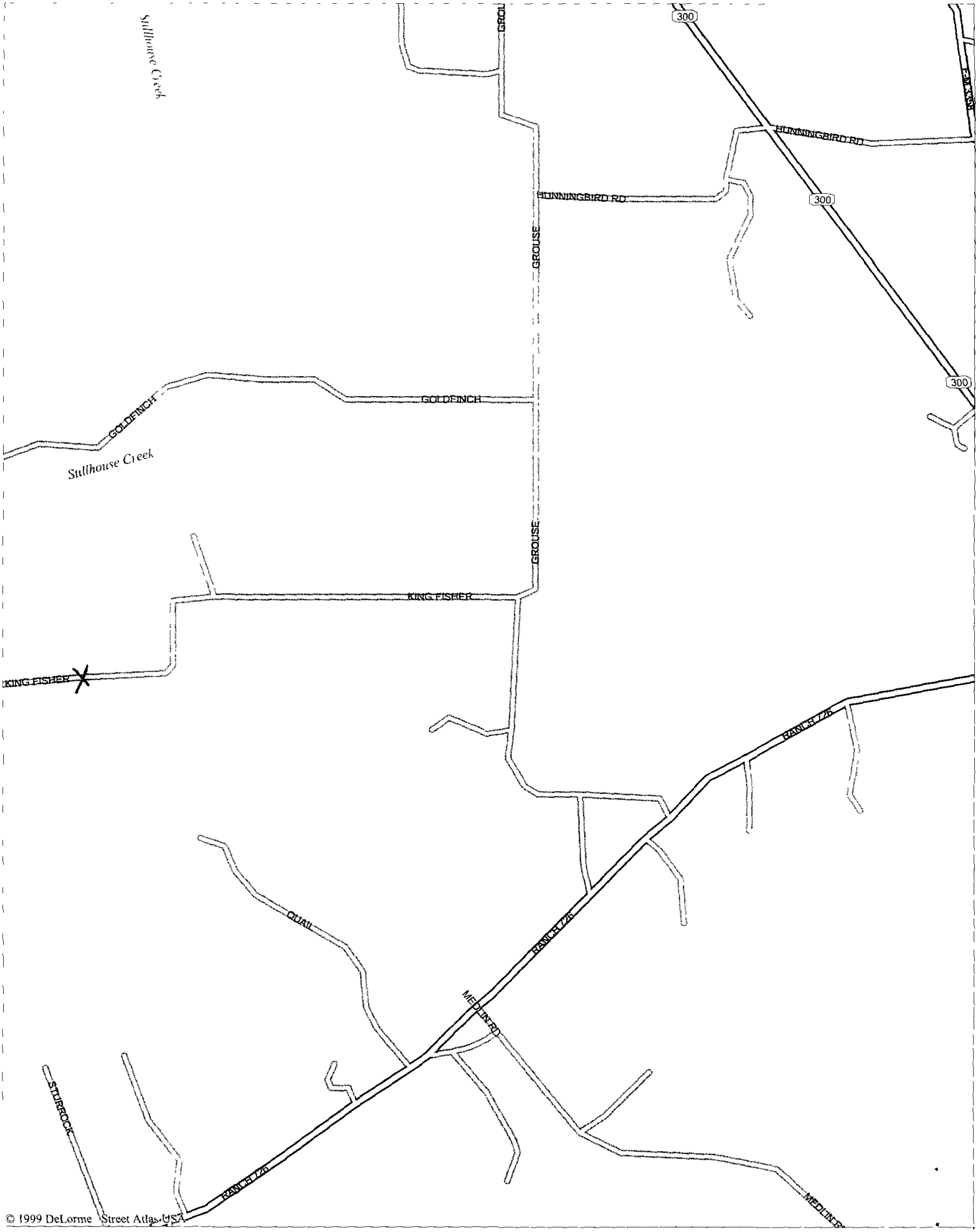
2006 SEP 15 PM 4:01
UPSHUR COUNTY, TEXAS
BY

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.

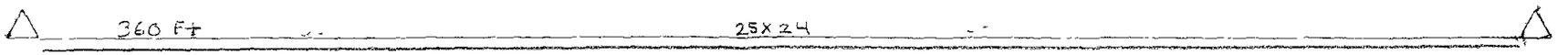
Construction of this line will begin on or after the 13 day of September, 2002

Firm ETEX TELEPHONE COOP.
By Charles Welch
Title Right of Way Solicitor
Address P O Box 130
Gilmer, TX 75644

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


Stillhouse Creek
GROUSE
300
HUNNINGBIRD RD
GOLDFINCH
Stillhouse Creek
KING FISHER
RANCH 726
QUAIL
MEDLIN RD
STURROCK
© 1999 DeLorme Street Atlas USA

DATE REVISED			STAKED BY SA	ENGINEER	STAKING SHEET AND PLANT RECORD	ROUTE	PAGE NO
			DATE 9-6-06		BURIED PLANT	SHEET OF	
			COUNTY Upshur		ETEX TELEPHONE	MAP REF	
EASEMENT APPROVED BY			PLACED IN SERVICE	PROJECT	EXCHANGE	WORK ORDER	



King Fisher rd

	PED. NO	BA	BD	BD	BD		BG	BG		BM	BM	BM	BFC	BFC	FIBER	BJF	UHZ					SUB NO	SEB	SEK	P1	

GOC 1699

INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

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

IN WITNESS THEREOF, this Agreement is executed effective the 12TH day of SEPTEMBER, 2006, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

COUNTY OF UPSHUR

Dean Fowler, County Judge

James Crittenden, Commissioner, Pct 1

Lloyd A Crabtree, Commissioner, Pct 3

ATTEST:

Robin Rodenberg, Upshur County Clerk

Joe Ferguson, Commissioner, Pct 2

Gary Drennan, Commissioner, Pct. 4

CITY OF BIG SANDY

Sammy Parsons, Mayor

Steven Crowell, City Secretary

Monica DeLoach, Councilman

Linda Liggett, Councilman

Wade Weese, Councilman

Collette Stec, Councilman

Jesse S. Allen, Councilman

SEP 15 PM 4:05
...TX
BY
...PUTY

HAVING MET ON SEPTEMBER 14, 2006 THE UPSHUR COUNTY GRIEVANCE COMMITTEE RECOMMENDS THE FOLLOWING RAISES:

TREASURER	$ 3750.00	ANNUALLY
COUNTY CLERK	3750.00	"
DISTRICT CLERK	3750.00	"
TAX ASSESSOR	3750 00	"
SHERIFF	$ 3750.00 IN	INVESTIGATOR BUDGET ANNUALLY
SHERIFF	$ 3750 00 IN	JAIL BUDGET ANNUALLY
JUSTICES OF PEACE	$ 3750 00	ANNUALLY
CONSTABLES	$ 2250 00	ANNUALLY

Donna Davis Nugent

Ronnie Lynn Jeffery

Rodney Paul Reed

Jerel M. White

Gilbert A. Kahlich

Ricky Sloss

Dell Vance

06 SEP 15 PM 4:05

BY _____ DEPUTY

ATTENDANCE SIGN-IN SHEET UPSHUR COUNTY COMMISSIONERS COURT
DATE: 9-15-26

Allen Weatherford	Linda Juel
Rex Youngblood	Myra Harris
[illegible] Tallent	Phillip Williams
Jay Stokes	Mike Smith
[illegible]	
[illegible]	
Sue Clifton-Moore	
Vicky Green	
Beverly Tallent	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
Judith Burleson	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	

RECEIVED
SEP 15 PM 4:05
BY
DEPUTY

06-06477

OFFICE *of the* ATTORNEY GENERAL

GREG ABBOTT

Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2007

Upshur County

ANNUAL MAINTENANCE
GRANT CONTRACT

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

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in the Texas Statewide Crime Victim Notification Service (SAVNS) for the jail and courts

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process are documented in that certain document dated January 13, 2006, entitled: *Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS)*. This document is hereinafter referred to as the 'Certification' and is expressly incorporated herein by reference The vendor certified to provide the services is Appriss, Inc , a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor')

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for COUNTY to be eligible for cost reimbursement by the OAG

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Contract. COUNTY will execute or amend, as appropriate, a Services Contract with the Certified Vendor to provide services consistent with the Certification document The COUNTY Services Contract will include terms and conditions that are intended to provide COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template Services Contract may be made available to COUNTY The OAG is not acting as an attorney for COUNTY, therefore COUNTY is advised to have attorneys of its choice to review and modify the template Services Contract to protect the interest of COUNTY and to assure that the services will be delivered according the Certification document

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan

2.3 Maintenance Plan. By October 30, 2006 COUNTY shall send a copy of the COUNTY Maintenance

Plan to the OAG that at a minimum is designed to

1 Make available offender information that is timely, accurate and relevant to support the victim notification services;

2 Verify the Certified Vendor's performance according to COUNTY Services Contract,

3 Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Contract; and

4 Identify and commit of staff resources and equipment necessary to maintain the services as further described herein

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents· (1) the Statewide Deliverables, and (2) COUNTY Deliverables The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis The Statewide Deliverables may be modified from time to time by the OAG upon the recommendation of the Statewide Stakeholders Committee. The Statewide Deliverables include

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

The Statewide Deliverables are incorporated herein by reference Upon request to the OAG, a copy of these deliverables will be made available

3.2 COUNTY Deliverables. COUNTY Deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables) COUNTY Deliverables include

C-02	County Implementation Plan
C-03	County Infrastructure

C-04 Application Interface
C-05 Customer Verification Plan
C-06 County Support Document
C-07 County Promotions Package
C-08 Production Notice
C-09 County Web Access

COUNTY will implement these deliverables through the COUNTY Services Contract. After these deliverables are completed and approved by COUNTY, these COUNTY Deliverable are incorporated herein by reference Upon request to the OAG, a copy of these deliverables will be made available

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11 Service Level Standards and the COUNTY Services Contract Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables COUNTY will inspect, monitor and verify the performances required of the Certified Vendor In addition to the requirements in the COUNTY Services Contract to inspect, monitor and verify the performances required of the Certified Vendor, COUNTY will

1 Execute a Service Agreement with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year

2 Each month, inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG Grant Contract

3 Register for, verify, record and file at least eight information and notification events each month. Each of the tested events must include verification of jail and court data that is on production in COUNTY. At least three of those events must be notifications

4. Verify that the County input data elements used by the Appriss system are entered accurately and in a timely manner. The standard to define whether the data is timely and accurate should be determined by the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor.

5 Establish the COUNTY VINE log for the purpose of recording all problems noted with the system, to whom the problem was referred, and when the problem was resolved

6. Provide periodic written reports (forms provided by the OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG

7. Identify an available twenty-four hour phone number for the Certified Vendor to access in order to review outage alarms that occur in COUNTY.

8 Allow on-site monitoring visits to be conducted by the OAG staff or its authorized representative

The COUNTY Judge may delegate the responsibility for assuring these activities are accurately reported to the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor

All correspondence, reports or notices shall be submitted to

Attn Grants/Contracts Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

3.4 XML Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor COUNTY authorizes the Certified Vendor to directly provide such data to the OAG The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance This data may be used for such other purposes allowed by law The data will be provided in such electronic format (including but not limited to an XML extract) as requested by the OAG

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the 'Scope of Work' As a condition of reimbursement, COUNTY agrees to faithfully, timely and in a good and workman like manner implement and maintain the services in compliance with the Scope of Work.

4. REIMBURSEMENT

4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, for reimbursement of all expenses, if any, as set forth in this Agreement, and all liability arising out of any act or omission shall not exceed **SEVENTEEN THOUSAND NINE HUNDRED and TWENTY-FIVE and NO/100 ($17,925) DOLLARS.** The Annual Maintenance Grant Contract Renewal Exhibit attached hereto and incorporated herein describes the period and type of services funded under this Annual Maintenance Grant Contract Exhibit The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement

The parties acknowledge, stipulate and agree that funding for this Agreement is subject to the actual receipt and availability of grant funds appropriated to the Office of the Attorney General and such funds are sufficient to satisfy all of the OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further understand, acknowledge, stipulate and agree that the grant funds, if any, received from the Office of the Attorney General are limited by the term of each state biennium and by specific appropriation authority to the Office of the Attorney General for the subject matter of this Agreement

4.2 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that: (1) reimbursement from grant funds is neither an entitlement nor a right, and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless COUNTY strictly complies with all terms, conditions, and provisions of this Agreement COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.

4.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitations in Section 4.1, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable UGMS cost principles are eligible for reimbursement under this contract COUNTY acknowledges that it is a sub-recipient of state pass-through funds from the Crime Victims Compensation Fund Therefore, the following cost principles, audit requirements, and administrative requirements shall apply

Cost Principles	Administrative Requirements	Audit Requirements
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Texas State Single Audit Circular

Copies of these documents referenced above will be provided to COUNTY by the OAG upon request and these documents are incorporated by reference as a part of this Agreement

Before incurring any out-of-state travel expenses, COUNTY must obtain prior written authorization for that travel from the OAG

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If COUNTY expends $500,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities

If COUNTY is expending less than $500,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, COUNTY shall comply with the applicable OMB Circulars with the following modifications All references to "Federal Grantor Agency (ies)" shall be expanded to read "Federal or State Grant Agency (ies) " All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance," "Federal Law" shall be expanded to read "Federal or State Law," and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable

In procuring any audit services required by this contract and/or by law, COUNTY shall comply with applicable procurement statutes, as well as any requirements found in UGMS regarding such procurement

COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

a thirty (30) days after the issuance of the audit report;
b within nine (9) months after the end of the audited fiscal year for those counties whose fiscal year begins on or after October 1

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and/or the OAG

4.4 Reimbursement; COUNTY Services Contract. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4 1, for the COUNTY Services Contract

4.5 Advance Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG may provide limited, advance funding to COUNTY, if COUNTY justifies in writing that advance funding is required for implementation

The OAG may provide advance funding to COUNTY in an amount equal to the annual maintenance cost no sooner than thirty (30) calendar days prior to the annual maintenance cost becoming due and payable under the COUNTY Services Contract

COUNTY must submit an invoice to the OAG specifically requesting an advance funding, the amount of the payment and the invoice must state the date annual maintenance cost is due and payable. COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before COUNTY needs to receive the funding.

The documentation necessary to support an advanced funding request includes (1) a fully executed *County Services Contract* with the certified vendor for the time period covered by the advanced funding request, (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request, (3) an OAG form titled *Verification of Continuing Production*, (4) an invoice from the certified vendor for the time period covered by the advance funding request, (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*; and (6) a written justification explaining the need for advance funding

5. Invoice for Reimbursable Cost

5.1 Form of Invoice. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis

Each invoice presented must include the OAG's contract number The invoice must identify COUNTY's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement is in regards to the Crime Victim Services Division, Victim Notification Services Grants The invoice must be dated after the execution date of the OAG/COUNTY Annual Maintenance Grant Contract

The invoices must be submitted to

Attn · Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548

Austin, Texas 78711-2548

5.2 Timing of Invoice. COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination, or (2) forty-five (45) calendar days after the end of a state fiscal biennium

5.3 Direct Deposit. COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing COUNTY with copies of reimbursement vouchers.

5.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from COUNTY COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement

The OAG will have the right to withhold all or part of any future payments to COUNTY to offset any reimbursement made to COUNTY for any ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of COUNTY

6. AGREEMENT TERM

6.1 Initial Term. This term of this Agreement shall commence on the final approval execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate August 31, 2007 The FY 2007 Annual Maintenance Grant Contract Renewal describes the period of services funded under this grant contract No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Renewal Term Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment

6.2 Renewal Term. Subject to the availability of future grant funds for this Agreement, this Agreement may be renewed for an additional period(s) to coincide with the term of future appropriations for the purposes of this Agreement. Such renewal shall be by a written amendment and executed with the same formalities as this Agreement

7. TERMINATION

7.1 Termination for Convenience; Refund. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, upon thirty (30) calendar days notice to other party In the event of a termination for convenience, the OAG shall not have any cost or liability to County for reimbursement after the effective date of the termination.

In the event COUNTY elects to terminate for convenience, COUNTY shall refund the amount of unearned grant funds, on a pro rata basis, to the OAG COUNTY agrees to pay such amount within ninety (90) calendar days of the effective date of the COUNTY notice of termination

7.2 Termination for Cause. In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG

may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement

7.3 Rights Upon Termination or Expiration. Upon termination of the Agreement, all work product, Deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

8. Intellectual Property. COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved to the OAG, or state government The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement

COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review All copies shall be provided to the OAG free of charge.

9. AUDIT RIGHTS; RECORDS RETENTION

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this Agreement COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement

9.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not

performed

9.4 Access. COUNTY shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by the OAG for the purposes of inspecting, auditing, or copying such items All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by the OAG COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement

9.5 Location. Any audit of documents listed in Section 9 4 shall be conducted at COUNTY's principal place of business and/or the location(s) of COUNTY's operations during COUNTY's normal business hours and at the OAG's expense COUNTY shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse the OAG for the amount of any overcharge, unallowable or excessive amount

9.7 Reports. COUNTY shall provide to the OAG periodic status reports in accordance with the OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible

10. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law

11. Publicity. COUNTY shall not use the OAG's name or refer to the other Party directly or indirectly in any media release or public announcement relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without consent from the OAG for each such use or release.

12. Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized personnel of the Parties for that express purpose All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. Any attempted amendment or modification of this Agreement that does not comply with this Section will be deemed void

13. Non-waiver. The failure of any party to insist upon strict performance of any of the terms or conditions

herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented

14. Partial Invalidity. If any term or provision of this Agreement, or of any document incorporated herein by reference, is found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

17. Entire Agreement This Agreement reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

18. Governing Law; Venue. This Agreement is made and entered into in the State of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements

Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

19. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity

Office of the Attorney General of Texas

By: _____
Don Clemmer, Deputy Attorney General for Criminal Justice

Date: AUG 23 2006

Upshur County, Texas

By: _____
Dean Fowler
County Judge

Date: June 30, 2006

2006 SEP 15 PM 4:03

DEPUTY

E VICTIMS
S DIVISION
0 5 2006

FY 2007 Annual Maintenance
Grant Contract Renewal Exhibit
Automated Victim Notification Service
Upshur County
September 1, 2006 to August 31, 2007
For: Jail and Courts

Size: Medium

Annual Maintenance Amount

The Office of the Attorney General will reimburse an annual maintenance amount for the Service Period above determined as follows

Standard Jail Amount	Standard Courts Amount	Total Annual	Number of Months	Total Due
$15,259	$ 2,666	$17,925	12	$17,925

Renewal Requirements

The maximum the OAG will reimburse or advance COUNTY under this agreement for the time period indicated will not exceed the amount in the *Total Due* column noted above

To be considered for advance funding, please review subsection 4 5 in the *Annual Maintenance Grant Contract* The documentation necessary to support an advanced funding request include (1) a fully executed *County Services Agreement* with the certified vendor for the time period covered by the advanced funding request, (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request, (3) an OAG form titled *Verification of Continuing Production*, (4) an invoice from the certified vendor for the time period covered by the advance funding request, (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*, and (6) a written justification explaining the need for advance funding

DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT