

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
FRIDAY, DECEMBER 14, 2001, 9:00 AM, REGULAR SESSION  
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

1. Approve the minutes of previous meetings. Attach bid specifications on Upshur County School land to Court minutes of 11-28-01.
2. Consider approval of any budget amendments and take action.
3. Consider approval of any payroll changes and take action.
4. Approve payroll.
5. Consider approval of accounts payable and take action.
6. Consider bids on property struck off for taxes and take action.
7. Accept financial statements.
8. Consider and take action on engagement letter from Patillo, Brown and Hill.
9. Accept for recording the agreement to contribute funds on ROW costs on Glade Creek.
10. A. Hear Sheriff Betterton on security for Justice of Peace, Extension and Veterans Offices.  
B. Consider approval for the Sheriff to pursue a grant for cameras for vehicles.  
C. Accept for recording the contract between the SO and Bubba Deberry. Take action on all the above as necessary.
11. Accept for recording a letter from First National Bank on depository contract.
12. Accept for recording the bank depository contract.
13. Hear Joel Bullock on Deputy Constable appointment and take action.
14. Accept for recording a letter of credit from Spade Ranch (Dub Waldrip) as security payment of first years lease on school lease from 6-1-02 to 5-31-03. Also, to send executed copy of lease to Mr. Waldrip.
15. Consider and take action on finding a place for absentee voting.
16. Consider and take action on a resolution authorizing signatories for the TCDP Contract #721017.

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 01 DEC 11 AM 9:04  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

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

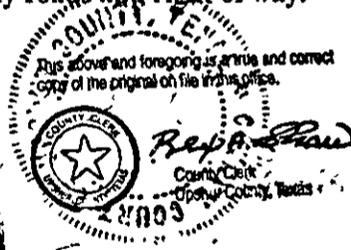


*Rex A. Shaw*  
 County Clerk  
 Upshur County, Texas

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17. Approve and accept for recording the holidays for 2002.
18. Consider and take action on asking Mr. John Galbreath from the Software Group to meet with Commissioner Orms to review and evaluate our present computer system.
19. Hear from Joan Small from the Gilmer Area Chamber of Commerce with a request for funding from the County to pay for the Vacation Guide Magazine. Take action if necessary.
20. Accept for recording the bond for David Jordan as Reserve Deputy Sheriff.
21. Accept for recording the departmental audits.
22. Accept for recording a letter from Brent Brevard concerning the elevator.
23. Accident reporting policy-
  1. Discuss and take action; effective as of this date, Department heads and all County employees who operate County owned or controlled vehicles or equipment of whatever type or class, will, when a vehicle is involved in an accident requiring repair cost by the County or the County insurance carrier, present an accident or incident report to the Auditors Office within 24 hours or the next working day if incident or accident happened on a holiday or weekend. Any accident involving a non-insured motorist must have a police report.
  2. Consider and take action on mandatory drug testing policy. When an individual is involved in an accident involving any county owned equipment that person shall submit to a drug test immediately unless some unforeseen medical or physical condition prohibits same.
23. Hear from Judge Grimes on Committee recommendation for Maintenance Supervisor and hire a Supervisor for beginning date of 1-1-02 and set salary.
24. Accept for recording the plan for implementation of Senate Bill #7 and the fee schedule as approved by County Judge Charles Still and District Judge Lauren Parish.
25. Hear a representative from A. R. Lay Company discuss implementation of his plan for installation of the elevator shaft-time, work schedule, etc.
26. Hear Gilmer Superintendent Larry Bennett concerning the lease on the school land.
27. Approve applications for use of Upshur County roads with right of way.

*Charles L. Still*  
Charles L. Still  
County Judge



UPSHUR COUNTY COMMISSIONERS COURT

12-14-2001

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE MINUTES OF PREVIOUS MEETING DATED 11-30-2001. MOTION CARRIED WITH COMMISSIONERS RUSSELL GREEN AND TOMMY STANLEY VOTING NO. INCLUDED IN THIS MOTION IS TO ATTACH BID SPECIFICATIONS ON UPSHUR COUNTY SCHOOL LAND TO COURT MINUTES DATED 11-30-2001.

2. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE ALL BUDGET AMENDMENTS WITH THE EXCEPTION OF A VEHICLE PURCHASE FOR PRECINCT #3. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO APPROVE THE FOLLOWING PAYROLL CHANGES:

DON GROSS-SHERIFF'S OFFICE-DUE TO TRANSFER  
DONALD WILLEFORD-SHERIFF'S OFFICE- DUE TO TRANSFER

MOTION CARRIED. PAYROLL CHANGES ATTACHED.

4. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO APPROVE PAYROLL . MOTION CARRIED. PAYROLL REGISTER ATTACHED.

5. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED ON 11-30-2001 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY LISTS PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

LETTER SIGNED BY COMMISSIONERS COURT GIVING AUTHORITY TO COUNTY TREASURER TO BORROW MONEY TO PURCHASE RECLAIMER FOR PRECINCTS #1 AND #3 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

6. MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO REJECT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$6,100.00. FOR PROPERTY DESCRIBED AS LOT A, COLBY SUBDIVISION,( ON LAKE GLADEWATER.) MOTION CARRIED. PREVIOUS OWNER OF PROPERTY WAS J. V. THOMPSON.

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MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$1,875.00 FOR PROPERTY DESCRIBED AS 2.44 ACRES ON NORTH SIDE OF 49. MOTION CARRIED. PREVIOUS OWNER WAS HILTON CUBA.

MOTION BY JOEY ORMS SECONDED BY RUSSELL GREEN TO ACCEPT BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$200.00 FOR PROPERTY DESCRIBED AS PHASE M-4 LOT 524 GLENWOOD ACRES SUBDIVISION. MOTION CARRIED. PREVIOUS OWNER WAS TEXAS OPERATING CO.

MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$2,000.00 FOR PROPERTY DESCRIBED AS LOT 10, PHASE 111, RAINTREE LAKES SUBDIVISION. MOTION CARRIED. PREVIOUS OWNER OF PROPERTY IS PENNY MONTGOMERY.

7. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING PURPOSES ONLY, FINANCIAL STATEMENTS FOR THE MONTH ENDED NOVEMBER 30, 2001. MOTION CARRIED. FINANCIAL STATEMENTS ON FILE IN OFFICE OF COUNTY CLERK.

8. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO RECORD ENGAGEMENT LETTER FROM PATILLO, BROWN AND HILL CONCERNING AUDIT FOR UPSHUR COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT. MOTION CARRIED. ENGAGEMENT LETTER ATTACHED.

9. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING THE AGREEMENT TO CONTRIBUTE FUNDS ON ROW COSTS ON GLADE CREEK. MOTION CARRIED. AGREEMENT ATTACHED.

10. CONTRACT FOR LEASE BETWEEN DEBERRY BUTANE & GAS COMPANY AND UPSHUR COUNTY PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

SHERIFF ANTHONY BETTERTON MET WITH COMMISSIONERS COURT TO DISCUSS THE COST ON A SECURITY SYSTEM FOR THE OFFICE OF JUSTICE OF THE PEACE PRECINCT #3. MOTION BY RUSSELL GREEN TO ACCEPT LOWEST BID AND TO PURCHASE SECURITY SYSTEM INSTEAD OF LEASING. MOTION DIED FOR A LACK OF A SECOND.

MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO TABLE ANY ACTION CONCERNING A SECURITY SYSTEM FOR THE OFFICE OF THE JUSTICE OF THE PEACE PRECINCT #3. COMMISSIONERS COURT REQUESTED SHERIFF ANTHONY BETTERTON TO LOOK INTO WARRANTY INFORMATION CONCERNING

BOTH SECURITY SYSTEMS AND TO REPORT BACK TO COMMISSIONERS' COURT AT A LATER DATE. MOTION CARRIED. QUOTES SUBMITTED BY SONITROL AND ADT SECURITY SERVICES ATTACHED.

MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO GIVE SHERIFF ANTHONY BETTERON THE AUTHORITY TO RE-EVALUATE THE SECURITY SYSTEM IN THE COURTHOUSE AND REPORT BACK TO COMMISSIONERS COURT AT A LATER DATE. MOTION CARRIED. LETTER FROM GUARDIAN SECURITY SERVICES.

11. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING A LETTER FROM FIRST NATIONAL BANK ON DEPOSITORY CONTRACT. MOTION CARRIED. LETTER FROM BANK ATTACHED.

12. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING, BANK DEPOSITORY CONTRACT, BETWEEN UPSHUR COUNTY AND FIRST NATIONAL BANK. MOTION CARRIED. CONTRACT ATTACHED.

13. NO ACTION TAKEN ON AGENDA ITEM CONCERNING JOEL BULLOCK ON DEPUTY CONSTABLE APPOINTMENT . PRECINCT #1 CONSTABLE, JOEL BULLOCK WAS NOT PRESENT.

14. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING A LETTER OF CREDIT FROM SPADE RANCH AS SECURITY PAYMENT OF FIRST YEARS LEASE ON SCHOOL LEASE FROM 6-1-2002 TO 5-31-2003. INCLUDED IN THIS MOTION IS TO SEND MR. WALDRIP A COPY OF THE LEASE.. MOTION CARRIED. WITH COMMISSIONER TOMMY STANLEY AND COMMISSIONER RUSSELL GREEN VOTING NO. IRREVOCABLE STANDBY LETTER OF CREDIT AND LEASE BETWEEN SPADE RANCHES AND UPSHUR COUNTY ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO RESCIND MOTION PREVIOUSLY MADE ON 11-30-2001 CONCERNING UPSHUR COUNTY SCHOOL LAND. MOTION DID NOT CARRY WITH COMMISSIONERS JOEY ORMS, COMMISSIONERS RICK JACKSON AND JUDGE STILL VOTING NO.

15. NO ACTION TAKEN ON AGENDA ITEM CONCERNING A PLACE FOR EARLY VOTING.

16. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ACCEPT RESOLUTION AUTHORIZING SIGNATORIES FOR THE TCDP CONTRACT #721017. MOTION CARRIED. RESOLUTIONS ATTACHED.

17. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO RECORD LIST OF HOLIDAYS FOR 2002. MOTION CARRIED. LIST OF HOLIDAYS ATTACHED.

18. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ASK MR. JOHN GALBREATH FROM THE SOFTWARE GROUP TO MEET WITH COMMISSIONER ORMS TO REVIEW AND EVALUATE OUR PRESENT COMPUTER SYSTEM. MOTION CARRIED.

19. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE REQUEST OF CHAMBER OF COMMERCE FOR FUNDING IN THE AMOUNT OF \$1,294.50 TO PAY FOR AN AD IN THE EAST TEXAS VACATION GUIDE MAGAZINE. MOTION CARRIED. REQUEST FROM CHAMBER OF COMMERCE ATTACHED.

20. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO RECORD BOND OF DAVID JORDAN AS RESERVE DEPUTY CONSTABLE. MOTION CARRIED BOND ON FILE IN OFFICIAL BOND BOOK VOLUME 7 PAGE 733.

21. MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING A LETTER FROM COUNTY AUDITOR CONCERNING DEPARTMENTAL AUDITS. MOTION CARRIED. LETTER SUBMITTED BY COUNTY AUDITOR ATTACHED.

22. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO RECORD A LETTER FROM BRENT BREVARD CONCERNING ELEVATOR. MOTION CARRIED. LETTER ATTACHED.

23. 1. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO MAKE EFFECTIVE THIS DATE, POLICY REQUIRING ALL DEPARTMENT HEADS AND ALL COUNTY EMPLOYEES WHO OPERATE COUNTY OWNED OR CONTROLLED VEHICLES OR EQUIPMENT OF WHATEVER TYPE OR CLASS, WILL, WHEN A VEHICLE IS INVOLVED IN AN ACCIDENT REQUIRING REPAIR COST BY THE COUNTY OR THE COUNTY INSURANCE CARRIER, PRESENT AN ACCIDENT OR INCIDENT REPORT TO THE AUDITORS OFFICE WITHIN 24 HOURS OR THE NEXT WORKING DAY IF INCIDENT OR ACCIDENT HAPPENED ON A HOLIDAY OR WEEKEND. ANY ACCIDENT INVOLVING A NON-INSURED MOTORIST MUST HAVE A POLICE REPORT. NO DOCUMENT SUBMITTED TO COUNTY CLERK.

2. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ADOPT MANDATORY DRUG TESTING POLICY. WHEN AN INDIVIDUAL IS INVOLVED IN AN ACCIDENT INVOLVING ANY COUNTY OWNED EQUIPMENT THAT PERSON SHALL SUBMIT TO A DRUG TEST IMMEDIATELY UNLESS SOME UNFORSEEN MEDICAL OR PHYSICAL CONDITION PROHIBIT SAME. MOTION CARRIED. NO DOCUMENT SUBMITTED TO COUNTY CLERK.

23. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPOINT CHARLES DANIELS AS THE MAINTENANCE SUPERVISOR BEGINNING 1-1-2002. MOTION CARRIED. APPLICATIONS SUBMITTED BY CHARLES DANIELS AND CHARLES (CHUCK) MEARS ATTACHED.

MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO APPROVE SETTING THE SALARY FOR CHARLES DANIELS THE SAME AS PRESENT MAINTENANCE SUPERVISOR MINUS LONGVITY. MOTION CARRIED. PAYROLL CHANGE REPORT FOR CHARLES DANIELS ATTACHED.

24. MOTION BY JOEY ORM SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING THE PLAN FOR IMPLEMENTATION OF SENATE BILL #7 AND THE FEE SCHEDULE AS APPROVED BY COUNTY JUDGE CHARLES STILL AND DISTRICT JUDGE LAUREN PARISH. MOTION CARRIED.

25. NO ACTION TAKEN ON AGENDA ITEM CONCERNING A.R. LAY COMPANY. THE REPRESENTATIVE FROM A.R. LAY WAS NOT PRESENT.

26. GILMER SCHOOL SUPERINTENDENT LARRY BENNETT AND REPRESENTATIVES FROM EVERY SCHOOL DISTRICT IN USPHUR COUNTY MET WITH COURT TO DISCUSS LEASE ON UPSHUR COUNTY SCHOOL LANDS. NO FORMAL ACTION TAKEN.

27. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO APPROVE ALL SUBMITTED PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENT APPLICATIONS AND APPLICATIONS FOR FILLING ABANDONED WELLS. MOTION CARRIED. THE FOLLOWING PERMITS WERE SUBMITTED.

PERMIT APPLICATION SUBMITTED BY PRITCHETT WATER TO PLACE A WATER LINE IN ROW OF GROUNDHOG.

PERMIT APPLICATION SUBMITTED BY PRITCHETT WATER TO PLACE A WATER LINE IN ROW OF HARE.

PERMIT APPLICATION SUBMITTED BY TIMOTHY AND ANGIE CRYER TO PLACE A CULVERT IN ROW OF WINDING WAY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DOUGLAS VAUGHN TO MOVE A HOUSE ON ELK.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BARRY HENSON TO HAUL LOGS ON SHEEP.

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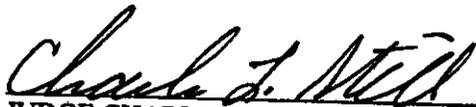
SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALVIN ALLBRIGHT TO HAUL LOGS ON OPOSSUM.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CHRIS-WES TO HAUL LOGS ON WILLET, GUINEA AND BOB-O-LINK.

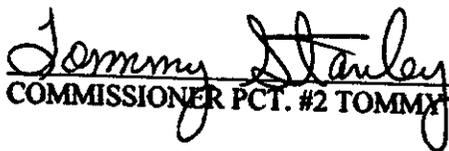
SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALEXANDER TIMBER COMPANY TO HAUL LOGS ON JAGUAR.

27. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO ADJOURN.  
MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

  
\_\_\_\_\_  
JUDGE CHARLES STILL

  
\_\_\_\_\_  
COMMISSIONER PCT.#1 JOE "JOEY" ORMS

  
\_\_\_\_\_  
COMMISSIONER PCT. #2 TOMMY STANLEY

  
\_\_\_\_\_  
COMMISSIONER PCT. #3 RICK JACKSON

  
\_\_\_\_\_  
COMMISSIONER PCT. #4 RUSSELL GREEN

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UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 14<sup>th</sup> day of  
December, 2001.

Charles B. Still  
Charles Still, County Judge

Joey Orms  
Joey Orms, Commissioner, Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

Russell Green  
Russell Green, Comm. Pct. 4

FILED  
REX A SHAW  
COUNTY CLERK  
01 DEC 1 AM 9:25  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

FY 2002 FROM	FY 2002 14-Dec-01	LINE ITEM TRANSFER BUDGET AMENDMENTS		TO	
17-613-5500	Road & Bridge #3 Vehicles	\$ 5,000.00	Sheriff 10-560-5500	Vehicles	\$ 5,000.00
10-409-4955	Non-Departmental Contingency	\$ 4,033.19	Justice of the Peace #3 10-453-4800	Building	\$ 4,033.19
16-612-9000	Road & Bridge Pct #2 Contingency	\$ 20,348.26	Road & Bridge Pct #2 16-612-3330	Sand and Gravel	\$ 16,348.26
			16-612-4700	Equipment Lease	\$ 4,000.00
17-613-5500	Road & Bridge Pct #3 Vehicles	\$ 5,250.00	Road & Bridge Pct #3 17-613-5600	Road Equipment	\$ 5,250.00
18-614-9000	Road & Bridge Pct #4 Contingency	\$ 12,100.00	Road & Bridge Pct #4 18-614-3330	Sand and Gravel	\$ 12,100.00

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UPSHUR CO AUDITOR

BUDGETARY ACCOUNTING SYSTEM  
 Account Activity of Account 10-453-4800 - Building Lease  
 From 10/01/2001 thru 12/14/2001

08:04:11 14 DEC 2001

The Software Group, Inc.

Page 1

Account Id : 10-453-4800 - Expenditure - DETAIL

Account Balance as of 12/31/2001: 9,172.11

Budget: 5,138.92 YTD Expenditures: 9,172.11 Budget Bal: -4,033.19

	..Total Debits	..Total Credits	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November	5,354.78	215.86	5,138.92	5,138.92
December	5,301.83	1,268.64	4,033.19	0.00

POSTED Encumbrance: 0.00 UNPOSTED Encumbrance: 0.00

	..Encumbrances	Unencumbrances	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November				0.00

Apply Dt	P	Trans Id....	Description.....	Debit.....	Credit.....	Encumbrance...	Unencumbrance..
11/08/01	Y	A/P-160650	JOE FIFE; JP#3-FORMICA	550.00	0.00	0.00	0.00
11/16/01	Y	A/P-160991	K & D WOODWORK; JP#3-JUDGE'S BENCH,COUNT	2,180.00	0.00	0.00	0.00
11/16/01	Y	A/P-160992	GILMER LUMBER COMPANY INC.; JP#3-YELLOW	22.56	0.00	0.00	0.00
11/16/01	Y	A/P-160993	GILMER LUMBER COMPANY INC.; JP#3-LUMBER,	215.86	0.00	0.00	0.00
11/16/01	Y	A/P-160993*1	Correction of Inv 160993 - Reversing Ent	0.00	215.86	0.00	0.00
11/16/01	Y	A/P-160994	GILMER LUMBER COMPANY INC.; JP#3-BRUSH	70.50	0.00	0.00	0.00
11/19/01	Y	A/P-160993*2	Correction of Inv 160993 - Correcting En	315.86	0.00	0.00	0.00
11/19/01	Y	A/P-161075	JOE FIFE; JP#3-OVERSEERING OF CONSTRUCTIO	2,000.00	0.00	0.00	0.00
12/03/01	Y	A/P-161572	GILMER LUMBER COMPANY INC.; JP#3-CUST#60	245.28	0.00	0.00	0.00
12/03/01	Y	A/P-161573	GILMER LUMBER COMPANY INC.; JP#3-CUST#60	54.24	0.00	0.00	0.00
12/03/01	Y	A/P-161574	GILMER LUMBER COMPANY INC.; JP#3-CUST#60	1,266.24	0.00	0.00	0.00
12/03/01	Y	A/P-161575	GILMER LUMBER COMPANY INC.; JP#3-CLST#60	889.76	0.00	0.00	0.00
12/03/01	Y	A/P-161576	GILMER LUMBER COMPANY INC.; JP#3-LOCKSET	119.70	0.00	0.00	0.00
12/03/01	Y	A/P-161577	GILMER LUMBER COMPANY INC.; JP#3-ENDLESS	1,222.26	0.00	0.00	0.00
12/03/01	Y	A/P-161578	GILMER LUMBER COMPANY INC.; JP#3-BUILDIN	333.80	0.00	0.00	0.00
12/03/01	Y	A/P-161579	GILMER LUMBER COMPANY INC.; JP#3-CARPET	17.90	0.00	0.00	0.00
12/03/01	Y	A/P-161580	GILMER LUMBER COMPANY INC.; JP#3-NATURES	1,152.65	0.00	0.00	0.00
12/03/01	Y	A/P-1705.CR	GILMER LUMBER COMPANY INC.; JP#3-RETURN	0.00	1,266.24	0.00	0.00
12/03/01	Y	A/P-1706.CR	GILMER LUMBER COMPANY INC.; JP#3-RETURNE	0.00	2.40	0.00	0.00
Total POSTED Activity				10,656.61	1,484.50	0.00	0.00
Total UNPOSTED Activity				0.00	0.00	0.00	0.00



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UPSHUR CO AUDITOR

BUDGETARY ACCOUNTING SYSTEM

08:05:21 14 DEC 2001

Account Activity of Account 16-612-4700 - R&B #2 - R&B #2 - Equipment Lease  
From 10/01/2001 thru 12/14/2001

The Software Group, Inc.

Page 2

Account Id : 16-612-4700 - Expenditure - DETAIL

Account Balance as of 12/31/2001: 16,784.50

Budget: 12,784.50 YTD Expenditures: 16,784.50 Budget Bal: -4,000.00

	..Total Debits	.Total Credits	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October	6,034.50		6,034.50	6,034.50
November	6,750.00		6,750.00	12,784.50
December	4,000.00		4,000.00	0.00

POSTED Encumbrance: 0.00 UNPOSTED Encumbrance: 0.00

	..Encumbrances	Unencumbrances	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November				0.00

Apply Dt	P	Trans Id....	Description.....	Debit.....	Credit.....	Encumbrance...	Unencumbrance..
10/24/01	Y	A/P-159957	HOWARD MCANEAR EQUIPMENT; PCT#2-BROOM/RE	1,800.00	0.00	0.00	0.00
10/24/01	Y	A/P-159958	NATIONSRENT; PCT#2-POWER BROOM RENTAL	194.50	0.00	0.00	0.00
10/24/01	Y	A/P-159971	WAUKESA-PEARCE INDUSTRIES INC.; PCT#2-AC	4,040.00	0.00	0.00	0.00
11/13/01	Y	A/P-160799	HOWARD MCANEAR EQUIPMENT; PCT#2-RECLAME	4,000.00	0.00	0.00	0.00
11/19/01	Y	A/P-161134	RONCO EQUIPMENT CO.; PCT#2-CUST#91950/EQ	950.00	0.00	0.00	0.00
11/27/01	Y	A/P-161276	HOWARD MCANEAR EQUIPMENT; PCT#2-BOOM REN	1,800.00	0.00	0.00	0.00
12/05/01	Y	A/P-161649	WAUKESA-PEARCE INDUSTRIES INC.; PCT#2-AC	4,000.00	0.00	0.00	0.00
Total POSTED Activity				16,784.50	0.00	0.00	0.00
Total UNPOSTED Activity				0.00	0.00	0.00	0.00

UPSHUR CO AUDITOR

BUDGETARY ACCOUNTING SYSTEM  
 Account Activity of Account 17-613-5600 - R&B #3 - R&B #3 - Road Equipment  
 From 10/01/2001 thru 12/14/2001

08:06:37 14 DEC 2001

The Software Group, Inc.

Account Id : 17-613-5600 - Expenditure - DETAIL

Account Balance as of 12/31/2001: 130,250.00

Budget: 125,000.00 YTD Expenditures: 130,250.00 Budget Bal: -5,250.00

	..Total Debits	.Total Credits	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November				0.00
December	130,250.00		130,250.00	0.00

POSTED Encumbrance: 0.00 UNPOSTED Encumbrance: 0.00

	..Encumbrances	Unencumbrances	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November				0.00

Apply Dt	P	Trans Id....	Description.....	Debit.....	Credit.....	Encumbrance...	Unencumbrance..
12/13/01	Y	A/P-161944	DARR EQUIPMENT COMPANY; PCT#1&3-CAT RECL	130,250.00	0.00	0.00	0.00
Total POSTED Activity				130,250.00	0.00	0.00	0.00
Total UNPOSTED Activity				0.00	0.00	0.00	0.00

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UPSHUR CO AUDITOR

BUDGETARY ACCOUNTING SYSTEM

08:06:57 14 DEC 2001

Account Activity of Account 18-614-3330 - ROAD & BRIDGE #4 - PCT. #4 - Sand & Gravel

The Software Group, Inc.

From 10/01/2001 thru 12/14/2001

Page 1

Account Id : 18-614-3330 - Expenditure - DETAIL

Account Balance as of 12/31/2001: 28,600.00

Budget: 16,500.00 YTD Expenditures: 28,600.00 Budget Bal: -12,100.00

	..Total Debits	.Total Credits	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October	4,400.00		4,400.00	4,400.00
November	12,100.00		12,100.00	16,500.00
December	12,100.00		12,100.00	0.00

POSTED Encumbrance: 0.00 UNPOSTED Encumbrance: 0.00

	..Encumbrances	Unencumbrances	....Net Change	Closing Balance
Balance Fwd				0.00
2001 October				0.00
November				0.00

Apply Dt	P	Trans Id....	Description.....	Debit.....	Credit.....	Encumbrance...	Unencumbrance..
10/26/01	Y	A/P-159999	STEGALL'S DIRT WORK; PCT#4-(20)20YD.LOAD	4,400.00	0.00	0.00	0.00
11/28/01	Y	A/P-161347	JACKIE DODD; PCT#2&4-4,400yds.GRAVEL(BAR	12,100.00	0.00	0.00	0.00
12/13/01	Y	A/P-161935	JACKIE DODD; PCT#2&4-4,400yds GRAVEL(PER	12,100.00	0.00	0.00	0.00
Total POSTED Activity				28,600.00	0.00	0.00	0.00
Total UNPOSTED Activity				0.00	0.00	0.00	0.00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12/16/01 Dept. 560/C Sheriff  
 Employee Don Aross  
 Social Security No. \_\_\_\_\_ Emp. ID# 1103

X	CHANGES(S)	FROM	TO
	Grade Step	13,5	16,7
	Rate	\$ 987.50	\$ 1125.00 \$/m
	Department		
	Position	Dispatcher	Dep I

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input checked="" type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

Comments Juvenile Officer Hand 58

Authorized by: [Signature] Date: 12-5-01  
 Approved by: \_\_\_\_\_

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12/16/01 Dept. 560 Co. Sheriff  
 Employee Ronald Willeyford  
 Social Security No \_\_\_\_\_ Emp ID# 1082

X	CHANGES(S)	FROM	TO
	Grade Step	<u>14.7</u>	<u>14.7</u>
	Rate	<u>\$10500 SM</u>	<u>\$10500 SM</u>
	Department		
	Position	<u>Judge</u>	<u>Dept I Cthe Security</u>

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input checked="" type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

DEPUTY SHERIFF  
 FILED  
 01 DEC 1 11 9:25 AM '01  
 COUNTY CLERK

Comments New position Courthouse  
Security Dept I paid out of  
fund 22

Authorized by Dale Dilling Date 12-12-01  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
6241-PCA	12/12/01	12/14/01	LAGRONE, PEGGY S	653 09		
6242-PCA	12/12/01	12/14/01	STILL, CHARLES L	1,747 64	N	
6243-PCA	12/12/01	12/14/01	CAIN, DERONDA KAYE	729 28	N	
6244-PCA	12/12/01	12/14/01	CHILDRESS, JANIS L	542 64		
6245-PCA	12/12/01	12/14/01	ESCANLAR, DORISIE L	520 12		
6246-PCA	12/12/01	12/14/01	MCBRIDE, JUDITH A	521 46		
6247-PCA	12/12/01	12/14/01	RODENBERG, ROBIN D	645 11	N	
6248-PCA	12/12/01	12/14/01	SHAW, REX AUDENE	1,049 99	N	
6249-PCA	12/12/01	12/14/01	LOYD, DANNY MICHAEL	752 88	N	
6250-PCA	12/12/01	12/14/01	KUHN, JERRY LYNN	900 57	N	
6251-PCA	12/12/01	12/14/01	STEELMAN, KARMEN CITA	702 33	N	
6252-PCA	12/12/01	12/14/01	BRIAN, ROBERT L	195 27		
6253-PCA	12/12/01	12/14/01	KELLAR, LEANDA M	504 87		
6254-PCA	12/12/01	12/14/01	LOFTIS, JO ANN	702 21	N	
6255-PCA	12/12/01	12/14/01	DRENNAN, DEANNA R	1,330 41		
6256-PCA	12/12/01	12/14/01	ENGLISH, LOUIE M	607 67		
6257-PCA	12/12/01	12/14/01	LIBERACKI, JAMES H	147 02		
6258-PCA	12/12/01	12/14/01	ROSS, TERRI LYNN	889 60	N	
6259-PCA	12/12/01	12/14/01	ASKEW, PATSY M	408 74	N	
6260-PCA	12/12/01	12/14/01	CHEVALIER, MELISSA K	639 85		
6261-PCA	12/12/01	12/14/01	HAMBERLIN, FRANKIE M	999 79	N	
6262-PCA	12/12/01	12/14/01	HENSON, TEENA	746 90		
6263-PCA	12/12/01	12/14/01	MARSHALL, LORING F	512 37		
6264-PCA	12/12/01	12/14/01	PATE, CASEY N	610 29	N	
6265-PCA	12/12/01	12/14/01	SMITH, SUSAN K	555 36		
6266-PCA	12/12/01	12/14/01	GRIMES, ARNOLD	700 09		
6267-PCA	12/12/01	12/14/01	MANES, AMNA WYONE	592 49		
6268-PCA	12/12/01	12/14/01	MONEY, LISA R	593 93		
6269-PCA	12/12/01	12/14/01	CRISLER, LORA L	557 01		
6270-PCA	12/12/01	12/14/01	EDGE, PAMELA S	546 70		
6271-PCA	12/12/01	12/14/01	LITTLETON, PERRY M	825 71		
6272-PCA	12/12/01	12/14/01	PERRY, CAROLYN JO	812 21	N	
6273-PCA	12/12/01	12/14/01	WELCH, MIRANDA L	626 59	N	
6274-PCA	12/12/01	12/14/01	RAY, WILLIAM VALTON	741 81	N	
6275-PCA	12/12/01	12/14/01	WHITESIDE, DONNA L	523 93	N	
6276-PCA	12/12/01	12/14/01	BRUNSON, MARY DELL	887 71	N	
6277-PCA	12/12/01	12/14/01	BULLOCK, CAROLYN SUE	892 47	N	
6278-PCA	12/12/01	12/14/01	FARMER, MARGARET A	539 11		
6279-PCA	12/12/01	12/14/01	JONES, EVELYN D	815 42	N	
6280-PCA	12/12/01	12/14/01	LINGLE, JOSEPH RICHARD JR	986 80	N	
6281-PCA	12/12/01	12/14/01	MOORE, BARBARA L	730 04	N	
6282-PCA	12/12/01	12/14/01	NORTON, ANGELA J	1,017 72		
6283-PCA	12/12/01	12/14/01	HUTCHINS, WANDA L	695 41	N	
6284-PCA	12/12/01	12/14/01	LONG, PAMELA GAY	1,116 29		
6285-PCA	12/12/01	12/14/01	EAST, KAREN A	530 90	N	
6286-PCA	12/12/01	12/14/01	EVANS, MINA LEE	232 67		
6287-PCA	12/12/01	12/14/01	HARRIS, MYRA	633 75	N	

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
6288-PCA	12/12/01	12/14/01	TUEL, LINDA LOUISE	348.02	N	
6289-PCA	12/12/01	12/14/01	CURTIS, BRIDGETT L	597.58		
6290-PCA	12/12/01	12/14/01	GENTRY, PAULA A.	568.08		
6291-PCA	12/12/01	12/14/01	GIBSON, CARLA R	514.26		
6292-PCA	12/12/01	12/14/01	HARRIS, JOANNA S	543.28		
6293-PCA	12/12/01	12/14/01	HILL, BARBARA A	616.28		
6294-PCA	12/12/01	12/14/01	HOWELL, LUANA GAIL	616.28		
6295-PCA	12/12/01	12/14/01	JENKINS, LATICIA ANN	468.94	N	
6296-PCA	12/12/01	12/14/01	LAMINACK, SHERRON H	748.24		
6297-PCA	12/12/01	12/14/01	LEONARD, FONDA K	637.56		
6298-PCA	12/12/01	12/14/01	MCKINLEY, CHARLOTTE ELAINE	596.69		
6299-PCA	12/12/01	12/14/01	SMITH, MICHEAL LOYD	1,073.97	N	
6300-PCA	12/12/01	12/14/01	SUSTAIRE, AMY W	602.58		
6301-PCA	12/12/01	12/14/01	OFFFIELD, STELLA GINA	709.56		
6302-PCA	12/12/01	12/14/01	SHELTON, MELANIE M.	356.90		
6303-PCA	12/12/01	12/14/01	COOK, JOHN RUBIN	746.31	N	
6304-PCA	12/12/01	12/14/01	DANIELS, CHARLES D	606.05	N	
6305-PCA	12/12/01	12/14/01	MEARS, CHARLES R	656.94	N	
6306-PCA	12/12/01	12/14/01	ROEDER, RAYMOND R	745.03	N	
6307-PCA	12/12/01	12/14/01	BULLOCK, JOEL K	514.49		
6308-PCA	12/12/01	12/14/01	ROGERS, WILLIAM A	603.80		
6309-PCA	12/12/01	12/14/01	CORLEY, ROLAN D	648.22		
6310-PCA	12/12/01	12/14/01	KUZA, HENRY MICHAEL II	630.09	N	
6311-PCA	12/12/01	12/14/01	BETTERTON, ANTHONY S	1,180.92	N	
6312-PCA	12/12/01	12/14/01	CROMLEY, ROBERT ALLEN	884.16	N	
6313-PCA	12/12/01	12/14/01	DAUSTER, PHILLIP MARK	809.63		
6314-PCA	12/12/01	12/14/01	DAVIS, SCOTT WAYDE II	802.21		
6315-PCA	12/12/01	12/14/01	DECUIR, JAMES A	909.96	N	
6316-PCA	12/12/01	12/14/01	DOWNES, GABRIEL R	847.18		
6317-PCA	12/12/01	12/14/01	FORTSON, LARRY WAYNE	848.71	N	
6318-PCA	12/12/01	12/14/01	HILL, PHILLIP M	853.22		
6319-PCA	12/12/01	12/14/01	MASSOLETTI, MARTY	861.50		
6320-PCA	12/12/01	12/14/01	MATTHEWS, GENEVA NELL	807.93		
6321-PCA	12/12/01	12/14/01	MOORE, JEFFERY SCOTT	819.81		
6322-PCA	12/12/01	12/14/01	MOORE, JERRY A.	851.45	N	
6323-PCA	12/12/01	12/14/01	MURPHY, NADRA H.	856.23	N	
6324-PCA	12/12/01	12/14/01	ROBERTS, GARY DALE	916.02		
6325-PCA	12/12/01	12/14/01	SALOIS, GEORGE CARL	893.35	N	
6326-PCA	12/12/01	12/14/01	SANDERS, BOBBY NEAL	946.35	N	
6327-PCA	12/12/01	12/14/01	STANLEY, TIMOTHY S	822.27		
6328-PCA	12/12/01	12/14/01	STEELMAN, PAUL A.	1,142.32		
6329-PCA	12/12/01	12/14/01	THOMPSON, NANCY K	640.65	N	
6330-PCA	12/12/01	12/14/01	TILLERY, HIRAM D	1,023.46		
6331-PCA	12/12/01	12/14/01	WARREN, ROXANNE	858.64		
6332-PCA	12/12/01	12/14/01	YOUNG, LELAND WAYNE	825.79	N	
6333-PCA	12/12/01	12/14/01	BARBER, BILLIE DARLENE	734.97	N	
6334-PCA	12/12/01	12/14/01	BEAN, ELIZABETH M	733.15	N	

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
6335-PCA	12/12/01	12/14/01	BEASLEY, JAMES LEON	890 18	N	
6336-PCA	12/12/01	12/14/01	BLEDSON, TRACI K	763 50		
6337-PCA	12/12/01	12/14/01	DANIELS, JOE NATHAN	625 52		
6338-PCA	12/12/01	12/14/01	DAVIDSON, JUSTIN SCOTT	739 20		
6339-PCA	12/12/01	12/14/01	GRISWOLD, JAMES E	835 30	N	
6340-PCA	12/12/01	12/14/01	GROSS, DON LARRY	745 38		
6341-PCA	12/12/01	12/14/01	HANCOCK, SHERREE L	772 44		
6342-PCA	12/12/01	12/14/01	HAWKINS, JEREMY K	754 31		
6343-PCA	12/12/01	12/14/01	HELLENSTILL, RAY B	684 81	N	
6344-PCA	12/12/01	12/14/01	HUGHES, KAREN S	530 24		
6345-PCA	12/12/01	12/14/01	JACKSON, BROOKS C	744 26		
6346-PCA	12/12/01	12/14/01	JEFFERY, KATHY J	737 21		
6347-PCA	12/12/01	12/14/01	JOHNSON, JOHNNY J	781 63		
6348-PCA	12/12/01	12/14/01	LEE, LARHONDA L	743 39		
6349-PCA	12/12/01	12/14/01	MARTIN, JOSHUA P	746 23		
6350-PCA	12/12/01	12/14/01	MASON, JERRE KAY	710 56		
6351-PCA	12/12/01	12/14/01	MCCAULEY, JILL A	760 08		
6352-PCA	12/12/01	12/14/01	MITCHELL, LAURA L	736 99		
6353-PCA	12/12/01	12/14/01	MONTS, DEBRA J	622 04		
6354-PCA	12/12/01	12/14/01	NIELL, SHERRY L	791 78	N	
6355-PCA	12/12/01	12/14/01	NOLLEY, KENNETH R JR	730 56		
6356-PCA	12/12/01	12/14/01	POTTER, LYLE M JR	772 44		
6357-PCA	12/12/01	12/14/01	PYLE, RUTHIE L	705 71		
6358-PCA	12/12/01	12/14/01	ROBINSON, DONNA G	929 56	N	
6359-PCA	12/12/01	12/14/01	SHANNON, STEPHANIE	739 75		
6360-PCA	12/12/01	12/14/01	TAYLOR, ANTHONY M	772 44		
6361-PCA	12/12/01	12/14/01	TEFFTELLER, ALLEN K	794 30		
6362-PCA	12/12/01	12/14/01	WADE, ALAN M	800 06		
6363-PCA	12/12/01	12/14/01	WALKER, DIANE	661 16	N	
6364-PCA	12/12/01	12/14/01	WILLEFORD, DONALD L	808 13		
6365-PCA	12/12/01	12/14/01	YOUNGBLOOD, JOHN MICHAEL	721 63		
6366-PCA	12/12/01	12/14/01	BERRY, DEBORAH DENISE	583 23	N	
6367-PCA	12/12/01	12/14/01	BRIAN, KRISTIE D	873 97		
6368-PCA	12/12/01	12/14/01	BROWN, CHRISTOPHER E	954 35		
6369-PCA	12/12/01	12/14/01	BURROUS, JAMES MICHAEL	969 85		
6370-PCA	12/12/01	12/14/01	GRANT, GLENDA ANN	714 58		
6371-PCA	12/12/01	12/14/01	HANCOCK, KATHRYN B	889 97		
6372-PCA	12/12/01	12/14/01	HUDGINS, ROYCE L III	1,395 81	N	
6373-PCA	12/12/01	12/14/01	JACKSON, SHANE M	1,262 20		
6374-PCA	12/12/01	12/14/01	KELLER, LINDA H	975 38		
6375-PCA	12/12/01	12/14/01	MCJIMSEY, BRUCE F	710 87		
6376-PCA	12/12/01	12/14/01	ODDEN, CHRISTI D	1,613 35		
6377-PCA	12/12/01	12/14/01	OTT, KIMBERLY R	970 44		
6378-PCA	12/12/01	12/14/01	RAY, JIMMY DARRELL	1,636 82		
6379-PCA	12/12/01	12/14/01	SMITH, TRACY B	785 89		
6380-PCA	12/12/01	12/14/01	SPIVEY, JOHN K	1,020 01		
6381-PCA	12/12/01	12/14/01	WARREN, SHERRY L	621 94		

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CHECK.	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
6382-PCA	12/12/01	12/14/01	ALLEN, RALPH WAYNE	836 42		
6383-PCA	12/12/01	12/14/01	DANIELS, BRIAN M	895 50		
6384-PCA	12/12/01	12/14/01	EDWARDS, SANDRA D.	766 52	N	
6385-PCA	12/12/01	12/14/01	HERNDON, LORIE A.	657 53		
6386-PCA	12/12/01	12/14/01	SMITH, MELINDA L.	664 10	N	
6387-PCA	12/12/01	12/14/01	WYLIE, MILTON J.	1,283 55	N	
6388-PCA	12/12/01	12/14/01	SMITH, NADRA CITA	622 61	N	
6389-PCA	12/12/01	12/14/01	BECK, EARNEST EARL	444 41	N	
6390-PCA	12/12/01	12/14/01	DERAMUS, HEWITT	579 33		
6391-PCA	12/12/01	12/14/01	HUNTER, THOMAS H.	431 25		
6392-PCA	12/12/01	12/14/01	JONES, ELLIS	433 28		
6393-PCA	12/12/01	12/14/01	MITCHELL, GARY	620 84		
6394-PCA	12/12/01	12/14/01	ORMS, JOE W	134 41		
6395-PCA	12/12/01	12/14/01	PIERCE, JAMES W.	578 00		
6396-PCA	12/12/01	12/14/01	SMITH, EDDIE J.	708 16	N	
6397-PCA	12/12/01	12/14/01	STOKER, JAMES LOUIS	921 34	N	
6398-PCA	12/12/01	12/14/01	BARNES, MICHAEL H	626 80		
6399-PCA	12/12/01	12/14/01	CROCKETT, HARRY JAMES	523 58	N	
6400-PCA	12/12/01	12/14/01	JEFFERY, DONALD RAY	585 90	N	
6401-PCA	12/12/01	12/14/01	JOHNSON, IVORY GENE	862 92	N	
6402-PCA	12/12/01	12/14/01	MCCAULEY, JAMES L	605 32	N	
6403-PCA	12/12/01	12/14/01	NELSON, WILLIAM B	660 23		
6404-PCA	12/12/01	12/14/01	PENDARVIS, ABBOTT LYNN	846 65	N	
6405-PCA	12/12/01	12/14/01	STANLEY, TOMMY LEE	1,166 40	N	
6406-PCA	12/12/01	12/14/01	YOUNG, JOEY A	438 86	N	
6407-PCA	12/12/01	12/14/01	BYERS, MICHAEL K	702 24		
6408-PCA	12/12/01	12/14/01	GLENN, BILLY E	613 46	N	
6409-PCA	12/12/01	12/14/01	GLENN, GEORGE R	556 38	N	
6410-PCA	12/12/01	12/14/01	GLENN, VERNITA ANN	639 16		
6411-PCA	12/12/01	12/14/01	HOOKS, TERRY R	659 71		
6412-PCA	12/12/01	12/14/01	JACKSON, RICK D	1,152 48		
6413-PCA	12/12/01	12/14/01	THOMPSON, DANNY R	668 17		
6414-PCA	12/12/01	12/14/01	TIMMONS, GERALD WAYNE	923 53	N	
6415-PCA	12/12/01	12/14/01	VALENTINE, MERLE WAYNE	611 78		
6416-PCA	12/12/01	12/14/01	ALBRIGHT, ANTHONY DONOVAN	137 41		
6417-PCA	12/12/01	12/14/01	ALBRIGHT, GAYLE DAVID	720 55		
6418-PCA	12/12/01	12/14/01	BLACKSTONE, WILLY PAT	705 30		
6419-PCA	12/12/01	12/14/01	BOLIN, SANFORD E	754 24		
6420-PCA	12/12/01	12/14/01	DAVIS, GARY W	722 27		
6421-PCA	12/12/01	12/14/01	DUKE, KENNETH R	753 84		
6422-PCA	12/12/01	12/14/01	FORT, TROY L	659 16		
6423-PCA	12/12/01	12/14/01	GREEN, RUSSELL N	1,158 11		
6424-PCA	12/12/01	12/14/01	RITTER, DON L	696 69		
6425-PCA	12/12/01	12/14/01	STEWART, HEATH DILLION	165 22		
6426-PCA	12/12/01	12/14/01	WALTON, LLOYD H.	660 59	N	
6427-PCA	12/12/01	12/14/01	JOHNSON, GERALD DON	870 64	N	
6428-PCA	12/12/01	12/14/01	DAVIDSON, TINA J	418 68		

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Washur County Treasurer  
THE SOFTWARE GROUP, INC

PAYROLL / PERSONNEL SYSTEM  
CHECK REGISTER FOR CURRENT PAYROLL

04 22 13pm 13 Dec 20  
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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
6429-PCA	12/12/01	12/14/01	GILES, PEGGY J	511 21		
6430-PCA	12/12/01	12/14/01	GRANDISON, AMANDA GENE	141 05		
6431-PCA	12/12/01	12/14/01	MORRISON, JOYCE FRANCES	944 86	N	
6432-PCA	12/12/01	12/14/01	SEMRAU, RUTH E	440 04		
6433-PCA	12/12/01	12/14/01	SMITH, EMMA JEAN	626 38	N	
6434-PCA	12/12/01	12/14/01	WILLIAMS, JANET C	700 14	N	
6435-PCA	12/12/01	12/14/01	WILLIAMS, MATTHEW J	126 12		
6436-PCA	12/12/01	12/14/01	ACKER, BRUCE E	274 40		
6437-PCA	12/12/01	12/14/01	CAMPBELL, MARY ROSE	490 92	N	
6438-PCA	12/12/01	12/14/01	TUCKER, KAREN S	299 90		

143,565 38

143,565 38

198 records listed

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UPSHUR COUNTY TREASURER  
THE SOFTWARE GROUP, INC

PAYROLL SYSTEM V504  
ESCROW CHECK PAYMENT REGISTER

16 47 49 12 DEC 2001  
PAGE 1

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
111835-APC	12/14/01	UPSHUR COUNTY INSURANCE ACCOUNT	4,703 85
111836-APC	12/14/01	NATIONWIDE RETIREMENT	748 79
111837-APC	12/14/01	FIRST NATIONAL BANK GILMER	30,446 64
111838-APC	12/14/01	FIRST NATIONAL BANK GILMER	19,689 33
111839-APC	12/14/01	HEALTHFIRST TPA	1,171 67
111840-APC	12/14/01	UPSHUR COUNTY IRC/125	293 20
111841-APC	12/14/01	UPSHUR COUNTY IRC/125	92 15
111842-APC	12/14/01	UPSHUR COUNTY IRC/125	179 84
111843-APC	12/14/01	UPSHUR COUNTY IRC/125	309 87
111844-APC	12/14/01	UPSHUR COUNTY IRC/125	340 23
111845-APC	12/14/01	UPSHUR COUNTY IRC/125	4,972 81
111846-APC	12/14/01	ATTORNEY GENERAL OF TEXAS	222 50
111847-APC	12/14/01	EAST TEXAS PROFESSIONAL	2,290 50
111848-APC	12/14/01	FIRST NATIONAL BANK	892 50
111849-APC	12/14/01	GILMER NATIONAL BANK	237 50
111850-APC	12/14/01	UPSHUR COUNTY INSURANCE ACCOUNT	414 84
111851-APC	12/14/01	RHONDA REED #0009546732	135 00
111852-APC	12/14/01	KARMEN STEELMAN	330 13
111853-APC	12/14/01	BECKY GARRETT	97 50
111854-APC	12/14/01	SHARON KEMP #0539655371	105 00
111855-APC	12/14/01	MICHAEL GROSS	149 00
111856-APC	12/14/01	MICHAEL GROSS	112 50
111857-APC	12/14/01	VALIC	262 50
Total for All Payments -			68,197 85

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*Charles Still*  
COUNTY JUDGE, CHARLES STILL

*Joe Orms*  
COMMISSIONER PCT#1, JOE ORMS

*Tommy Stanley*  
COMMISSIONER PCT#2, TOMMY STANLEY

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

*Russell Green*  
COMMISSIONER PCT#4, RUSSELL GREEN

FILED  
REX A. SHAW  
CLERK  
01 DEC 12 AM 9:25  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

Approved Disbursements  
 Checking Account(s) APCA FNB INS FNB 125  
 Disbursements Made from 11/30/01 thru 12/13/01

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111533-APCA	11/30/01	UPSHUR COUNTY INSURANCE ACCO	\$4,703 85	\$4,703 85	CSCD/JUV PROB; CLAIMS, EMP INS COSTS
111534-APCA	11/30/01	NATIONWIDE RETIREMENT	\$748 79	\$748 79	ENTITY#52039 PAYROLL DEDUCTIONS
111535-APCA	11/30/01	FIRST NATIONAL BANK GILMER	\$29,585 78	\$29,585 78	FICA; MEDICARE PAYROLL DEDUCTIONS
111536-APCA	11/30/01	FIRST NATIONAL BANK GILMER	\$18,770 04	\$18,770 04	WITHHOLDING PAYROLL DEDUCTIONS
111537-APCA	11/30/01	HEALTHFIRST TPA	\$1,171 67	\$1,171 67	125/HEALTHCARE REIMBURSEMENT
111538-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$293 20	\$293 20	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
111539-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$92 15	\$92 15	125/AFLAC PAYROLL DEDUCTION
111540-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$179 84	\$179 84	125/AMERICAN HERITAGE PAYROLL DEDUCTION
111541-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$309 87	\$309 87	125/TRANSPORT LIFE PAYROLL DEDUCTION
111542-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$340 23	\$340 23	125/CENTRAL UNITED PAYROLL DEDUCTION
111543-APCA	11/30/01	UPSHUR COUNTY IRC/125	\$5,088 85	\$5,088 85	125 DEPENDENT INS PREMIUMS/PAYROLL
111544-APCA	11/30/01	ATTORNEY GENERAL OF TEXAS	\$222 50	\$222 50	MULTIPLE PAYORS 10/31/2001
111545-APCA	11/30/01	EAST TEXAS PROFESSIONAL	\$2,290 50	\$2,290 50	ETPCU/PAYROLL SAVINGS PLAN
111546-APCA	11/30/01	FIRST NATIONAL BANK	\$892 50	\$892 50	FNB/PAYROLL SAVINGS PLAN
111547-APCA	11/30/01	GILMER NATIONAL BANK	\$237 50	\$237 50	GNB/PAYROLL SAVINGS PLAN
111548-APCA	11/30/01	UPSHUR COUNTY INSURANCE ACCO	\$247 43	\$247 43	DEPENDENT INS. PREMIUMS/PAYROLL
111549-APCA	11/30/01	RHONDA REED #0009546732	\$135 00	\$135 00	AG#0009546732, CAUSE#281-93 JOEY A YOUNG
111550-APCA	11/30/01	KARMEN STEELMAN	\$330 13	\$330 13	#718-99; 454-33-4972
111551-APCA	11/30/01	BECKY GARRETT	\$97 50	\$97 50	CAUSE#130-92
111552-APCA	11/30/01	SHARON KEMP #0539655371	\$105 00	\$105 00	EARNEST BECK, CAUSE#972125DR
111553-APCA	11/30/01	TEXAS COUNTY & DISTRICT RETI	\$66,449 80	\$66,449 80	UNIT#329 MONTHLY REPORT
111554-APCA	11/30/01	MICHAEL GROSE	\$149 00	\$149 00	CASE #00-20023
111555-APCA	11/30/01	VALIC	\$262 50	\$262 50	PAYROLL DEDUCTIONS
111556-APCA	11/30/01	30TH ANNUAL CO&DIST CLERKS'	\$170 00	\$85 00	D CLERK-REGISTRATION/TEENA HENSON, CHIEF DEPUTY CLERK
				\$85 00	D CLK-REGISTRATION/FRANKIE HAMBERLIN, D CLERK
111557-APCA	11/30/01	ABLES-LAND, INC	\$29 95	\$29 95	COMM CT-#12970/1 BX LEGAL COPY PAPER

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions.
111558-APCA	11/30/01	ACCU CHEM LABORATORIES	\$523 00	\$146 00 \$377 00	CCP-#U985/PROFILES CCP-#U985/PROFILES
111559-APCA	11/30/01	ACS	\$7,835 83	\$7,835 83	CO CLK-#171816/ARCH RPINTS; INDEXING SYS 6000 IMAGING
111560-APCA	11/30/01	ACTION SAFE & LOCK	\$305 00	\$15 00 \$290 00	CO BLDGS-10 KEYS J CTR-LOCK; KEYS, LABOR; SERV CALL
111561-APCA	11/30/01	AFLAC	\$275 80	\$275 80	ACCT#95217 NOV '01 PAYROLL DEDUCTIONS
111562-APCA	11/30/01	ALLEN TEFFTLELLER	\$8 42	\$8 42	CO S-REIMBURSE/MEAL
111563-APCA	11/30/01	ALLTEL	\$615 49	\$2 27 \$608 19 \$1 69 \$0 43 \$2 91	PCT#3-ACCT#010167344/NOV 21/01 BILLING TELE COMM-ACCT#010089280/NOV 21/01 BILLING PCT#2-#010161252/#762-6266 11/9/01 PCT#1-#010160817, #734-3609 NOV 21 '01 CO S-010130804/#843-3204 11/21/01
111564-APCA	11/30/01	ALLTEL	\$558 93	\$10 45 \$22 18 \$96 41 \$101 38 \$259 02 \$22 80 \$35 96 \$0 78 \$9 95	JP#4-ACCT#GM2652L/NOV 09/01 BILLING PCT#124-#GM2692N/NOV 9 '01 PCT#1-#GM05987/NOV 9 '01 PCT#4ACCT#GM263HT/NOV 09/01 BILLING SUP&CCP-#GM00318/NOV 9 '01 CO S-#GM2655F/NOV 9 '01 JUV PROB-#GM00626/NOV 9 '01 PCT#4-ACCT#010167349/NOV 21/01 BILLING SUP-#LT29557/PAGER(K B )
111565-APCA	11/30/01	AMERICAN HERITAGE LIFE INSUR	\$360 18	\$360 18	CASE#47939 NOV '01 PAYROLL DEDUCTIONS
111566-APCA	11/30/01	AMERICAN SPECIALTY & SUPPLY	\$495 84	\$235 65 \$260 19	PCT 3-PARTS WASHING SOLUTION PCT 4-PARTS WASHER
111567-APCA	11/30/01	ANGELA NORTON	\$27 05	\$27 05	D A-REIMBURSE/63 4#1@ 315#(WINNSBORO)
111568-APCA	11/30/01	ARCH WIRELESS	\$15 74	\$15 74	CONST#1-ACCT#24157794/OCT 20/01 BILLING
111569-APCA	11/30/01	ARMOR RESEARCH CO	\$137 00	\$137 00	PCT 1-604A CITRA GRIT
111570-APCA	11/30/01	ARNOLD GRIMES	\$310 00	\$310 00	DEC '01 JP#1 BLDG LEASE
111571-APCA	11/30/01	ASHLAND LODGE	\$25 00	\$25 00	ELECTION-RENT 11/06/01 AMENDMENT ELECTION
111572-APCA	11/30/01	B & M AUTOMOTIVE	\$33 00	\$33 00	CONST#1-INSTALL HEADLIGHT COVERS
111573-APCA	11/30/01	BAKER & TAYLOR INC	\$337 67	\$337 67	CO LIB-BOOKS (28)
111574-APCA	11/30/01	BARBARA J ROBERSON	\$668 80	\$668 80	D CT-COURT REPORTING-10/29-11/02/01
111575-APCA	11/30/01	BAXTER SALES CO INC	\$381 80	\$381 80	CO JAIL-CUST#608041/DETERGENT

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UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

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 Disbursements Made from 11/30/01 thru 12/13/01

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111576-APCA	11/30/01	BEARING SERVICE&SUPPLYINC	\$18 12	\$18 12	PCT#1-CUST#573018/GLUE, TOOL
111577-APCA	11/30/01	BOB BARKER CO INC	\$60 10	\$60 10	CO JAIL-DSIP RAZOR BALDES, SHAVE CREAM
111578-APCA	11/30/01	BRODART CO	\$279 58	\$279 58	CO LIB-#4233982, 23 BOOKS
111579-APCA	11/30/01	BRUCE McJIMSEY	\$35 00	\$35 00	CCP-REIMBURSE/SASSI TRAINING FEE
111580-APCA	11/30/01	CARD SERVICE CENTER	\$1,751 74	\$1,751 74	CO S&JAIL-#4229743460002068/NOV 1'01
111581-APCA	11/30/01	CARD SERVICE CENTER	\$128 10	\$128 10	SUP-#4388153460017594/NOV 1'01
111582-APCA	11/30/01	CAROLYN PERRY	\$133 16	\$133 16	JP#3-REIMBURSE/389.5mi@ 315ea; KEYS, WATER BILL
111583-APCA	11/30/01	CARTON INT'L MFG CORP	\$12,995 00	\$12,995 00	PCT#4-HDPH-1 PORTA-MOLE POWER UNIT S#1784748
111584-APCA	11/30/01	CAVENDER'S BOOT CITY	\$352 89	\$298 91 \$53 98	CONST#2-UNIFORMS CO S-WRANGLERS
111585-APCA	11/30/01	CENTRAL UNITED LIFE INSURANC	\$824 15	\$824 15	GROUP#4269 NOV'01 PAYROLL DEDUCTIONS
111586-APCA	11/30/01	CHARLES L STILL	\$666 31	\$666 31	COMM CT-REIMBURSE MILEAGE, MEALS, LODGING-11/12-16/01
111587-APCA	11/30/01	CHARLES MOORE	\$885 69	\$885 69	PCT#1-REPAIR PUMP, FILTERS, ANTIFREEZE
111588-APCA	11/30/01	CHEROKEE COUNTY	\$300 00	\$300 00	CO CT-MI#27,058/ JEFFERY PRITCHETT (COMMIT TO RISK)
111589-APCA	11/30/01	CHRISTI OGDEN	\$229 00	\$229 00	SUP-REIMBURSE726mi@ 315ea 8/01
111590-APCA	11/30/01	CITIZENS NATIONAL BANK	\$9 29	\$9 29	SUP-ACCT#3003892/CHECK ORDER
111591-APCA	11/30/01	CITY OF GILMER	\$1,753 30	\$19 00 \$1,404.91 \$331 39	CO BLDGS-ACCT#010076050/SERV-10/04-11/05/01 J. CTR-ACCT#010067500/SERV-10/04-11/05/01 CO BLDGS-ACCT#130274000/SERV-10/05-11/08/01
111592-APCA	11/30/01	CLAITOR'S LAW BOOKS	\$41 71	\$41 71	CO LIB-#005307083/ODV MANUEL
111593-APCA	11/30/01	COMPLETE BUSINESSES SYSTEMS	\$268 61	\$268 61	ACCT#1-1078627-001 11/05/01-12/05/01
111594-APCA	11/30/01	CONSECO HEALTH INSURANCE CO	\$711 30	\$711 30	GROUP#46512 11 01 PAYROLL DEDUCTIONS
111595-APCA	11/30/01	CONSECO SENIOR HEALTH INCURA	\$185 55	\$185 55	GROUP#K44 NOV'01 PAYROLL DEDUCTIONS
111596-APCA	11/30/01	COUNCIL FOR LAW EDUCATION	\$114 45	\$114 45	D A-ELEMENTS OF CRIME MANUAL, ARREST&SEARCH
111597-APCA	11/30/01	COX INTERNET SERVICES	\$19 95	\$19 95	TELE. COMM-#0018608100341202/NOV 23'01
111598-APCA	11/30/01	CPU WHOLESALE COMPUTER	\$49 00	\$49 00	JP#1-AEYBOARD, PRINTER CABLE

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111599-APCA	11/30/01	D READ & ASSOC , INC	\$400 00	\$400 00	CO LIB-TIF GRANT MANAGEMENT 11/05/01
111600-APCA	11/30/01	DALLAS COUNTY TREASURER	\$2,415 00	\$1,050 00 \$1,365 00	NON DEPT-AUTOPSY/CAROL MARIE SHELTON D A-EVIDENCE PROCESSING/BRANDY GETER
111601-APCA	11/30/01	DARR EQUIPMENT COMPANY	\$99 93	\$99 93	PCT 4-FUEL FILTERS; OIL FILTERS
111602-APCA	11/30/01	DATAFLEX	\$1,390 83	\$151 15 \$1,239 68	ELEC-CONFIRMATION CARDS FOR ADDRESSES; FREIGHT CO TAX-MICROFICHE MASTERS; TAX ROLL BACK BOOKS; BINDERS
111603-APCA	11/30/01	DAVID B BROOKS	\$100 00	\$100 00	D A-NOV'01 LEGAL CONSULTATION SERVICE
111604-APCA	11/30/01	DAVID W BULLER M D	\$1,000 00	\$1,000 00	NOV'01 CONTRACTED MEDICAL SERVICES
111605-APCA	11/30/01	DENTRUST DENTAL	\$1,040 00	\$1,040 00	CO JAIL-SERV-9/01-9/30/01
111606-APCA	11/30/01	DIANA JR'S	\$65 06	\$65 06	D A-JESSE DOUGLAS/HOT CK RESTITUTION
111607-APCA	11/30/01	DIGITAL MATRIX SYSTEMS, INC	\$50 00	\$50 00	SUP-#614036/OCT'01 FEE
111608-APCA	11/30/01	EAST TEXAS MEDICAL	\$1,290 65	\$434 47 \$627 69 \$89 67 \$104 31 \$80 52 \$35 99 \$282 00cr	CO JAIL-TESTS-09/04-09/26/01 CO JAIL-DONALD L CHELLETTE/MEDICAL CO JAIL-DONALD L CHELLETTE/MEDICAL CO JAIL-SCOTT DILLARD/MEDICAL CO JAIL-SCOTT DILLARD/MEDICAL CO JAIL-JOHN HOSAK/MEDICAL CO JAIL-LAB SERVICES/TAN TRAN
111609-APCA	11/30/01	EAST TEXAS RADIOLOGY CONSULT	\$1,057 00	\$337 00 \$720 00	CO JAIL-ACCT#110188/SERV -7/09-9/11/01 CO JAIL-ALCT#110198/SEPT 12/01 BILLING
111610-APCA	11/30/01	EBSCO SUBSCRIPTION SERVICE	\$831 79	\$831 79	CO LIB-NDA-S-86860-00 SUBSCRIPTIONS
111611-APCA	11/30/01	ECONOMY AUTO SUPPLY INC	\$325 00	\$35 44 \$189 68 \$24 03 \$8 90 \$66 95	PCT 1-STARTING FLUID, FUEL FILTER, ELECTRICAL TAPE; DIESEL ANTIJEL; SCRAPER PCT 1-AIR FILTERS (7) PCT#1-U JOINT PCT 1-FILTERS (2); FLASHER; FUSES PCT#1-AIR FILTERS
111612-APCA	11/30/01	EMMA SMITH	\$5 40	\$5 40	CO LIB-REIMBURSE MEALS/NFLS WORKSHOP
111613-APCA	11/30/01	ERQON ASPHALT & EMULSION	\$18,344 89	\$5,922 77 \$6,229 08 \$6,193 04	PCT#2-ROAD OIL PCT#2-ROAD OIL PCT#2-ROAD OIL
111614-APCA	11/30/01	ETMC PHYSICIANS CLINIC	\$232 00	\$232 00	CO JAIL-ACCT#35717/SERV -9/27-10/05/01
111615-APCA	11/30/01	EVELYN JONES	\$351 10	\$351 10	D A-REIMBURSE LODGING; MEALS, RENT A CAR

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Approved Disbursements  
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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111616-APCA	11/30/01	EXPRESS LUBE DBA	\$128 25	\$32 45 \$19 95 \$19 95 \$27 95 \$27 95	CO S-OIL, FILTER, LABOR, INSPECTION CO S-OIL, FILTER, LABOR CONST#4-OIL, FILTER, LABOR CO S-OIL, FILTER, LABOR CO S-UNIT#10/OIL, FILTER, LABOR, WIPER BLADES
111617-APCA	11/30/01	EXXONMOBIL FLEET/GECC	\$22 20	\$22 20	CO S-#3699357289/NOV 15'01
111618-APCA	11/30/01	FIRST NATIONAL BANK GILMER	\$21,043 90	\$21,043 90	PCT#4-LOAN#128550140/FINAL PAYMENT
111619-APCA	11/30/01	FUTURE EQUIPMENT CO INC	\$652 32	\$652 32	PCT#4-CUST#9UCP004/ADAPTER, SPACER, FREIGHT
111620-APCA	11/30/01	GARY ROBERTS	\$28 47	\$15 47 \$13 00	CO S-REIMBURSE/MEALS@SCHOOL CO S-REIMBURSE/GAS TICKET
111621-APCA	11/30/01	GEORGE P BANE INC	\$273 85	\$36 74 \$178 85 \$58 26	PCT#3-CHAIN PCT#3-ACCT#91937/WEDGE, SEALS, LABOR PCT#4-HOSE, FITTINGS, ADAPTER, FERRULE
111622-APCA	11/30/01	GEORGE'S PAWN & GUN SHOP	\$100 00	\$100 00	CONST#1-RECHARGEABLE MAG LIGHT
111623-APCA	11/30/01	GILMER CABLE TV CO INC	\$422 80	\$421 00 \$11 80	NON DEPT-ACCT#15446/NOV 26/01 BILLING COMPUTER-ACCT#19305/NOV 26/01 BILLING
111624-APCA	11/30/01	GILMER COUNSELING SERVICES	\$1,550 00	\$1,550 00	CCP-OCT'01 BILLING
111625-APCA	11/30/01	GILMER DISCOUNT TIRE	\$7 50	\$7 50	ENVIRONMENTAL-FLAT REPAIR
111626-APCA	11/30/01	GILMER DRUG COMPANY	\$49 98	\$49 98	CO S-COPY PAPER
111627-APCA	11/30/01	GILMER LUMBER COMPANY INC	\$408 92	\$22 56 \$315 86 \$70 50	JP#3-YELLOW PINE 1x16' JP#3-LUMBER, SAKRETE JP#3-BRUSH
111628-APCA	11/30/01	GILMER OFFICE CENTER	\$149 73	\$10 99 \$23 69 \$24 13 \$33 56 \$37 99 \$2 69 \$16 69	CO S-HALL FILES CO S-WHITE VIEW BINDER, 6pk BUSINESS CARD HOLDERS JP#2-CALENDARS, LABELS CO S-ADDRESS LABELS, PENS, SHEET PROTECTORS CO AUD-STORAGE BOXES CO TREAS-CALCULATOR RIBBON COMM CT-PENS
111629-APCA	11/30/01	GLENWOOD GROCERY	\$136 32	\$136 32	CONST#1-GAS-10/13-11/09/01
111630-APCA	11/30/01	GREATAMERICA LEASING CORP	\$428 25	\$428 25	NON DEPT-CONT#0134764-000/JET MAIL
111631-APCA	11/30/01	GREGG CO JUVENILE PROBATION	\$5,760 00	\$5,760 00	ISP-OCT'01 DETENTION
111632-APCA	11/30/01	GREGG COUNTY CLERK	\$338 00	\$338 00	CO CT-#2001-040-M/ROWDY LYNN THOMAS (MENTAL COMMITMENT)

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Disbursements Made From 11/30/01 thru 12/13/01

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THE SOFTWARE GROUP, INC

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111633-APCA	11/30/01	H & H BUILDERS SUPPLY	\$20 00	\$20 00	CCP-84177/SUPPLIES
111634-APCA	11/30/01	H&D TIRE & AUTOMOTIVE	\$2,261 20	\$16 64	PCT#3-ROUNDUP 18 CONC
				\$1 73	CO. BLDGS-BOLTS; WASHERS
				\$30 88	PCT#4-PARTS
				\$1 15	CO BLDGS-POWER STEERING OIL
				\$12 99	CO BLDGS-PVC CUTTERS
				\$0 98	CO BLDGS-KEY
				\$18 10	PCT#1-FILES, BAR CHAIN & OIL
				\$8 87	PCT#1-RAZOR EDGE; SCRAPER, CHUCK
				\$2 63	CO BLDGS-LIQUID NAIL; SCREWS
				\$2 60	CO BLDGS-BULB; ANCHORS, SCREWS
				\$8 18	CO BLDGS-ANCHORS; SCREWS
				\$19 40	PCT#4-WINDEX CLEANER; BOTTLE
				\$45 58	PCT#4-COIL, SCREWDRIVERS
				\$94 51	PCT#4-CHEM-DIP; SPRAY; CARB KIT
				\$5 84	PCT#4-GLOVES
				\$1,119 12	PCT 4-TIRES
				\$4 64	CO BLDGS-DOOR HOLDER
				\$3 22	PCT#1-MOSES; CLAMPS
				\$37 50	PCT#1-HYD OIL
				\$86 78	CO BLDGS-RAKE; SHOVEL; GLOVES
				\$22 98	PCT#3-PARTS
				\$81 00	CO S-UNIT#215/BATTERY
				\$23 79	PCT#4-SWITCH; DRILL BIT
				\$26 37	PCT#4-HAND CLEANER; WASHERS
				\$2 30	CO BLDGS-SCREWS
				\$1 39	CO BLDGS-FLAGGING TAPE
				\$8 08	PCT#1-FILTER
				\$21 01	PCT#1-OIL; FILES
				\$1 96	CO BLDGS-2 KEYS
				\$81 33	PCT#3-BATTERY; TERMINAL/ACCY
				\$39 55	PCT#3-PUNCH, GREASE; BEARINGS
				\$13 83	PCT#4-TRASH BAGS; ROACH PROOF
				\$52 36	PCT#4-CYLINDER; SCREWS
				\$64 76	J CTR-BALLAST
				\$6 66	PCT#4-BRAKE FLUID
				\$3 86	PCT#4-AXE HANDLE
				\$221 46	PCT 4-MASTER CYLINDER, BLACK WIRE, RED WIRE; STARTER SWITCH; TEST CLIP; BELT; ELECTRICAL TAPE; CLAMP, SOCKET HOLDER; SOCKET CLIP; RACHET WRENCH; ADAPTER; BRAKE FLUID
				\$18 26	PCT#4-COIL
				\$4 94	CO BLDGS-FLAT STEEL
				\$21 88	CO BLDGS-WASHERS, SCREWS, ANCHORS; FILE; BIT
				\$32 53	PCT#4-PARTS
				\$16 55	CO BLDGS-DRILL SET
				\$1 03	CO BLDGS-OUTLET
				\$0 43	CO BLDGS-SCREWS
				\$32 83	JP#3-RESTROOM SIGN, PRIVACY LOCK, LABOR; KEYS
				\$42 00cr	PCT#1-CREDIT ON TUBES

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				\$4 28cr	PCT#3-DIFFERENCE IN BEARINGS
				\$15 00cr	PCT#4-RETURNED MASTER CYL CORE
111635-APCA	11/30/01	HERBERT L YOUNG	\$149 35	\$69 63	ENVIRONMENTAL-69 GALS GAS
				\$39 36	CONST#2-39 GALS GAS
				\$40 36	CONST#3-40gals GAS
111636-APCA	11/30/01	HOLMES CONCRETE PIPE	\$2,096 84	\$138 24	PCT 4-24'15" PLASTIC CULVERT
				\$181 20	PCT 2-18"PLASTIC CULVERT
				\$250 10	PCT 1-18"PC, 18"COUPLING
				\$78 00	PCT 2-12'IDX36"L CONCRET TILE
				\$1,449 30	PCT 4-72"ID POLYMER COATED STEEL CULVERT
111637-APCA	11/30/01	HOWARD MCANEAR EQUIPMENT	\$1,800 00	\$1,800 00	PCT#2-BOOM RENTAL-11/15-12/14/01
111638-APCA	11/30/01	INDUSTRIAL STEEL	\$109 76	\$109 76	PCT#3-CUST ID UPSHUR/ANGLE IRON
111639-APCA	11/30/01	INGRAM LIBRARY SERVICES	\$403 57	\$298 96	CD LIB-#2083975/24 BOOKS
				\$104 61	CD LIB-#77211655/7 BOOKS
111640-APCA	11/30/01	INT'L BUSINESS DIRECTORIES	\$267 00	\$267 00	CD LIB-#UPS06X/AT&T TOLL FREE DIRECTORY
111641-APCA	11/30/01	INTEGRATED BUSINESS SYSTEMS	\$101 34	\$18 06	JUV PROB-CUST#AL0020/OCT 1-NOV 1'01 COPIES
				\$83 28	SUP-#AL0020/OCT'01-NOV 1'01 COPIES
111642-APCA	11/30/01	J & J CLEANING SERVICE	\$3,750 00	\$3,750 00	NOV'01 JANITORIAL SERVICES
111643-APCA	11/30/01	JACKIE DODD	\$24,200 00	\$24,200 00	PCT#2&4-4,400yds GRAVEL(BARNWELL MOUNTAIN)CONTRACT
111644-APCA	11/30/01	JOE FIFE	\$2,000 00	\$2,000 00	JP#3-OVERSEEING OF CONSTRUCTION
111645-APCA	11/30/01	JOHN L HALL M D	\$185 00	\$185 00	D CT-JASON ANDERSON/PHYC EVAL -10/29/01
111646-APCA	11/30/01	JOHN SPIVEY	\$210 83	\$210 83	SUP-REIMBURSE/455mi@ 345ea; PACER 9/01-12/01
111647-APCA	11/30/01	JUSTICES OF THE PEACE&CONSTA	\$110 00	\$45 00	JP#2-PERRY M LITTLETON, ANNUAL DUES
				\$45 00	JP#3-CAROLYN PERRY, ANNUAL DUES
				\$20 00	JP#3-MIRANDA L WELCH, ANNUAL DUES
111648-APCA	11/30/01	K & D WOODWORK	\$2,180 00	\$2,180 00	JP#3-JUDGE'S BENCH, COUNTERTOPS CLEAR COAT; COMPUTER DESK SOLID
111649-APCA	11/30/01	KAREN TUCKER	\$345 01	\$345 01	CO EXT-REIMBURSE/940mi@ 315ea; MEALS; RECIST; BO OMS
111650-APCA	11/30/01	KINKO'S	\$49 05	\$49 05	NON. DEPT-ACCT#4433250002/CABLE
111651-APCA	11/30/01	KIRBY RESTAURANT SUPPLY	\$147 88	\$147 88	CO JAIL-ACCT#7009/SERV -10/18-11/14/01
111652-APCA	11/30/01	KRISTIE BRIAN	\$15 95	\$15 95	SUP-REIMBURSE/MEALS 11/01

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM  
 Approved Disbursements  
 Checking Account(s) APCA FNB INS FNB 123  
 Disbursements Made from 11/30/01 thru 12/13/01

13 Dec 2001

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111653-APCA	11/30/01	LANE WILLIAMS	\$274 19	\$274 19	CO MAINT-RADIATOR; ANTIFREEZE; LABOR
111654-APCA	11/30/01	LATCH COMMUNITY CENTER	\$35 00	\$35 00	ELECTION-RENT 11/06/01 AMENDMENT ELECTION
111655-APCA	11/30/01	LAUREN PARISH	\$400 00	\$400 00	NOV '01 JUVENILE PROB BOARD
111656-APCA	11/30/01	LEGAL DIRECTORIES PUBLISHING	\$69 50	\$69 50	D CT-2002 TX LEGAL DIRECTORY
111657-APCA	11/30/01	LINEBARGER HEARD GOGGAN BLAI	\$8,964 46	\$8,964 46	DEL TAX-OCT '01 DELINQUENT TAX ATTY
111658-APCA	11/30/01	LONG MOTOR CO, MIKE CRAIG	\$140 00	\$20 00 \$20 00 \$20 00 \$20 00 \$20 00 \$20 00 \$20 00	CO S-REPLACE HUB CAPS & LUGNUTS CO S-REPLACE WHEEL NUT, BOLTS CO S-WHEEL; BOLTS CO S-WHEEL; BOLTS
111659-APCA	11/30/01	LONGVIEW ASPHALT INC	\$8,824 16	\$3,440 60 \$667 54 \$4,716 02	PCT#2-ACCT#221772/OIL DIRT(116 63 TON @ \$26 50 PCT#3-CUST#221771/OIL DIRT(25 19 TON @ \$26 50) PCT#2-CUST#221772/OIL DIRT(157 20 TON @ \$26 50)
111660-APCA	11/30/01	LONGVIEW RUBBER	\$441 57	\$395 27 \$46 30	PCT#2-NEOPRENE, BELTING, SHIPPING PCT#2-ALUMINUM; BUSHING
111661-APCA	11/30/01	MAGNETO SERVICE & SUPPLY	\$92 82	\$92 82	PCT#1-PARTS & LABOR/SIDE MOWER
111662-APCA	11/30/01	MARGARET FARMER	\$136 04	\$136 04	D A-REIMBURSE/236mi@ 315ea; MEALS 11/13-16/01 TDCAA SEMINAR
111663-APCA	11/30/01	MARTIN MARIETTA MATERIALS	\$7,549 52	\$2,511 72 \$5,037 80	PCT#2-CUST#58000623/ROAD OIL PCT#2-CUST#58000623/ROAD TOPPING(311 17 TON)
111664-APCA	11/30/01	MATTHEW BENDER & CO INC	\$23 80	\$23 80	JP#1-ACCT#6398307002/TX CRIM & TRAFFIC
111665-APCA	11/30/01	MAYHAN FABRICATORS INC	\$73 50	\$42 00 \$31 50	CO BLDGS-SQUARE TUBING; FLAT BAR CO BLDGS-CUST#514/TUBING; FLAT BARS
111666-APCA	11/30/01	MEDICAL WHOLESALE INC	\$531 78	\$241 61 \$19 92 \$270 25	CO JAIL-#3047/MEDICINE CO JAIL-#3047/MEDICINE CO JAIL-CUST#3047/NOV 01/01 BILLING
111667-APCA	11/30/01	MICHAEL BURROUS	\$53 13	\$53 13	SUP-REIMBURSE/154mi@ 345ea 10/01
111668-APCA	11/30/01	MICHEAL SMITH	\$346 68	\$346 68	CO TAX-REIMBURSE/406mi@ 315ea; MEALS, LODGING(V O YOUNG)
111669-APCA	11/30/01	MIRANDA WELCH	\$28 35	\$28 35	JP#3-REIMBURSE/90mi@ 315ea(3days)

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UPSHUR COUNTY

## ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

THE SOFTWARE GROUP, INC

Approved Disbursements  
Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 11/30/01 thru 12/13/01

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					BANK; SUPPLIES)
111670-APCA	11/30/01	NACTFD	\$50 00	\$50 00	CO TREAS-ANNUAL DUES/MYRA HARRIS, CO TREASURER
111671-APCA	11/30/01	NANCY THOMPSON	\$21 05	\$21 05	CO S-REIMBURSE/50mi@ 315ea; MEAL@SCHOOL
111672-APCA	11/30/01	NATIONAL FAMILY CARE	\$586 35	\$586 35	ID#3152 NOV'01 PAYROLL DEDUCTIONS
111673-APCA	11/30/01	NEWSOM'S GPOCERY	\$104 94	\$104 94	D A-JESSE DOUGLAS/HOT CK RESTITUTION
111674-APCA	11/30/01	NOTARY PUBLIC UNDERWRITERS	\$179 00	\$179 00	SUP-NOTRARY RENEWAL, C GRANT&S WARREN
111675-APCA	11/30/01	OFFICE & GIFTS CENTER	\$429 39	\$14 98 \$333 88 \$10. 73 \$69 80	CO CLK-STORAGE BOXES D A-PAPER, NOTES, TAPE; BOOK, RUBBERBANDS D A-CALENDARS D A-PENS; RUBBERBANDS
111676-APCA	11/30/01	FAM EDGE	\$282 36	\$282 36	JP#2-REIMBURSE MILEAGE; MEALS; LODGING-11/06-14/01
111677-APCA	11/30/01	PAHELA LONG	\$244 15	\$244 15	CO AUD-REIMBURSE/610mi@ 315ea; MEALS(AUSTIN SCHOOL)
111678-APCA	11/30/01	PATRICIA HARRISON	\$115 00	\$75 00 \$40 00	D A-#26, 921/REPORTER'S RECORD D A-#26, 802/REPORTER'S RECORD
111679-APCA	11/30/01	PEGGY GILES	\$21 47	\$21. 47	CO LIB-REIMBURSE MILEAGE; MEALS; /NETLS WORKSHOP
111680-APCA	11/30/01	PENWORTHY/MEDIA SOURCE	\$554 02	\$554 02	CO LIB-#203832/36 BOOKS
111681-APCA	11/30/01	POSTMASTER	\$238 00	\$238 00	SUP-7 ROLLS OF STAMPS
111682-APCA	11/30/01	POWERPLAN	\$1,781 02	\$1,781 02	PCT#1-#0010000654/BACKHOE LOADER PARTS; LABOR
111683-APCA	11/30/01	PROFESSIONAL FOOD SYSTEMS	\$508 24	\$508 24	CO JAIL-CUST#17130/ASSORTED FOODS
111684-APCA	11/30/01	PROFESSIONAL TECHNICAL ASSIS	\$1,574 50	\$415 00 \$1,115 00 \$44 50	CONST#1-VERTEX VX180V 16CH PORT S#1H030505 CO S-MOBILE RADIO CO S-REPLACE BROKEN ANTENNA
111685-APCA	11/30/01	PUBLICDATA COM AI	\$19 95	\$19 95	PCT#4-#004233441/NOV 16'01 BILLING
111686-APCA	11/30/01	GULL CORPORATION	\$657 82	\$158 75 \$248. 34 \$250 73	SUP-#00049034/SUPPLIES SUP-#00049034/SUPPLIES CO TREAS-DATA BINDERS, CO COMM-FINE POINT PENS; DISKETTES, FAX MACHINE, SHIPPING
111687-APCA	11/30/01	R D LEWIS	\$300 00	\$300 00	CO S-POLYGRAPH EXAM/E C GIBSON
111688-APCA	11/30/01	R L HUDGINS III	\$198 38	\$198 38	SUP-REIMBRUSE/575mi@ 345ea 11/01

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THE SOFTWARE GROUP, INC

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111689-APCA	11/30/01	RAY ROEDER	\$324 01	\$324 01	CO BLDGS-REIMBURSE/TRIP TO AUSTIN TO GET TRUCK
111690-APCA	11/30/01	RECORDED BOOKS INC	\$90 60	\$90 60	CO LIB-#1340227/AUDIO TAPES
111691-APCA	11/30/01	RELIANT ENERGY ARKLA	\$274 33	\$22 66 \$251 67	PORTER BLDG-#397663-6/NOV 1'01 CO TAX-#397644-6/NOV 1'01
111692-APCA	11/30/01	RICK JACKSON	\$173 25	\$173 25	PCT#3-REIMBURSE/550mi@ 315ea 11/29/01
111693-APCA	11/30/01	RICK'S TIRE SERVICE	\$90 00	\$45 00 \$45 00	PCT#4-SERV CALL; MOUNT 2 TIRES PCT#4-SERV CALL; 2 TIRE MOUNTS
111694-APCA	11/30/01	ROMCO EQUIPMENT CO	\$950 00	\$950 00	PCT#2-CUST#91950/EQUIPMENT RENTAL
111695-APCA	11/30/01	ROSEWOOD BAPTIST CHURCH	\$25 00	\$25 00	ELECTION-RENT 11/06/01 AMENDMENT ELECTION
111696-APCA	11/30/01	SAM'S CLUB 6422	\$15 00	\$15 00	CO TAX-#49090971742966/ANNUAL ADM FEE
111697-APCA	11/30/01	SANDRA EDWARDS	\$354 30	\$354 30	JUV PROB-REIMBURSE/940mi@ 345ea 9&10/01
111698-APCA	11/30/01	SCHWAAB INC	\$34 35	\$34 35	CO TAX-COUNTY SEAL; SHIPPING
111699-APCA	11/30/01	SHARON LAMINACK	\$187 94	\$187 94	CO TAX-REIMBURSE/LOGING, MEALS(V G YOUNG)
111700-APCA	11/30/01	SHELL OIL COMPANY	\$66 39	\$66 39	CO S-#092821628/NOV 9'01
111701-APCA	11/30/01	SHERWIN-WILLIAMS COMPANY	\$109 43	\$109 43	ADUTL PROB-#6738-8080-3/SUPPLIES
111702-APCA	11/30/01	SOUTHWESTERN BELL TELEPHONE	\$373 40	\$373 40	SUP&ADULT-#665-3909/NOV 15'01
111703-APCA	11/30/01	SOUTHWESTERN ELECTRIC POWER	\$5,796 66	\$28 29 \$42 90 \$102 72 \$9 70 \$4,386 27 \$471 77 \$67 06 \$38 85 \$619 19 \$29 91	JP#3-#1026996/NOV 12'01 CO BLDG-#133876995/DEC 14'01 CO LIB-#4036693/NOV 14'01 ROCK BLDG-#3596699/NOV 14'01 J CTR-#716860/NOV 14'01 CO LIB-#666859/NOV 14'01 PORTER BLDG-#556852/NOV 14'01 ROCK BLDG-#406819/NOV 14'01 CO TAX-#254106958/NOV 14'01 JP#3-ACCT#1026996/NOV 16'01
111704-APCA	11/30/01	STATE COMPTROLLER	\$615 74	\$615 74	TP-REPORT FOR MONTH ENDING 10/31/01
111705-APCA	11/30/01	SUPERBLEND GAS	\$164 00	\$164 00	D A-SHENNEA WATERS/HOT CK RESTITUTION
111706-APCA	11/30/01	SW MENTAL HEALTH TESTING	\$75 00	\$75 00	CO JAIL-TRACI BLEDSOE/MENTAL HEALTH ASSESSMENT
111707-APCA	11/30/01	SYSCO FOOD SYSTEMS INC	\$1,477 22	\$1,477 22	CO JAIL-CUST#288639/ASSORTED FOOD

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 11/30/01 thru 12/13/01

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
111708-APCA	11/30/01	T & S TRACTOR INC	\$5,300 00	\$5,300 00	PCT#4-RHIND MOWER S#11540
111709-APCA	11/30/01	TAC PROPERTY&CASUALTY	\$766 00	\$85 00	NON DEPT-#2300/2001 NEW HOLLAND TS110 TRACTOR #161B
				\$246 00	NON DEPT-2300; ADD NO 4; 2001 INGERSOLL-RAD SD100D VIBRATORY ROLLER
				\$83 00	NON DEPT-2300/#5 ADD NEW JP#3 OFFICE(DELETE OLD ONE)
				\$352 00	NON DEPT-2300/#3835 ADD 1996 FORD CROWN VIC 4dr
111710-APCA	11/30/01	TELE-PRINT EXPRESS	\$15 00	\$15 00	SUP-#01-11063 VHS DUPLICATION
111711-APCA	11/30/01	TELETOUCH CORPORATION	\$256 24	\$19 16	ENVIRONMENTAL-ACCT#56072169/NOV 01/01 BILLING
				\$237 08	CO S-ACCT#3062303/NOV 01/01 BILLING
111712-APCA	11/30/01	TEXACO REFINING &	\$244 43	\$244 43	CO S-#6103028459/NOV 9'01
111713-APCA	11/30/01	TEXAS COMMISSION ON FIRE PRO	\$30 00	\$30 00	CO S-PAUL STEELMAN/RENEWAL
111714-APCA	11/30/01	TEXAS MUNICIPAL COURT-	\$34 00	\$34 00	JP#1-ONE YEAR SUBSCRIPTION
111715-APCA	11/30/01	THE EARTHGRAINS COMPANY	\$127 50	\$52 50	CO JAIL-CUST#9008071/BREAD
				\$75 00	CO JAIL-CUST#09008071/BREAD
111716-APCA	11/30/01	THE MCKENIZE CLINIC	\$55 00	\$55 00	SUP-#UPS00000/P HOLLIER 10/24/01
111717-APCA	11/30/01	THE SOFTWARE GROUP INC	\$155 05	\$155 05	TREAS-CUST#72/1099 & W-2 FORMS; FREIGHT
111718-APCA	11/30/01	TXU COMMUNICATIONS	\$255 36	\$255 36	ADULT PROB-#14180/NOV 18'01
111719-APCA	11/30/01	U S FOODSERVICE-DALLAS	\$705 57	\$705 57	CO JAIL-CUST#420711/ASSORTED FOODS
111720-APCA	11/30/01	UNIFRIST CORP	\$123 31	\$62 18	PCT#3-UNIFORM SERVICE
				\$61 13	PCT#3-CUST#174823/UNIFORM SERVICE
111721-APCA	11/30/01	UPSHUR COUNTY	\$109 13	\$109 13	SUP-REIMBURSE ALLTEL 11/21/01 BILLING
111722-APCA	11/30/01	UPSHUR COUNTY INSURANCE ACCO	\$8,775 00	\$8,775 00	TRANSFER OF FUNDS 11/30/01
111723-APCA	11/30/01	UPSHUR COUNTY JUVENILE PROBA	\$373 94	\$258 94	JUV PROB-OCT '01 VISA BILL
				\$115 00	CCP-ELECT. MONITOR; 23 DAYS T DENMAN
111724-APCA	11/30/01	UPSHUR COUNTY LITERACY PROGR	\$50 00	\$50 00	SUP-WRAT 11/19/01
111725-APCA	11/30/01	UPSHUR-RURAL ELECTRIC COOP	\$178 87	\$94 01	PCT#4-#120298591/NOV 15/01 BILLING
				\$84 86	PCT#2-#4186523491396012/NOV 21'01
111726-APCA	11/30/01	UT HEALTH CENTER AT TYLER	\$2,838 85	\$24 28	INDIG-FRED D MOORE/MEDICAL
				\$2,822 32	INDIG-FRED D MOORE/MEDICAL
				\$148 65	INDIG-FRED D MOORE/MEDICAL

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$43 60	INDIG-FRED D MOORE/MEDICAL
111727-APCA	11/30/01	UTHC TYLER PHY	\$99 83	\$99 83	INDIG-FRED D MOORE/MEDICAL
111728-APCA	11/30/01	VARNADO FEED SERVICE	\$59 80	\$59 80	CCP-4 CATTLE PANELS(CSCD)
111729-APCA	11/30/01	VERIZON SOUTHWEST	\$544 54	\$80 00 \$47 61 \$416 93	CO TAX-#843-0630/OCT 28'01 COMM CT-#8437069/NOV 07/01 BILLING JP#3-#844-8254/NOV 10'01
111730-APCA	11/30/01	VULCAN INC	\$80 00	\$80 00	CO BLDGS-CUST#1210038/RD**14" CIR B/W NR
111731-APCA	11/30/01	W W GRAINGER INC	\$453 91	\$64 68 \$348 76 \$53 96 \$13 49ct	PCT#2-ACCT#436805131711/PLASTIC CONES J CTR-ACCT#436827099177/HAMMER; BIT SET, TENSION CHECKER J CTR-LAMPS J CTR-ACCT#436827099177/RETURNED LAMP
111732-APCA	11/30/01	WAL-MART #146	\$449 88	\$203 88 \$246 00	D A-STEPHANIE SMITH/HOT CK RESTITUTION D A-SHENNA WATERS/HOT CK RESTITUTION
111733-APCA	11/30/01	WALMART COMMUNITY BRC	\$13 92	\$13 92	NON DEPT-#6032202010092584/NOV 22'01
111734-APCA	11/30/01	WAYNE ALLEN	\$312 20	\$312 20	JUV PROB-REIMBURSE/760mi@ 315ea; MEALS 10&11/01
111735-APCA	11/30/01	WEST GROUP PAYMENT CENTER	\$2,153 50	\$25 00 \$25 00 \$28 50 \$114 00 \$1,564 50 \$396 50	JP#2-ACCT#1000651110/TX PENAL CODE 14TH EDITION 2002 PAM JP#3-#1002002688/TX PENAL CODE 14th ED'02 PAM JUV PROB-#1000743942/TX CRIM PROCEDURE CODE'02 JP#3-#1000692583/TX CRIM PROCEDURE CODE&RULES'02 LAW LIB-ACCT#1000809966/OCT 08-OCT 30/01 BILLING D A-ACCT#1000646660/OCT 30/01 BILLING
111736-APCA	11/30/01	WILLIAMS ELECTRONICS	\$545 00	\$545 00	CO S-SPEAKERS; SIREN; LABOR
111737-APCA	11/30/01	WINN'S AUTO & TRUCK REPAIR	\$1,486 55	\$23 24 \$239 81 \$1,130 00 \$93 50	CO S-REPAIR MIRROR CO S-REPLACE SOLENOID SWITCH; STAETER ASSY CO S-REPLACE REAR AXLE ASSY CO S-REPLACE BATTERY
111738-APCA	11/30/01	YOUNG'S HEATING & AIR	\$174 00	\$174 00	J CTR-REPLACED BEARING
111739-APCA	11/30/01	FIRST NATIONAL BANK GILMER	\$525,000 00	\$525,000 00	CD#34460 PURCHASED@ 15%(90days) TO MATURE 2/28/02
111740-APCA	11/30/01	MARTIN MARIETTA MATERIALS	\$5,001 56	\$842 53 \$2,082 84	PCT#1-CUST#58000623/ROAD MATERIAL, HAULING PCT#2-CUST#58000623/TOPPING, HAULING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 11/30/01 thru 12/13/01

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$2,076 19	PCT#2-CUST#58000623/TOPPING, HAULING
111741-APCA	12/05/01	FIRST NATIONAL BANK GILMER	\$694,549 66	\$694,549 66	CD#34463(TOBACCO)PURCHASED@4 25%(180days)TO MATURE 6/03/02
111824-APCA	12/06/01	FIRST NATIONAL BANK GILMER	\$350,000 00	\$350,000 00	CD#34467 PURCHASED@4 00%(68days)TO MATURE 2/12/02
Total for APCA - Accounts Payable Clearing Account			\$1,916,908 41		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

THE SOFTWARE GROUP, INC

Approved Disbursements  
Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 11/30/01 thru 12/13/01

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1692-FNB 125	11/30/01	UPSHUR CO OPERATING ACCOUNT	\$1,215 29	\$1,215 29	125 PLAN CANCER; HEART/STROKE PREMIUMS 11/30/01
1693-FNB 125	11/30/01	UPSHUR COUNTY INSURANCE ACCO	\$5,088 85	\$5,088 85	125 PLAN DEPENDENT INS PREMIUMS 11/30/01
Total for FNB 125 - IRC/125 PLAN			\$6,304.14		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2001

THE SOFTWARE GROUP, INC

Approved Disbursements  
Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made From 11/30/01 thru 12/13/01

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1159-FNB INS	11/30/01	HEALTHCARE PARTNERS HEALTH P	\$67 50	\$67 50	SECTION 125 ADM FEES 11/30/01
1160-FNB INS	11/30/01	HEALTHFIRST TPA	\$32,170 50	\$32,170 50	GROUP#UPS01 MONTHLY COST 12/01
1161-FNB INS	11/30/01	MANAGED PHARMACY BENEFITS IN	\$7,861 14	\$7,861 14	GROUP#80096 11/15/01 PAYMENT REGISTER
1162-FNB INS	11/30/01	UPSHUR COUNTY INSURANCE CLEA	\$44,836 84	\$9,181 06 \$35,655 78	11/15/01 UP PAYMENT REGISTER 11/29/01 UP PAYMENT REGISTER

Total for FNB INS - INSURANCE

\$84,935 98

Grand Total

\$2,008,148 53

216 records listed.

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 01 DEC 12 AM 9:25  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_ DEPUTY

*Chal E. Still*  
 COUNTY JUDGE, CHARLES STILL

*Joe Orms*  
 COMMISSIONER PCT#1, JOE ORMS

*Tommy Stanley*  
 COMMISSIONER PCT#2, TOMMY STANLEY

*Rick Jackson*  
 COMMISSIONER PCT#3, RICK JACKSON

*Russell Green*  
 COMMISSIONER PCT#4, RUSSELL GREEN

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UPSHUR COUNTY

JURY SELECTION SYSTEM

07 Dec 2001

THE SOFTWARE GROUP, INC

JUNE-2001 12/06/01  
Check Register for 12/07/01

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
0111824-APCA	Ms LYNDA MARIE HARGROVE	LYNDA MARIE HARGROVE	191815	12/07/2001	\$10 00		115
111825-APCA	Mr RONALD JEROME POOLE	RONALD JEROME POOLE	142974	12/07/2001	\$10 00		115
111826-APCA	Mr ROGER DALE NUNN	ROGER DALE NUNN	201152	12/07/2001	\$10 00		115
111827-APCA	Mr BEN SPENCER MORRIS	BEN SPENCER MORRIS	141012	12/07/2001	\$10 00		115
111828-APCA	Mr TOMMIE LEE AUSTIN	TOMMIE LEE AUSTIN	150629	12/07/2001	\$10 00		115
111829-APCA	Mr J MIKE WALLER	J MIKE WALLER	12786	12/07/2001	\$10 00		115
111830-APCA	Ms PATRICIA KAY DEROUEN	PATRICIA KAY DEROUEN	139508	12/07/2001	\$10 00		115
111831-APCA	Mr ELLIOTT DEAN	ELLIOTT DEAN	2178	12/07/2001	\$10 00		115
111832-APCA	Mr GREGGORY DEARION	GREGGORY DEARION	7726	12/07/2001	\$10 00		115
111833-APCA	Mr DONALD GENE BETHARD	DONALD GENE BETHARD	12084	12/07/2001	\$10 00		115
111834-APCA	Mr KENNETH WAYNE WEESE	KENNETH WAYNE WEESE	160982	12/07/2001	\$10 00		115

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\$110 00

Check Amounts

11 records listed

VOL 0 PG 872

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:25  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY

## JURY SELECTION SYSTEM

06 Dec 2001

THE SOFTWARE GROUP, INC

11-13-01-DC LIST  
Check Register for 12/06/01

PAGE 1

Check Number	Title Name	Check Name	Jurer ID	Check Date	Amount	Ck Status	Court
111742-APCA	Mr RANDALL LEE PRICE	RANDALL LEE PRICE	209291	12/06/2001	\$10 00		115
111743-APCA	Mr JAMES TURNER PHARR	JAMES TURNER PHARR	146131	12/06/2001	\$10 00		115
111744-APCA	Ms KATHY MCKENZIE THOMPSON	KATHY MCKENZIE THOMPSON	204589	12/06/2001	\$20 00		115
111745-APCA	Ms SHIRLEY SANDERS WILLIAMSON	SHIRLEY SANDERS WILLIAMSON	204862	12/06/2001	\$10 00		115
111746-APCA	Mr RONALD W BOORMAN	RONALD W BOORMAN	192433	12/06/2001	\$10 00		115
111747-APCA	Ms JOY HALBERT MEADOR	JOY HALBERT MEADOR	210035	12/06/2001	\$10 00		115
111748-APCA	Ms LENA SUTTON MITCHELL	LENA SUTTON MITCHELL	198118	12/06/2001	\$30 00		115
111749-APCA	Ms LEAH LANETTE NUGENT	LEAH LANETTE NUGENT	161825	12/06/2001	\$10 00		115
111750-APCA	Mr JIMMY ALTON BURTON	JIMMY ALTON BURTON	163370	12/06/2001	\$10 00		115
111751-APCA	Ms RHONDA RENEE HILL	RHONDA RENEE HILL	169856	12/06/2001	\$10 00		115
111752-APCA	Mr TIMMY LEE SHAFFER	TIMMY LEE SHAFFER	206788	12/06/2001	\$10 00		115
111753-APCA	Ms DONNA KREGER OSBORNE	DONNA KREGER OSBORNE	212024	12/06/2001	\$10 00		115
111754-APCA	Mr DAVID ELWYN WILLIAMSON	DAVID ELWYN WILLIAMSON	203889	12/06/2001	\$10 00		115
111755-APCA	Ms BENNIE CHALK PENTECOST	BENNIE CHALK PENTECOST	197150	12/06/2001	\$30 00		115
111756-APCA	Ms CARMEN MARIA CUELLAR	CARMEN MARIA CUELLAR	155224	12/06/2001	\$10 00		115
111757-APCA	Ms CINDY STEWART	CINDY STEWART	145079	12/06/2001	\$10 00		115
111758-APCA	Mr JIMMY BRYANT FAULKNER	JIMMY BRYANT FAULKNER	157905	12/06/2001	\$10 00		115
111759-APCA	Ms PAULA ANN THOMAS	PAULA ANN THOMAS	150884	12/06/2001	\$10 00		115
111760-APCA	Mr JOHNNY MICHAEL SHAFFER	JOHNNY MICHAEL SHAFFER	201074	12/06/2001	\$10 00		115
111761-APCA	Ms WILLIE ANDERSON CRISS	WILLIE ANDERSON CRISS	206008	12/06/2001	\$20 00		115
111762-APCA	Ms IVA JEWELL TENNISON	IVA JEWELL TENNISON	195128	12/06/2001	\$10 00		115
111763-APCA	Ms NAOMI RENE CLARK	NAOMI RENE CLARK	163334	12/06/2001	\$10 00		115
111764-APCA	Ms NELL GADDIS YOCOM	NELL GADDIS YOCOM	212398	12/06/2001	\$10 00		115
111765-APCA	Mr ORLANDUS TYRONE DANIELS	ORLANDUS TYRONE DANIELS	172340	12/06/2001	\$10 00		115
111766-APCA	Mr KENNETH WAYNE REYNOLDS	KENNETH WAYNE REYNOLDS	189993	12/06/2001	\$10 00		115
111767-APCA	Mr JAMES RUSSELL BERGQUIST	JAMES RUSSELL BERGQUIST	148025	12/06/2001	\$10 00		115

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Check Number.	Title Name	Check Name	Jury ID	Check Date	Amount	Ck Status	Court
111768-APCA	Mr JAMES WELDON MCCLAIN	JAMES WELDON MCCLAIN	189994	12/06/2001	\$30 00		115
111769-APCA	Ms RHONDA LYNETTE THREADGILL	RHONDA LYNETTE THREADGILL	208284	12/06/2001	\$30 00		115
111770-APCA	Mr LESLIE TODD DAVIDSON	LESLIE TODD DAVIDSON	154963	12/06/2001	\$10 00		115
111771-APCA	Ms BARBARA RASH STEVENS	BARBARA RASH STEVENS	209383	12/06/2001	\$30 00		115
111772-APCA	Ms LENA MAVONEE KIRBY	LENA MAVONEE KIRBY	161596	12/06/2001	\$10 00		115
111773-APCA	Mr FLOYD IRWIN CARPENTER	FLOYD IRWIN CARPENTER	189880	12/06/2001	\$20 00		115
111774-APCA	Mr MAXEY LEE SWANNER	MAXEY LEE SWANNER	149275	12/06/2001	\$10 00		115
111775-APCA	Ms REBECCA JOY SIMMONS	REBECCA JOY SIMMONS	206577	12/06/2001	\$10 00		115
111776-APCA	Mr JERRY LYNN PHELPS	JERRY LYNN PHELPS	164280	12/06/2001	\$30 00		115
111777-APCA	Mr JASON LYNN LANG	JASON LYNN LANG	166606	12/06/2001	\$10 00		115
111778-APCA	Mr DENNIS WILLIAM CASEY	DENNIS WILLIAM CASEY	162377	12/06/2001	\$10 00		115
111779-APCA	Ms GINGER PARMER BIRKET	GINGER PARMER BIRKET	168488	12/06/2001	\$10 00		115
111780-APCA	Mr GEORGE C THACKER	GEORGE C THACKER	9008	12/06/2001	\$10 00		115
111781-APCA	Ms ANN NIPP WELCH	ANN NIPP WELCH	148060	12/06/2001	\$10 00		115
111782-APCA	Mr SHELBY MAX MARTIN	SHELBY MAX MARTIN	204266	12/06/2001	\$10 00		115
111783-APCA	Mr JAMES ARLOL SIMPSON	JAMES ARLOL SIMPSON	167515	12/06/2001	\$10 00		115
111784-APCA	Ms DEBRA KAY BASS	DEBRA KAY BASS	209927	12/06/2001	\$10 00		115
111785-APCA	Mr JONATHAN WILLIAM BIGGS	JONATHAN WILLIAM BIGGS	207223	12/06/2001	\$30 00		115
111786-APCA	Mr CASEY JAMES MAHER	CASEY JAMES MAHER	202592	12/06/2001	\$10 00		115
111787-APCA	Mr STEVEN MICHAEL FLOWERS	STEVEN MICHAEL FLOWERS	172402	12/06/2001	\$10 00		115
111788-APCA	Mr THOMAS WAYNE BENNETT	THOMAS WAYNE BENNETT	162588	12/06/2001	\$10 00		115
111789-APCA	Ms DEBRA MATTHEW	DEBRA MATTHEW	162628	12/06/2001	\$30 00		115
111790-APCA	Ms CAROL LYNN WRIGHT	CAROL LYNN WRIGHT	159410	12/06/2001	\$10 00		115
111791-APCA	Ms WANDA JO KLEPPER	WANDA JO KLEPPER	193011	12/06/2001	\$10 00		115
111792-APCA	Mr JAY ANTHONY SCHMIEG	JAY ANTHONY SCHMIEG	168188	12/06/2001	\$10 00		115
111793-APCA	Mr WILLIAM ANTHONY BRASHER	WILLIAM ANTHONY BRASHER	190128	12/06/2001	\$10 00		115

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UPSHUR COUNTY

JURY SELECTION SYSTEM

06 Dec 2001

THE SOFTWARE GROUP, INC

11-13-01-DC LIST  
Check Register for 12/06/01

PAGE 3

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
111794-APCA	Mr WINFORD CHILDRESS COULTER	WINFORD CHILDRESS COULTER	13014	12/06/2001	\$20 00		115
111795-APCA	Ms TENA HICKS MURPHY	TENA HICKS MURPHY	206428	12/06/2001	\$30 00		115
111796-APCA	Mr RAY NEAL MULLINIX	RAY NEAL MULLINIX	161468	12/06/2001	\$30 00		115
111797-APCA	Ms TERESA DIANE BURK	TERESA DIANE BURK	190155	12/06/2001	\$20 00		115
111798-APCA	Mr JENNIFER ANNETTE STOCKS	JENNIFER ANNETTE STOCKS	156004	12/06/2001	\$10 00		115
111799-APCA	Mr JEFFERY MICHAEL RASH	JEFFERY MICHAEL RASH	169238	12/06/2001	\$10 00		115
111800-APCA	Ms HOPE JAMESON MOSLEY	HOPE JAMESON MOSLEY	200811	12/06/2001	\$20 00		115
111801-APCA	Mr JOHN ERIC SWANSON	JOHN ERIC SWANSON	193721	12/06/2001	\$10 00		115
111802-APCA	Mr CHESTER GLEN CLARK	CHESTER GLEN CLARK	142424	12/06/2001	\$10 00		115
111803-APCA	Mr TONY KAMMONE SMITH	TONY KAMMONE SMITH	189851	12/06/2001	\$10 00		115
111804-APCA	Mr GEARY LYNN ROCKWELL	GEARY LYNN ROCKWELL	158724	12/06/2001	\$20 00		115
111805-APCA	Ms JOY LOLLAR GROSS	JOY LOLLAR GROSS	168683	12/06/2001	\$10 00		115
111806-APCA	Mr JOHNNY TYRONE WILER	JOHNNY TYRONE WILER	145241	12/06/2001	\$10 00		115
111807-APCA	Mr VAN MARCUS DUFFEY	VAN MARCUS DUFFEY	157644	12/06/2001	\$10 00		115
111808-APCA	Mr TIMOTHY JACK FROST	TIMOTHY JACK FROST	203019	12/06/2001	\$10 00		115
111809-APCA	Ms MARY WHITSON BATES	MARY WHITSON BATES	213253	12/06/2001	\$20 00		115
111810-APCA	Ms KIMBERLY LYNN DRENNAN	KIMBERLY LYNN DRENNAN	169203	12/06/2001	\$30 00		115
111811-APCA	Mr JOHN DWIGHT EDGE	JOHN DWIGHT EDGE	207620	12/06/2001	\$20 00		115
111812-APCA	Ms JAN WILLIAMS CLEMENS	JAN WILLIAMS CLEMENS	199966	12/06/2001	\$20 00		115
111813-APCA	Mr GALEN BRENT SINCLAIR	GALEN BRENT SINCLAIR	208484	12/06/2001	\$10 00		115
111814-APCA	Mr PAUL JERRY DAVIS	PAUL JERRY DAVIS	141435	12/06/2001	\$30 00		115
111815-APCA	Ms LOIS ONEY OGLE	LOIS ONEY OGLE	212660	12/06/2001	\$10 00		115
111816-APCA	Mr NEILAN JAMES DAVIS	NEILAN JAMES DAVIS	169077	12/06/2001	\$20 00		115
111817-APCA	Ms CYNTHIA LAMPKIN	CYNTHIA LAMPKIN	11420	12/06/2001	\$30 00		115
111818-APCA	Ms GINA RAE ROY	GINA RAE ROY	199644	12/06/2001	\$10 00		115
111819-APCA	Ms EVELYN MOSLEY MORRIS	EVELYN MOSLEY MORRIS	196478	12/06/2001	\$10 00		115

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UPSHUR COUNTY  
THE SOFTWARE GROUP, INC

JURY SELECTION SYSTEM  
11-13-01-DC LIST  
Check Register for 12/06/01

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
111820-APCA	Mr CLIFFORD J ROGERS	CLIFFORD J ROGERS	143838	12/06/2001	\$10 00		115
111821-APCA	Ms JANIS MARIE LAFLEUR	JANIS MARIE LAFLEUR	169493	12/06/2001	\$10 00		115
111822-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	12/06/2001	\$40 00		115
111823-APCA	Ms UPSHUR COUNTY	UPSHUR COUNTY	CRIME	12/06/2001	\$30 00		115
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Check Amounts					\$1,240 00		
82 records listed							

VOL 160 PG 872e

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

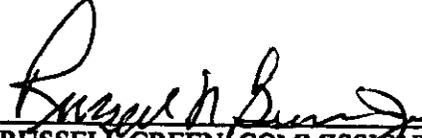
BE IT KNOWN THAT UPSHUR COUNTY COMMISSIONERS' COURT HAS GIVEN UPSHUR COUNTY TREASURER MYRA HARRIS THE AUTHORITY TO BORROW \$260,500 00 TO PURCHASE A RECLAIMER FOR PRECINCT 1 AND PRECINCT 3

  
CHARLES STILL, COUNTY JUDGE

  
JOE ORMS, COMMISSIONER PCT#1

  
TOMMY STANLEY, COMMISSIONER PCT#2

  
RICK JACKSON, COMMISSIONER PCT#3

  
RUSSELL GREEN, COMMISSIONER PCT#4

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 14 PM 3:56  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 100 PG 878



**EUBANK & BETTS**

A Professional Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

*approved in court  
signed by judge  
mailed 12-14-01*

3820 Interstate 55 North / Post Office Box 16090 / Jackson, Mississippi 39236-6090 / Phone (601) 987-4300 / Fax (601) 987-4314

November 13, 1998

To the Partners  
Pattillo, Brown & Hill, L.L.P.

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L.L.P. (the firm) in effect for the year ended March 31, 1998. A system of quality control encompass the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the "AICPA") The design of the system, and compliance with it, are the responsibilities of the firm. In addition, the firm has agreed to comply with the membership requirements of the SEC Practice Section of the AICPA Division for CPA Firms (the Section) Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system and the Section's membership requirements based on our review

Our review was conducted in accordance with standards established by the Peer Review Committee of the Section In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice In addition, we tested compliance with the firm's quality control policies and procedures and with the membership requirements of the Section to the extent we considered appropriate These tests covered the application of the firm's policies and procedures on selected engagements Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it or with the membership requirements of the Section

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L.L.P in effect for the year ended March 31, 1998, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with the professional standards Also, in our opinion, the firm has complied with the membership requirements of the Section in all material respects

*Eubank + Betts*  
EUBANK & BETTS, PLLC

MEMBERS

• American Institute of Certified Public Accountants

• Mississippi Society of Certified Public Accountants

• Division for CPA Firms SEC and Private Companies Practice Sections

• Tax Division of the American Institute of Certified Public Accountants

• CPA Associates International, Inc with Associated Offices in Principal U.S. and International Cities



VOL 60 PG 879

**PATTILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

August 1, 2001



Upshur County Community Supervision  
and Corrections Department  
Attention: Charles Still, County Judge  
P. O. Box 790  
Upshur, Texas 75644

Gentlemen:

We are pleased to have the opportunity to submit this proposal to serve Upshur County Community Supervision and Corrections Department, to audit the Adult Probation Funds, as of and for the year ending August 31, 2001.

Our audit will be conducted in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller General of the United States, TDCJ-CJAD financial reporting requirements and will include tests of the accounting records of Upshur County Adult Probation Fund, and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with TDCJ-CJAD financial reporting requirements. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivable and certain other banks. We will request written representations from your attorneys as part of the engagement. At the conclusion of our examination, we will also request certain written representations from you about the financial statements and related matters. We will also retain for three years and make available our workpapers to TDCJ staff and the State auditors upon written request.

An audit is based primarily on the selective testing of accounting records and related data; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. However, because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

401 WEST HIGHWAY 6 ■ P O BOX 20725 ■ WACO, TX 76702-0725 ■ (254) 772-4901 ■ FAX. (254) 772-4920 ■ www.pbhcpa.com  
AFFILIATE OFFICES BROWNSVILLE, TX (936) 544-7778 ■ HILLSBORO, TX (254) 582-2583 ■ TEMPLE, TX (254) 791-3460  
ALBUQUERQUE, NM (505) 266-5904 ■ RIO RANCHO, NM (505) 898-3516

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related controls, the selection and application of accounting principles, and the safeguarding of assets.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate the fee for our work will be \$1,550 for the Adult Probation Fund. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In the event that our actual fee should be less than the amount stated above, you will be billed accordingly.

We appreciate the opportunity to be of service to Upshur County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Yours truly,

PATTILLO, BROWN & HILL, L.L.P.

*Jim Curry*

James C. Curry, CPA, CGFM

JCC/dw

**RESPONSE:**

This letter correctly sets forth the understanding of Upshur County Community Supervision and Corrections Department.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**EUBANK & BETTS**  
A Professional Limited Liability Company  
CERTIFIED PUBLIC ACCOUNTANTS

VOL 60 PG 881

3820 Interstate 55 North / Post Office Box 16090 / Jackson, Mississippi 39236-6090 / Phone (601) 987-4300 / Fax (601) 987-4314

November 13, 1998

To the Partners  
Pattillo, Brown & Hill, L L P

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L L P. (the firm) in effect for the year ended March 31, 1998. A system of quality control encompass the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the "AICPA") The design of the system, and compliance with it, are the responsibilities of the firm. In addition, the firm has agreed to comply with the membership requirements of the SEC Practice Section of the AICPA Division for CPA Firms (the Section). Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system and the Section's membership requirements based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Section. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures and with the membership requirements of the Section to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it or with the membership requirements of the Section.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L.L.P. in effect for the year ended March 31, 1998, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with the professional standards. Also, in our opinion, the firm has complied with the membership requirements of the Section in all material respects.

  
EUBANK & BETTS, PLLC

MEMBERS

• American Institute  
of Certified Public  
Accountants

• Mississippi Society  
of Certified Public  
Accountants

• Division for CPA Firms SEC  
and Private Companies  
Practice Sections

• Tax Division of the  
American Institute of  
Certified Public Accountants

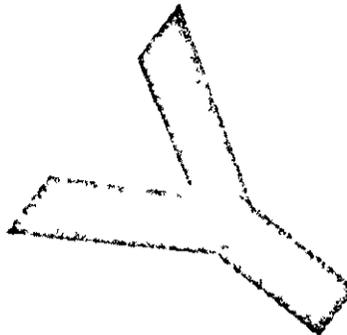
• CPA Associates International, Inc  
with Associated Offices in  
Principal U.S. and International Cities



PATTILLO, BROWN & HILL, L.L.P.  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

November 26, 2001

Upshur County, Texas  
Attention: Ms. Pam Long, County Auditor  
P. O. Box 730  
Gilmer, Texas 75644



Dear Ms. Long:

We are pleased to confirm our understanding of the services we are to provide Upshur County, Texas for the year ended September 30, 2001. We will audit the financial statements of Upshur County, Texas as of and for the year ended September 30, 2001. We understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the general purpose financial statements:

1. Schedule of expenditures of federal awards (if applicable); and
2. Combining and individual fund and account group statements and schedules.

#### Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the Schedule of Expenditures of Federal Awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a Summary Schedule of Prior Audit Findings and a corrective action plan. The Summary Schedule of Prior Audit Findings should be available for our review (if applicable).

*Record Agenda - 12-14-02*



# Texas Department of Transportation

701 E. MAIN • ATLANTA, TEXAS 75551-2418 • (903) 796-2851

November 21, 2001

Executed Agreement to Contribute Funds  
FM 1002: At Glade Creek  
Upshur County  
ROW CSJ 0647-03-018  
8019-2-013

Honorable Charles L. Still  
Upshur County Judge  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Judge Still:

Attached is the executed Agreement to Contribute Funds on the above project. We are in the process of having appraisals prepared.

Should you have any questions please call me at 903-799-1320.

Sincerely,

*Dan C. Weathersby*  
Dan C. Weathersby  
District R.O.W. Administrator

Attachments

RECEIVED  
NOV 30 2001  
By *[Signature]*

FILED  
FLEXA SYSTEMS  
COUNTY CLERK  
01 DEC 14 AM 9:29  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

**AGREEMENT TO CONTRIBUTE FUNDS - COUNTY**  
(Economically Disadvantaged County Adjustment)

**THE STATE OF TEXAS**

§ County: Upshur

**COUNTY OF TRAVIS**

§ Federal Project No.: N/A

§ ROW CSJ No.: 0647-03-018

ROW Account No: 8019-02-013

Highway: FM 1002

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Upshur County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 14th day of September, 2001, hereinafter called the **County**, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** and the **County** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. FM 1002 with the following project limits: replace bridge at Glade Creek; and

**WHEREAS**, the **County** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project;

**WHEREAS**, the **County** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15 55 for the cost of the said right of way for the proper development and construction of the State Highway System; and

**WHEREAS**, the **County** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission on August 31, 2000 by virtue of Minute Order No. 108290 hereto attached and incorporated into this agreement, approving a fifty three percent (53%) adjustment to the required ten percent (10%) local participation for this project, thereby resulting in a **County** net contribution amount of four and seven tenths percent (4.7%) participation;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **County** shall contribute to the **State** an amount equal to four and seven tenths percent (4.7%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **County**, a warrant or check payable to the Texas Department of Transportation in the amount of Six Hundred Eighty Four Dollars (\$684.00), which represents four and seven tenths percent (4.7%) of Fourteen Thousand Five Hundred Sixty Dollars (\$14,560.00), the estimated total cost of the right of way; however, if it is found that this amount is insufficient to pay the **County's** obligation, then the **County**, upon request of the **State**, will forthwith supplement this amount in such amount as is requested by the **State**. Upon completion of the highway project and in the event the total amount as paid by the **County** is more than four and seven tenths percent (4.7%) of the actual cost of the right of way, any excess amount will be returned to the **County** by the **State**. In the event any existing, future, or proposed **County** court order, rule, policy, or other

directive, including but not limited to those concerning outdoor advertising, are more restrictive than State law, policy, or directive, and thereby result in any increased costs, then the County will pay one hundred percent (100%) of all such increased costs, even if the County qualified as a disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed County court order, rule, policy, or other directive will be determined by the State at its sole discretion. The cost of providing such right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

COMMISSIONERS COURT OF USPHUR COUNTY, TEXAS

BY: Chas. J. Hill  
County Judge

BY: Joe Orme  
Commissioner, Precinct Number 1

BY: Tom Stankle  
Commissioner, Precinct Number 2

BY: [Signature]  
Commissioner, Precinct Number 3

BY: Russell Green  
Commissioner, Precinct Number 4

EXECUTION RECOMMENDED:

Robert H. Kelly  
District Engineer, Atlanta District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: John P. Campbell  
John P. Campbell, P.E.  
Right of Way Division Director

Date: 11/16/2001

A RESOLUTION AUTHORIZING THE UPSHUR COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF UPSHUR COUNTY, TEXAS, AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM

WHEREAS, the Texas Department of Transportation has approved a project for FM 1002 at Glade Creek;

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project, and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 4.7% of the cost of the right of way for the proper development and construction of the State Highway System,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY:

Section 1: That the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Upshur County thereto.

Section 2: It is further resolved that the County Judge is authorized to execute on behalf of Upshur County any supplemental agreements or further modifications to the above referenced agreement.

Section 3: That a copy of said agreement is attached hereto and made a part hereof as if fully set out herein.

Section 4: That this resolution shall become effective immediately upon passage and approval.

MOTION made by Commissioner Rick Jackson and  
SECONDED by Commissioner Russell Green, 2001.

PASSED AND APPROVED this 14th day of September, 2001.

UPSHUR COUNTY COMMISSIONERS' COURT:

Chad Z. Still  
COUNTY JUDGE

Joe Orum  
COMMISSIONER - PRECINCT NO. 1

Tom Stank  
COMMISSIONER - PRECINCT NO. 2

[Signature]  
COMMISSIONER - PRECINCT NO. 3

Russell Green  
COMMISSIONER - PRECINCT NO. 4



ATTEST:

Reynold Shaw  
COUNTY CLERK, UPSHUR COUNTY

STATE OF TEXAS                    §  
   §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF UPSHUR               §

THIS WRITTEN DOCUMENT IS A CONTRACT FOR LEASE, which Contract was entered into on the 12 day of Oct., 2001, by and between DeBerry Butane & Gas Company and GASTON DEBERRY III, individually and as president of DeBerry Butane & Gas Company and as attorney in fact for Rita DeBerry, hereinafter referred as "Lessor," and UPSHUR COUNTY, hereinafter referred to as "Lessee."

The said Lessee desires to lease space on that certain radio tower owned by the Lessor Corporation situated on real property owned by the individual Lessors which is located at or near the SE corner of the intersection of U.S. Highway 259 and Texas Farm to Market Road 450 in the city of Ore City, Texas, for the purpose of installing a 20' omni-directional antenna, to be mounted as high as reasonably possible on the tower without interfering with Lessor's existing equipment and use. An appropriate length of 7/8" coax cable would be installed as required, and UHF transmitter (450-470 MHz) of approximately the size of a car radio would be maintained in the corporate Lessor's office, located near the tower. The purpose of this installation is to receive VHF signals from mobile units belonging to the Upshur County Sheriff's Office, and re-transmit them as UHF signals, to allow mobile units to communicate with the Sheriff's Office dispatcher from areas in Upshur County which are presently "dead spots."

It is agreed by all parties that the rent for the leased premises, as described in the preceding paragraph, shall be established at a rate of \$1.00 per year, payable upon signing of this contract.

The term of this Lease shall be from October 1, 2001 to September 30, 2002. Any termination or cancellation of this Lease shall require 30 days' advance notice, in writing, to the other party, at the address(es) printed herein. This Lease shall be automatically renewed each year upon payment of the annual rent as agreed herein.

unless written notice of cancellation is received no later than August 31.

Any disputes which may arise shall be freely discussed between the parties to this lease, in an attempt to reach agreement, which shall be memorialized in writing and signed by all parties. Modification of this agreement based upon reasonable requests shall not be arbitrarily or unreasonably withheld.

Lessee agrees to hold Lessor harmless from any damage to Lessee's equipment which is not caused by the deliberate act of the Lessor, his agents or employees.

This is the complete agreement between the parties. No other agreement or warranty is expressed or implied.

This agreement was executed on the 12 day of October, 2001.

LESSOR:

LESSEE:

UPSHUR COUNTY, by:

Gaston DeBerry III  
DeBerry Butane & Gas Co.  
Gaston DeBerry, President  
P.O. Box 10  
Ore City, Texas 75683  
And Gaston DeBerry III, as  
attorney in fact for Rita DeBerry,  
And Gaston DeBerry III, Individually.

Charles L. Still  
Charles L. Still, County Judge  
P.O. Box 790  
Gilmer, Texas 75644

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

FROM :

VOL 10 PG 894

PHONE NO. : 903 636 4349

Dec. 04 2001 02:32PM P2/2

*Labelled*

# SONITROL

Interface Security Systems L.L.C.  
401 North Fifth Street  
Longview, Texas 75601  
(903) 757-5500  
FAX (903) 758-1423  
800-753-1546

**UPSHUR COUNTY  
JP 3  
SECURITY SYSTEM**

EQUIPMENT LIST

- 1\* FIRST ALERT 148C CONTROL PANEL
- 1\* FIRST ALERT 568 KEYPAD
- 3\* MAGNETIC DOOR CONTACTS
- 2\* MAGNETIC WINDOW CONTACTS
- 1\* WAVE2 INTERIOR SOUNDER

OPTIONS

PURCHASE

EQUIPMENT AND INSTALLATION: \$878.00  
MONTHLY MONITORING: \$25.00

LEASE

EQUIPMENT AND INSTALLATION: \$199.00  
MONTHLY MONITORING: \$35.00

**FIVE YEAR CONTRACT. AT THE END OF THE FIVE YEARS THE EQUIPMENT BECOMES THE PROPERTY OF UPSHUR COUNTY WITH NO ADDITIONAL PAYMENT. MAINTENANCE IS INCLUDED.**

ADDITIONAL

- 3\* WIRELESS TRANSMITTERS
- 1\* WIRELESS RECEIVER

EQUIPMENT AND INSTALLATION: \$291.00

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UPSHUR COUNTY, TX  
CLERK

VOL 60 PG 895



tyco

Fire & Security

ADT

Mike Felker  
Security Consultant  
Small Business Division

ADT Security Services, Inc  
715 North Second Street  
Longview TX 75001

Tele: 903 753 5000  
Mobile: 903 462 5843  
Fax: 903 753 3330

# QUOTATION

REP REPRESENTATIVE: Jim Griswold Fax: 843-2032  
 COMPANY: Sheriff Office office: 843-2541  
 ADDRESS: 2498 W. Upshur Ave. (Judge Perry)  
 CITY: Gladewater, TX 75647 903-844-8254  
 STATE: ZIP: AREA CODE/PHONE: EXT:

Type of system: Pro 3000

QTY.	PROTECTION EQUIPMENT	LOCATION
1	BA-Pro 3000 (control panel, key pad, indoor sounder, 3-door contacts, 1-motion sensor)	
2	glass breaks (two offices w/windows)	
3	hold-up buttons	

Sub: \$624.00  
 Tax: (no tax)  
 Total: \$624.00  
 (six hundred twenty-four dollars)

monthly monitoring \$30.99

Above price includes listed equipment and labor to install listed equipment. Any questions please call me anytime at: 452-9643 cell number. Thank you for your time and consideration.

Mike Felker  
ADT Security

The installation includes a low voltage wiring, hardware and accessories necessary for a complete and operational alarm system except as noted above

Quotation valid for thirty (30) days from this date.  
 Michael E. Felker 12-4-01  
 Michael E. Felker  
 Security Representative

INSTALLATION	N/A
MONTHLY SERVICE	N/A
TELEPHONE LINE CHARGE	N/A
TOTAL MONTHLY SERVICE	N/A

VOL 60 PG 896

**Guardian Security Services**

December 6, 2001

Sheriff Anthony Betterton  
Upshur County Sheriff  
Gilmer, Texas 75644

Dear Sheriff Betterton,

Thank you for the opportunity to assist Upshur County with your security needs. Your metal detector has been upgraded by adding a wheel kit.

In reply to your request to add one zone to the security system at the courthouse. The following prices are applicable for the upgrade. One zone upgrade \$500.00, two zones upgrade \$750.00, three zones upgrade \$1,000.00, four zones upgrade \$1250.00, five zones upgrade \$1,500.00, six zones upgrade \$1,750.00, seven zones upgrade \$2,000.00, and eight zones upgrade \$2,250.00. Each zone upgrade will have one panic button free. Each additional panic button will cost \$95.00.

Thank you again for your purchase

Sincerely,



C. Ray Dunn  
CEO

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REX A SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

5121 69<sup>th</sup> Street, Suite B-2  
PO Box 64064  
Lubbock, Texas 79464  
Page 1

Tel 800-658-2054  
Fax 800-687-2774  
e-mail [ray.dunn@att.net](mailto:ray.dunn@att.net)  
Total Pages 1

**FIRST NATIONAL BANK**

P O. Box 520 ~ 201 North Wood Street ~ Gilmer, TX 75644  
Phone (903) 843-4100 ~ Fax (903) 843-4129

*Frank Breazeale*  
President and CEO

December 4, 2001

Upshur County Commissioners Court  
P. O. Box 730  
Gilmer, Texas 75644

Attention: Myra Harris

Dear Mrs. Harris,

In response to your request, this letter will acknowledge First National Bank Board of Director approval of the depository contract between Upshur County and First National Bank on August 14, 2001. The minutes of this corporation accurately reflect that action by the board of directors.

Sincerely,

*Frank Breazeale*  
Frank Breazeale

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REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY, TEXAS

DEPOSITORY CONTRACT

WHEREAS, the Commissioners' Court of Upshur County, Texas has published notices asking that sealed bids be submitted preparatory to the selection by the Commissioners' Court of a County Depository, as is required by law. Said notice stating, among other things, that the Depository thus to be selected by the Commissioners' Court should be the Depository for County funds, money collected and held by any district, county or precinct officer and funds belonging to any district or other municipal subdivision not selecting its own depository, as required under Paragraph (a) of Article 2549, and that the amount of such monies for which the depository should furnish security are approximately:

Funds belonging to Upshur County, which shall also cover the funds deposited by all offices of the County, \$10,220,000. (This includes Permanent and Available School Funds, Trust and Agency Funds in the County and District Clerk Offices for investments.)

WHEREAS, First National Bank of Gilmer, Texas a national banking corporation domiciled in the City of Gilmer, Upshur County, Texas submitted its written bid in response to said notice, which was received by said Commissioners' Court and entered upon its Minutes; and said Commissioners' Court by this order has accepted the bid of First National Bank, and on July 31, 2001, designated said First National Bank as County Depository and as the Depository for the funds hereinabove mentioned and

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COUNTY CLERK  
01 DEC 12 AM 9:28  
UPSHUR COUNTY TX.  
BY \_\_\_\_\_  
CLERK

WHEREAS, said First National Bank, which for brevity is hereinafter sometimes referred to as Bank and sometimes as Depository, hereby accepts said designation as the depository for the public funds hereinabove mentioned and agrees to serve as such until sixty (60) days after the time fixed by law for the next selection of a depository, which statutory time is presently May, 2003, or until such time as a new bank has qualified as County Depository, whichever should sooner occur. First National Bank desires to qualify as such depository by pledging, with the Commissioners' Court, securities in the amount provided by law under Article 2547 (c), but limited to United States Government bonds, notes, and bills, United States Agencies, Federal Housing Authority bonds, Farmer's Home Administration notes, Federal National Mortgage Association bonds, and Municipal Securities bearing Moody's A or better rating. Such securities so pledged shall be deposited in Trust with TIB Independent Bankers Bank without expense to the County under an appropriate contract to be drawn conformably to the requirements of the Depository Law and in accordance with this contract. The amount of securities so pledged shall be determined by their market value.

NOW, THEREFORE, in consideration of the premises, and for the purposes and upon the conditions herein stated, First National Bank does hereby assign to and pledge with Upshur County and the Commissioners' Court thereof security as follows:

See attached schedules of securities, said securities being of the kind and character authorized to be thus pledged by paragraph (c) of article 2547 of the Revised Civil Statutes of Texas as amended by the Legislature of said State, but limit to the kind and character stated herein.

VOL 60 PG 900

First National Bank as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by such Depository and accounted for according to law; that with respect to the funds belonging to the County, or under its jurisdiction and control, it will pay upon presentation all checks and drafts drawn on said Depository by the County Treasurer of said County, when sufficient funds are on deposit therewith. When the securities pledged hereunder shall be in excess of the amount required under the provisions of Article 2547 and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase beyond the amount of security provided, said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository contract. The Bank shall have the right of substituting other securities for those herewith pledged, or any part thereof, provided the securities substituted meet the requirements of the law and this contract and are approved by the Commissioners' Court. The pledge of securities therein mentioned is for the purpose of securing the faithful performance by said Bank of its duties as Depository as herein set forth. A monthly statement listing securities and their market value shall be submitted to the County Treasurer upon request.

In keeping with the bid proposal filed by the Bank with the Commissioners' Court, the Bank agrees to pay interest on "Demand Deposits"/Transaction Accounts of the County. To the extent permitted by applicable laws and regulations, on any Demand Deposit/Transaction account with a balance of \$100,000.00 or less, but more than \$10.00, interest will be paid at a fixed rate of 3.5% and a variable rate of Posted Rate plus .30% for Now Accounts, Super Now Accounts, and Money Market Accounts. Although the Bank plans to pay the rates as indicated, we reserve the right not to be contractually obligated to accept these rates for more than thirty (30) days. Should banking regulations permit obligation during the life of this contract, we will be so bound.

Bank Statements and Interest will be computed and paid the last day of each month. The Bank reserves the right to require seven (7) days notice prior to withdrawal or transfer of funds from these "Demand Deposits"/Transaction accounts. The Bank also agrees to pay interest on "Time Deposits". To the extent permitted by applicable laws and regulations, interest on each time deposit will be paid at the following per annum rates, computed on the basis of a three hundred sixty five (365) day year and paid to the County on any schedule specified by the County so long as the method specified is permitted under applicable laws and regulations:

DEPOSITORY BANK CERTIFICATES OF DEPOSIT

FIXED RATE:

TERM (Days)	\$100,000 OR MORE	LESS THAN \$100,000
7 - 29	3.50%	3.50%
30 - 59	3.75%	3.75%
60 - 89	4.00%	4.00%
90 - 179	4.15%	4.15%
180 - 364	4.25%	4.25%
365+	4.50%	4.50%

VARIABLE RATE (Most recent auction of the six month Treasury Bill):

TERM (Days)	\$100,000 OR MORE	LESS THAN \$100,000
7 - 29	3 Month T-Bill Rate	3 Month T-Bill Rate
30 - 59	3 Month T-Bill Rate	3 Month T-Bill Rate
60 - 89	3 Month T-Bill Rate	3 Month T-Bill Rate
90 - 179	6 Month T-Bill Rate	6 Month T-Bill Rate
180 - 364	CMT YIELD	CMT YIELD
365+	CMT YIELD	CMT YIELD

Interest will be based on floating interest rate of daily published auction rate of the U.S. Treasury Bill plus basis points as stated with a floor of 3 Month T-Bill Rate on amounts under \$100,000 and a floor of 3 Month T-Bill Rate on amounts over \$100,000. If the County elects to name the Bank as paying agent on County bonds, the Bank agrees to serve as paying agent on such bonds and interest coupons without charge.

The Bank will handle any and all deficiency warrants as may be issued by Upshur County, when presented to said Bank for payment, until the date payment is made by the Treasurer of Upshur County. County indebtedness may be transferred, at no additional charge, to designated Depository with interest charged at Prime Rate as published in the WALL STREET JOURNAL. Interest rates on new borrowing will be WALL STREET JOURNAL PRIME minus 2.35% as of the date of the loan.

Services rendered by the Bank, as required by the County, shall be provided at no charge for service charges on checking accounts, including stop payments, bank statements, checks (this does not include multipart checks or computer processing checks); deposit slips; deposit books; night depository services; Safe Deposit Boxes of adequate size and number in a bank in Gilmer; Wire Transfer services; Courier Services; coin counting and wrapping of all change and currency wrappers; bags and keys; and Cashiers Checks. First National Bank will not furnish optical imaging for checks and deposit slips and will not charge for accounts overdrawn for short periods of time. Should Upshur County consider accepting Visa and Mastercard for payment, there will be no charge to Upshur County. The Depository bank will credit all cash, check, money orders, etc., directly to the account of Upshur County on the day of deposit by Upshur County and will provide Direct Deposit Payroll service for Upshur County's employees.

The Commissioners' Court reserves the right to direct the County Treasurer to withdraw any amount of funds of the county that are deposited in the County Depository and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States.

IF First National Bank shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository of Upshur County, and shall upon presentation pay checks drawn on it by the County Treasurer of Upshur County, Texas on "Demand Deposits"/Transaction Accounts in such Depository, and shall faithfully keep said County funds, and accounts in such Depository, and shall account for same according to law, and account for all funds belonging to the County which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include state funds collected, and shall pay the interest at the rate hereinabove stipulated on "Time Deposits and Demand Deposits", and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value coming into its hands as Depository, then and in that event this Contract is to be and becomes null and void and the securities above shall be returned to the pledgor. Should Bank default in the payment of any checks properly drawn upon it, or default in the payment of any "Time Deposit", "Demand Deposit", or any other account upon proper presentation, providing such account or accounts be not overdrawn, or otherwise default in the performance of any obligation or duty of the Bank under Texas Statutory law or under the terms of the Depository Contract, then, in such event, County shall have all the rights and duties of a "secured creditor" under Chapter 9 of the Business and Commerce Code of Texas Civil Statutes and any other rights it may have under law.

Any suit arising out of or in any way connected with this Contract shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

FURTHERMORE, the pledge of the securities thereunder shall extend to cover and secure all funds of governmental agencies authorized by law to be collected by the County Tax Collector, which he may collect and deposit as authorized by law with the Bank as County Depository.

Upshur County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Upshur County. The Depository Bank must be able to provide the necessary wire transfer service and third party safe-keeping of outside purchases of securities by Upshur County either at the Depository Bank, or a Third Party Financial Institution, or with a Federal Reserve Bank. All investment purchases of Government securities shall be made on a delivery versus payment basis.

IN TESTIMONY WHEREOF, witness the signature of First National Bank of Gilmer, Texas on this the 11<sup>th</sup> day of December, 2001, acting by and through its officers, who are hereunto duly authorized by resolution of the Bank's Board of Directors, and of Upshur County, acting by and through its Commissioners' Court, and pursuant to order of said Commissioners' Court dated the 31st day of July, 2001.

FIRST NATIONAL BANK

ATTEST:

Frank Breuninger  
PRESIDENT

Muriel Lechart  
ASST. VICE PRESIDENT

(SEAL)

UPSHUR COUNTY

Charles L. Still  
COUNTY JUDGE

Rex Shaw  
COUNTY CLERK

Joe Orms  
COMMISSIONER, PRECINCT NO. 1

Sam Stank  
COMMISSIONER, PRECINCT NO. 2

W.H.  
COMMISSIONER, PRECINCT NO. 3

Russell Brown  
COMMISSIONER, PRECINCT NO. 4

(SEAL)



FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 14 PM 3:56  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**American State Bank**  
P.O. Box 267  
402 Cypress  
Abilene, TX 79604-0267  
(915) 794-1000

**DATE: December 3, 2001**

**IRREVOCABLE STANDBY LETTER  
OF CREDIT NO. 3388473**

**For Account of:**  
(Name and address of Applicant)  
Spade Ranches Ltd, a Texas Limited Partnership  
P O Box 2763  
Lubbock, TX 79408-2763

**To Beneficiary:**  
(Name and address)  
Upshur County  
c/o Pam Long, Upshur County Auditor  
P O Box 730  
Gilmer, TX 75644-0730

**Up to Aggregate Amount of: \$177,120.00**

**Expiration Date: November 30, 2002**

Gentlemen

We hereby establish our Irrevocable Standby Letter of Credit in your favor as Beneficiary which is available by negotiation of your sight draft drawn on us marked "Drawn under American State Bank, Abilene, Texas, Irrevocable Standby Letter of Credit No. 3388473 dated December 3, 2001," accompanied by this original Letter of Credit along with the following documents:

- (1) A statement purportedly signed by an officer or authorized agent of Upshur County, stating: "We hereby certify that the amount drawn under this Letter of Credit represents monies owed to Upshur County, which is in default under the terms of an agreement by and between Upshur County and Spade Ranches Ltd., as evidenced by lease agreement/invoices."
- (2) Copy of lease agreement/invoices that are delinquent in excess of thirty (30) days.

This credit is subject to and governed by the Laws of Texas.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit

Very truly yours,

AMERICAN STATE BANK

*W.R. Collier*  
By W.R. Collier  
Title: C.E.O

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 14 PM 3:13  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

VOL 60 PG 908

Wm. J. "Dub" WALDRIP  
President  
and  
Chief Executive Officer

LEFT  SIDE  
SINCE 1889

# SPADE RANCHES

P.O. Box 2763  
Lubbock, Texas 79406  
806-785-6136

December 5, 2001

Hon. Charles L. Still  
County Judge  
P.O. Box 790  
Gilmer, TX 75644-0790

Dear Judge Still:

We sincerely appreciate the confidence placed in us by the decision to award us the lease on the School Land in Throckmorton and Baylor counties, and we surely plan to be a satisfactory tenant.

Our bank, American State, has assured me that the letter of credit is in the mail. Enclosed is a completed copy of the sample lease received in the bid packet so that perhaps any questions or corrections may be cleared up more easily.

Sincerely,



Wm. J. Waldrip

WJW:cb

FILED  
REX A. STANTON  
COUNTY CLERK  
01 DEC 14 AM 11:29  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

LEASE OF UPSHUR COUNTY SCHOOL LAND  
IN THROCKMORTON & BAYLOR COUNTIES, TEXAS

THIS LEASE is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between UPSHUR COUNTY, a political subdivision of the State of Texas, (hereinafter referred to as "Lessor"), by and through Honorable Charles Still, County Judge, pursuant to Article 7, Section 6, of the Texas Constitution, and Spade Ranches, Ltd., hereinafter referred to as "Lessee").

1.

DESCRIPTION OF LAND LEASED

Upshur County, Texas, Lessor for and in consideration of the terms and conditions herein set out, does hereby lease to Lessee all of the following described real property in Throckmorton & Baylor Counties, Texas, (hereinafter referred to as the "Leased Premises"), subject to the exceptions set forth below.

UPSHUR COUNTY SCHOOL LAND

Being 9,847 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton and Baylor Counties, Texas, granted by the State of Texas to the Commissioner's Court of Upshur County, by Patent No. 772, Vol. 12, A567, and to which patent and the record thereof in the general land office in Austin, Texas, reference is herein made for further description and field notes of said land.

AND

Being 7,865 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton County, Texas, granted by the State of Texas to the Commissioner's Court of Upshur County, by Patent No. 494, Vol. 11, and to which patent and the record thereof in the general land office in Austin, Texas, reference is herein made for further description and field notes of said land.

SAVE AND EXCEPT the Lessor reserves to itself all of the oil, gas, and other minerals in,

VOL 120 PG 910

under and that may be produced from the above property. This lease is expressly made subject to all existing and future valid mineral leases and pipeline easements; and, this lease shall be subject to the rights of pipeline companies and owners of mineral leases, and the right of Lessor, any of its officers or agents, to enter upon said land to explore, develop, produce, and remove minerals, or for any other purposes. Lessee shall be directly compensated by the owners of all existing and future valid mineral leases and pipeline easements for any and all monetary or property damage which Lessee sustains, either directly or indirectly, from the operations of the mineral lease and/or the pipeline easements, on the above described property. Furthermore, the Lessee may charge a reasonable sum for the use of surface water by the mineral estate, such reasonableness to be determined by the Commissioners Court of Upshur County, Texas.

Lessor makes no guaranteed provision to Lessee for access to the above described tracts. Any provisions for said access are sole responsibility of Lessee, who agrees to hold Lessor harmless for any failure to secure access to said tracts, including but not limited to ingress and egress.

2.

TERM

The term of said lease of the above described premises shall be for a period of 5 years, beginning on the 1<sup>st</sup> day of June 2002, and ending on the 31 day of May, 2007. Lessor may consider grants to Lessee an option to extend this lease for a period of 5 Years, and if Lessee chooses to exercise this option, Lessor may increase the rental set out herein in an amount not to exceed twenty (20%) per cent.

3.

PAYMENT OF RENTAL

2

In consideration for the lease of the above described premises for grazing and hunting purposes, the Lessee agrees to pay a total rental of 10 Dollars per acre, <sup>Per Yr.</sup> the Lessee agrees to pay a total rental of 50<sup>00</sup> Dollars per acre, for a total rental consideration of 885,600 which shall be payable in annual installments of 177,120 each, the first of which annual installment is due upon the execution of this lease by the Lessee, and the receipt of which is hereby acknowledged by Lessor. The remaining annual installments shall each be due on or before the 15<sup>th</sup>? day of May? of each and every year of the term of this lease. In the event that any installment is not made on or before the date it is due, the Commissioners Court of Upshur County, Texas, may, at its option, upon written notice to the Lessee, charge an additional fifteen (15%) per cent of the amount of the annual installment or portion thereof, not timely paid, and an additional five (5%) per cent per month for each full calendar month during which an annual installment or any portion thereof remains unpaid; provided, however, that the acceptance of a late rental payment by the Lessor shall not be deemed to be a waiver of the Lessor's right to timely payment of future rentals.

The Lessee agrees to provide the Lessor with an irrevocable letter of credit in an amount equal to the yearly rental payment as provided in this section of this agreement. The irrevocable Letter of Credit will be made payable to the Lessor in the entire amount; or in an amount equal to that portion of the Lessee's rental payment which is in default, in the event that the Lessee fails to make a yearly rental payment as provided in this section of this Lease. In the event that the Lessor must invoke the Lessee's Letter of Credit, the Lessor, at its option, may either terminate this lease or require the Lessee to establish an additional irrevocable Letter of Credit in an amount equal to the yearly rental payment required under this Section of this lease.

4.

LAND IMPROVEMENT PLAN

Lessee will conduct visible management practices to improve the land during the lease, at a cost to Lessee of at least 3<sup>00</sup> per acre per annum. These practices may include fencing or fencing repair, soil erosion control, weed and brush control, water impoundments, and other improvements deemed necessary by the Lessee or the designated site inspector, including but not limited to range management protection for the area.

The site inspector, with the cooperation of the Lessee, will develop individual management plans for each tract of land during the first year of this lease, and the site inspector will have total access to all lands in question.

Annually, if there is a question of changing land use classification, the Lessee will make the request to the site inspector and provide managing reasons for the change, prior to any changes being made. The site inspector, after consulting with local agriculture authorities, such as the County Extension Agent, the Farm Service Agency, or the Natural Resource Conservator Service, will make a recommendation to the Upshur County Commissioners Court, who will have the final decision.

The total value of land improvements will be determined by cash receipts and/or usual and customary charges for various management practices.

Lessee shall maintain all existing roads and any new roads constructed by Lessee in a good and workmanlike manner.

5.

IMPROVEMENTS

It shall be a condition of this lease that any permanent improvements which are made upon

4

the above described premises during the term of this lease shall remain upon the premises and become a part of the realty, and upon the termination or expiration of this lease, such improvements shall remain on the premises and belong to the Lessor without the right of compensation to the Lessee.

6.

RANGE MANAGEMENT

Lessee shall use said premises for grazing, farming and hunting purposes only during the term of this lease in accordance with prudent range management practices, and shall not commit or permit to be committed any waste or injury to said premises or improvements located thereon, during the term of this lease. At any time during the term of this lease, if the Lessee does not in good faith undertake the Land Improvement Plan outlined in this contract and diligently pursue the same to completion, the Lessor, at its option, after giving thirty (30) days written notice to Lessee, shall have the right to terminate this lease. Termination of the lease under this provision shall not entitle the Lessee to a pro rata refund of any excess rental payment which may have already been paid by the Lessee. As used in this paragraph, the term "contract" includes this Lease Agreement and all the terms, provisions, conditions and specifications set forth herein.

RIGHT OF ENTRY AND INSPECTION

The Lessee shall provide an independent monitor to oversee the Land Improvement Plan outlined in this Lease Agreement, if the Lessor so directs the Lessee by letter. The Upshur County Commissioners Court shall approve the selection of any Independent Monitor. Additionally, the Monitor, if appointed, shall inform the Court through annual reports as to the progress and status of the Land Improvement Plan, as well as make reports to the Upshur County Commissioners Court

VOL 60 PG 9/4

after each visit by said monitor. The Lessee shall bear the total cost of the Land Improvement Plan. The Lessee shall pay the monitor, if appointed, a reasonable fee set by Lessor and costs incurred by said monitor not to exceed \$1,000.00 per year. Lessee will be billed for said cost by Lessor. The Lessor, by and through any member of the Commissioners Court, may enter onto said premises at any time for the purposes of inspecting the premises.

8.

GRAZING, FARMING, AND HUNTING RIGHTS ONLY

By this lease, the Lessor grants Lessee the right to use the leased premises for grazing, farming and hunting purposes only.

9.

CONDITION OF PREMISES

Lessee accepts the above described premises in the condition in which it exists at the date of execution and delivery of this lease.

10.

SUBLEASE OR ASSIGNMENT

The Lessee shall not sublease or assign the entirety or any portion of the above described premises without receiving prior written approval of the Commissioners Court of Upshur County, Texas. Failure of the Lessor to obtain such approval shall constitute a default of the stated conditions set forth in this paragraph. Approved subleasing or assignment shall be made on a cash basis.

11.

DEFAULT

A. The Lessee shall be in default of this lease if the Lessee:

1. Fails to timely make rental payments in accordance with this lease;
2. Fails to meet any of its other obligations under this lease in accordance with the terms and conditions of this lease;
3. Loses possession of the premises by reason of receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever; or
4. Files for protection under bankruptcy provisions of the law.

B. If the Lessee should fail to make timely rental payments, or if the Lessee remains in default under any other condition or provision of this lease for a period of thirty (30) days after written notice from the Lessor in accordance with the terms of this Lease Agreement, or should any person other than the Lessee secure possession of the premises or any part thereof by reason of any receivership, bankruptcy proceedings, or other operations of law in any manner whatsoever, or should the Lessee file for protection under bankruptcy, the Lessor may, at its option, without notice to the Lessee, terminate this lease; or, in the alternative, the Lessor may reenter and take possession of said premises and remove persons and property therefrom without being deemed guilty of any manner of trespass, and Lessor may relet the premises or any part thereof for all or any part of the remainder of the lease term to a party satisfactory to the Lessor for such rental as the Lessor may, with reasonable diligence, be able to secure. Should the Lessor be unable to relet the premises after reasonable efforts to do so, or should such rental be less than the rental the Lessee was obligated to pay under this lease, then the Lessee shall pay to the Lessor the amount of such deficiency, plus the expenses of reletting the premises.

C. In the event of any termination of this lease or reentry by the Lessor under the terms of this section, the Lessee shall not be entitled to any return of any portion of any previously paid

rental payment; provided, however, that any unearned rental payment shall be credited toward the amount of any deficiency required to be paid by the Lessee under the terms of this section.

D. It is expressly understood and agreed that in the event of default by the Lessee under the terms of this section or under any other provision of this lease, the Lessor shall have a lien upon all goods, chattel, or personal property of any character, kind, or description belonging to the Lessee which are placed on or become a part of the Leased premises as security for rent due and rent to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect Statutory Lessor's lien given by law, which shall be cumulative thereto.

12.

RIGHTS AND REMEDIES

All rights and remedies of the Lessor under this lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

13.

RELATIONSHIP OF PARTIES

This lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without the other's written consent.

14.

INDEMNITY

A. The Lessee agrees and covenants to completely indemnify and hold harmless Lessor against any and all claims, demands, costs, and expenses, including reasonable attorney's fees for the defense thereof, for damage or injury to any person or persons and for damage to or loss of any

property arising directly or indirectly in whole or in part from the intentional or negligent acts or omissions of the Lessee, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises including, but not limited to, the conduct or management of the Lessee's business or his use of the above described leased premises.

B. In the event any action or proceeding is brought against the Lessor by reason of any demands, damages, costs, or expenses arising under those circumstances described in paragraph A above, the Lessee further agrees and covenants to defend the action or proceeding by legal action acceptable to the Lessor. The Lessee shall give the Lessor notice of said action or proceeding as provided in Article 16 of this Lease Agreement.

C. The Lessee shall carry liability insurance sufficient to cover the liability of the Lessee under paragraphs A and B of this section. Before execution of this Lease Agreement, the Lessee shall provide a certificate or certificates of insurance evidencing the insurance coverage. Said insurance shall run for a term of one (1) year and shall be renewed throughout the term of this lease. In the event the insurance evidenced by said certificate or certificates is canceled for any reason, the Lessee shall provide the Lessor notice of said cancellation within thirty (30) days after the Lessee receives notice of said cancellation and within thirty(30) days after receiving notice of said cancellation, the Lessee shall provide the Lessor with a new certificate or certificates of Insurance evidencing the insurance coverage. Failure to maintain the insurance required by this paragraph in accordance with the terms, conditions and provisions set forth herein shall constitute default by lessee; and in the event of such default, the Lessor shall be entitled to any and all rights and remedies allowed under Texas Law (case law, statutory law or regulations, and any and all rights and remedies allowed under this Lease Agreement.

VOL 100 PG 918

D. . The insurance coverage required in paragraph C of this section shall not be the exclusive remedy for Lessor to recover for any liability incurred by the Lessee pursuant to paragraphs A and B of this Section. In the event the insurance policies purchased by Lessee, pursuant to paragraph C of this section, do not cover liability incurred by the Lessee under paragraph A or paragraph B of this section, or, in the event said policies are not in effect for any reason at the time Lessee incurs such liability, the Lessor shall be entitled to any and all rights and remedies allowed under Texas law (statutory law, case law, regulations, or ordinances), including, but not limited to, any and all rights and remedies provided by other insurance policies covering Lessee, which are heretofore or hereafter in effect, as well as any and all assets of Lessee necessary to cover such liability. Notwithstanding the requirements for insurance coverage set forth in paragraph C of this section, Lessee shall be liable for and shall indemnify Upshur County for any and all damages, personal injuries, or losses, as prescribed in paragraphs A and B of this section, whether or not Lessee carries insurance to cover said damages, personal injuries or losses.

15.

#### ASSIGNMENT BY LESSOR

The Lessor is expressly given the right to assign any or all of its interests under the terms of this Lease. The Lessor expressly reserves the right, during the term of this lease, to convey any or all of its rights, title, or interests in or to the leased premises by deed or otherwise; provided, however, that any such conveyance shall be subject to the terms and conditions of this agreement.

16.

10

NOTICE

- A. All notices sent to Lessor or Lessee pursuant to this agreement shall be hand-delivered or given by registered or certified mail, postage prepaid, return receipt requested, and addressed to the proper party at the following addresses:

Lessor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lessee:

Spade Ranches, Ltd

P.O. Box 2763

Lubbock, TX 79408

- B. Either the Lessor or the Lessee may change its above designated address by giving notice as provided in this section.
- C. Notice sent by registered or certified mail shall be deemed effective three (3) days after deposit at a U.S. Post Office or in a U. S. Mailbox. Written notice hand-delivered, shall be effective immediately.

17.

APPLICABLE LAW

This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas.

18.

VENUE

All obligations of the parties created by virtue of this Lease Agreement are fully performable in Upshur County, Texas; and, venue for any dispute arising out of this Lease Agreement shall be in Upshur County, Texas.

11

19.

SEVERABILITY

In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, by a Court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20.

VACATING PREMISES AT EXPIRATION

At the expiration of this Lease, the Lessee shall promptly and peaceably vacate the whole of said premises, and shall remove all livestock of every character and description belonging to the Lessee, and shall surrender possession of said premises to the Lessor in as good a condition as it is in at present, except for normal wear and tear.

21.

BREACH

If Lessee fails to meet its obligations under this agreement, Lessee shall be deemed to be in breach of this agreement; and, in the event of such breach, Upshur County shall be entitled to any and all rights and remedies allowed under Texas law (case law, statutory law, regulations, or local ordinances). The County's waiver of a breach of this Agreement shall not be a continuing waiver of such breach or of any such subsequent breach.

EXECUTED in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

LESSOR:

LESSEE:

Upshur County, Texas

\_\_\_\_\_  
By CHARLES STILL  
County Judge

\_\_\_\_\_  
BY:

THE STATE OF TEXAS

COUNTY OF UPSHUR

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Charles Still in his capacity as County Judge of Upshur County, Texas

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Lessor, \_\_\_\_\_

VOL 100 PG 922

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By Lessor \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Joey Orms in his capacity as County Commissioner, Precinct One, Upshur County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Tommy Stanley in his capacity as County Commissioner, Precinct Two, Upshur

County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Rick Jackson in his capacity as County Commissioner, Precinct Three, Upshur County,  
Texas.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

- THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Russell Green in his capacity as County Commissioner, Precinct Four, Upshur County,  
Texas.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

VOL 100 PG 924



Governmental  
Consultants &  
Planners

December 4, 2001

Funding Research

The Honorable Charles L. Still  
County Judge  
Upshur County  
P.O. Box 790  
Gilmer, Texas 75644

Application Preparation

Grant Procurements

Attn: Leanda Kellar

Government Liaison

RE: TDHCA Contract No. 721017 - Disaster TCDP Grant

Grant Administration

Dear Judge Still.

Financial Management

Please put the following on the agenda for Commissioners Court meeting  
scheduled December 14, 2001:

"Resolution - Authorize signators for the TCDP Contract #721017"

Community Development

The County will need to pass the enclosed Resolution, at the December 14,  
2001 Commissioners Court meeting. The Resolution designates three (3)  
persons to be authorized to sign the forms to draw funds. Included are two  
(2) copies of the Resolution. Please have original signatures on each copy  
of the Resolution, as well as on each of the two (2) copies (also enclosed) of  
the Depository/Authorized Signators Designation Form.

Economic Development

Housing Programs

Serving Political  
Subdivisions  
Throughout Texas

Please return the forms to me as soon as possible. I will then forward  
this documentation to the Texas Department of Housing and Community  
Affairs.

Feel free to call me should you have any questions regarding this matter.

**TYLER**  
201 Cambridge Road  
PO Box 7035  
Tyler, Texas 75711-7035  
903 • 581 • 0500  
Fax 903 • 581 • 4245  
www.grtraylor.com

Sincerely,

*Diann Brown/24*

Diann Brown  
Project Manager

**LAMESA**  
Broken Bell Building  
1409 Lubbock Hwy • Suite 3  
Lamesa, Texas 79331  
806 • 872 • 0870  
Fax 806 • 872 • 3841

Enclosures: Signators Designation Form (2 copies)  
Resolution (2 copies)

D10A-D30

FILED  
TEXAS  
COUNTY  
CLERK  
NOV 29 2001  
11:50 AM  
TYLER

RECEIVED  
DEC 6 2001  
By *[Signature]*

RESOLUTION

VOL 60 PG 925

WHEREAS, the Texas Community Development Program Implementation Manual requires that the recipient organization shall provide authorized signators for the State of Texas Purchase Voucher and the Request for Payment; and

WHEREAS, the recipient organization, being Upshur County, Texas, has met this requirement by the passing of a Resolution of the Commissioners Court, which Resolution delegates the persons listed below with the authority to sign the Depository/Authorized Signators Designation Form for TCDP Contract No. 721017.

NOW THEREFORE, be it resolved that;

Charles L. Still, County Judge  
Typed Name/Title

*Charles L. Still*  
Signature

Myra Harris, County Treasurer  
Typed Name/Title

*Myra Harris, County Treasurer*  
Signature

Pam Long, County Auditor  
Typed Name/Title

*Pam Long*  
Signature

have been designated as authorized signators by the Commissioners Court of Upshur County, Texas.

Passed and approved the 14th day of December, 2001.



*Charles L. Still*  
Charles L. Still, County Judge

*Rex Shaw*  
Rex Shaw, County Clerk

FILED  
REX A SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:28  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

TEXAS COMMUNITY DEVELOPMENT PROGRAM  
DEPOSITORY/AUTHORIZED SIGNATORS DESIGNATION FORM

Contractor Upshur County TCDP Contract No 721017

I. The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds.

First National Bank of Gilmer  
(Name of Lending Institution)

P O Box 520  
(Address)

Gilmer, Texas 75644  
(City, State, Zip Code)

Fund Account Number: \_\_\_\_\_

=====

II The below-listed individuals are designated by resolution as authorized signators for the following contractual documents

State of Texas Purchase Vouchers - (At least two (2) Signators Required)		
<b>Myra Harris</b> (Name)	<b>Charles L. Still</b> (Name)	<b>Pam Long</b> (Name)
<b>County Treasurer</b> (Title)	<b>County Judge</b> (Title)	<b>County Auditor</b> (Title)
<i>Myra Harris</i> (Signature)	<i>Charles L. Still</i> (Signature)	<i>Pam Long</i> (Signature)

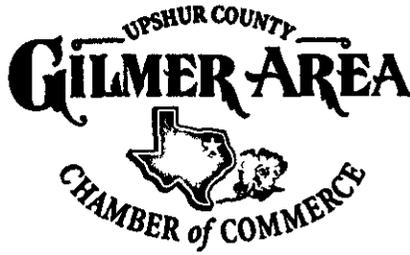
State of Texas Purchase Vouchers - (At least two (2) Signators Required)		
<b>Myra Harris</b> (Name)	<b>Charles L. Still</b> (Name)	<b>Pam Long</b> (Name)
<b>County Treasurer</b> (Title)	<b>County Judge</b> (Title)	<b>County Auditor</b> (Title)
<i>Myra Harris</i> (Signature)	<i>Charles L. Still</i> (Signature)	<i>Pam Long</i> (Signature)

UPSHUR COUNTY HOLIDAYS 2002

JANUARY 1	TUESDAY	NEW YEARS DAY
JANUARY 21	MONDAY	MARTIN LUTHER KING DAY
FEBRUARY 18	MONDAY	PRESIDENTS DAY
MARCH 29	FRIDAY	GOOD FRIDAY
MAY 27	MONDAY	MEMORIAL DAY
JULY 4	THURS.	INDEPENDENCE DAY
SEPTEMBER 2	MONDAY	LABOR DAY
OCT. 17 & 18	THURS. & FRI.	YAMBOREE
NOVEMBER 11	MONDAY	VETERANS DAY
NOV. 28 & 29	THURS. & FRI.	THANKSGIVING
DEC. 24 & 25	TUES. & WED.	CHRISTMAS

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 14 PM 3:47  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 100 PG 928



East Texas Yamboree  
Cherokee Rose Festival  
Yulefest  
Lake Gilmer / Fishing  
RV Parking  
Upshur County Courthouse  
Gilmer Main Street  
Ore City July 4th Celebration  
Gilmer Civic Center  
Fox Stevens Field /  
Gilmer Municipal Airport  
Barnwell Mountain  
Recreational Area (TMTA)  
Texas Forest Trail Region  
Historic Upshur Museum  
Flight of the Phoenix  
Aviation Museum  
Oglesby Rock Museum  
Gilmer Country Club  
Gladewater Annual Rodeo  
Gourd Farm  
Annie's Attic  
Camp Gilmer

December 4, 2001

Judge Charles Still  
P..Box 790  
Gilmer, Texas 75644

Dear Judge Still:

I would like to ask to be placed on the agenda for the December 14<sup>th</sup> commissioners' meeting.

My request will be for the county to pay half of the ad in the 2002 East Texas Vacation Guide Magazine, in the amount of \$1,294.50. The total amount of the ad is \$2,589.00 and the city has agreed to pay half.

Thank you.

Sincerely,

Joan Small, Executive Director

JS/cd

FILED  
REX A. SMITH  
COUNTY CLERK  
01 DEC 14 AM 9:29  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



UPSHUR COUNTY  
P.O. BOX 730  
GILMER, TEXAS 75644



FAX: (903)843-5492

**COUNTY AUDITOR**

(903)843-4000

December 13, 2001

Upshur County Commissioners Court  
Gilmer, Texas

Members of the Court:

During the month of December 2001, the Assistant Auditor, Wanda Hutchins, performed regular quarterly audit procedures for all fee offices in the county. Reports and supporting documents for the quarter were examined. Cash counts were also performed. The balances and collections of all the offices appear to have been, in all material respects, appropriately remitted and reported. All working papers are available in my office for your review.

Sincerely,

Pam Long  
County Auditor

cc: District Judge  
All Fee Offices

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 9:28  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



CHARLES L. STILL  
COUNTY JUDGE  
P O BOX 790  
GILMER TEXAS 75644

# Memo

**To:** All County Offices, and Concerned Persons  
**From:** Charles L Still, Upshur County Judge  
**Date:** 12/5/01  
**Subject:** Upshur County Court House Elevator

### For Your Information

I received a letter from Brent Brevard, Brevard Architects, concerning the construction of the new elevator in the County Court House.

Mr. Brevard informed me that Mr. Al Lay will begin construction on the elevator shaft on December 12, 2001. We apologize for any inconvenience this may cause.

Sincerely

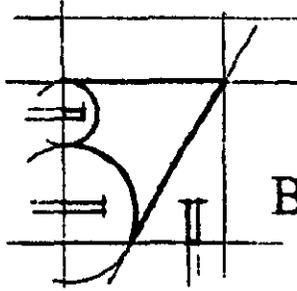
Charles L. Still,  
County Judge,  
Upshur County, Texas

c: letter is attached

lk

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC -5 AM 11:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 60 PG 231



Brevard Architects

December 5, 2001

Judge Charles Still and Upshur County Commissioners  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, TX 75644

RE: Courthouse ADA Renovations

Gentlemen,

Mr. Gary Kyser informed me this morning that the elevator equipment shipped today from Pennsylvania to arrive here on Tuesday, December 11, 2001. Mr. Al Lay informs me that construction will then begin on Wednesday, December 12, 2001.

Please call if you have any questions.

Sincerely,  
BREVARD ARCHITECTS

Brent Brevard  
architect

cc: Al Lay, A. R. Lay Construction Co.  
Mr. Gary Kyser, United Elevator Services, Inc.

REX A. SHAW  
COUNTY CLERK  
01 DEC -5 AM 11:26  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 120 PG 932



CHARLES L. STILL  
COUNTY JUDGE  
P O BOX 790  
GILMER TEXAS 75644

# Memo

**To:** All County Offices, and Concerned Persons  
**From:** Charles L Still, Upshur County Judge  
**Date:** 12/10/01  
**Subject:** Upshur County Court House Elevator

## For Your Information

On December 10, 2001, I received a second letter from Brent Brevard, Brevard Architects, concerning the construction of the new elevator shaft in the County Court House. The Date of this letter is 10-18-2001.

The Letter states that the construction on the elevator will begin November 15, but this date was corrected in a letter Dated December 5, 2001, the construction will start December 12, 2001. A representative from the Construction Company will meet with the commissioners court December 14, 2001 to discuss the time frame of construction. Once again we apologize of any inconvenience this may cause.

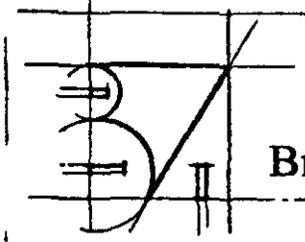
Sincerely

Charles L. Still,  
County Judge,  
Upshur County, Texas

c: letter dated October 18, 2001 is attached

lk

FILED  
REX A SHAW  
COUNTY CLERK  
01 DEC 12 AM 8:31  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



Brevard Architects

VOL 120 PG 933

October 18, 2001

Judge Charles Still and Upshur County Commissioners  
Upshur County Courthouse  
P O Box 730  
Gilmer, TX 75644

RE Courthouse ADA Renovations

Gentlemen,

I met at the Courthouse yesterday with Al Lay, the contractor, and Gary Kyser, the elevator company representative, to discuss scheduling and procedures for construction of the new elevator. Mr. Kyser informed us that the elevator is scheduled to ship from Pennsylvania on November 8 and should arrive on November 15. Expect construction of temporary partitions and demolition to begin on the week of November 15. During construction, the elevator and east stairway will be unavailable to Courthouse employees and customers. Also, the 4th and 5th floors will be inaccessible for their normal use.

Please call if you have any questions

Sincerely,  
BREVARD ARCHITECTS

Brent Brevard  
architect

cc. Al Lay, A. R. Lay Construction Co.  
Mr. Gary Kyser, United Elevator Services, Inc.

Attn:

RAY  
ROEDER

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 12 AM 8:31  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY



CERTIFICATES AND LICENSES

List here any special Licenses and/or Certificates that you wish to have considered for this job. List what agency issued you this license/Certificate and the date you received them: Lipschur County Sheriff, Basic Driver  
#1007 NOV 20 1998

EMPLOYMENT HISTORY

List below present and past employment, beginning with your most recent employer.

- 1. Name and Address of Company Paul Michael, Const Co Dallas, TX  
 Type of Business Supervisor of Tape & bedding Crew & painting Telephone \_\_\_\_\_  
 Employed from 12-91 to 5-92 Starting salary \$8.00/hr Ending salary \$9.00/hr  
 Reason for Leaving After construction was completed company move to Houston TX  
 Describe the work you did: Supervisor of Tape & bedding crew & painting
- 2. Name and Address of Company Jobs training and services Longview, TX  
 Type of Business School Vocational Supervisor Chris York Telephone \_\_\_\_\_  
 Employed from 1-91 to 12-91 Starting salary \$6.00 hr Ending salary \$7.00 hr  
 Reason for Leaving Company lost bid to Kilgore College who had own instructor  
 Describe the work you did: Taught General maintenance and repair programs
- 3. Name and Address of Company Pilgrim Pride Mt Pleasant, TX  
 Type of Business Processing Plant Plant Supervisor Telephone \_\_\_\_\_  
 Employed from 8-89 to 2-90 Starting salary \$6.00 hr Ending salary \$9.00 hr  
 Reason for Leaving TO Cold inside plant  
 Describe the work you did: Inspecting, Grading and processing
- 4. Name and Address of Company Thompson paint Company Gilmer TX  
 Type of Business \_\_\_\_\_ Supervisor Rex Thompson Telephone \_\_\_\_\_  
 Employed from 10-87 to 5-89 Starting salary \$5.00/hr Ending salary \$8.00/hr  
 Reason for Leaving Company went out of business  
 Describe the work you did: painting & sand blasting

I hereby give permission to contact the employers listed above concerning my prior work experience.

Signed Charles Daniels

If there is a particular employer(s), you do not wish us to contact, please indicate which one(s). \_\_\_\_\_

101 le0 PG 936

PERSONAL REFERENCES  
(Not Former Employees or Relatives)

Mr. Everrett Dean Address 1004 Ruby  
Occupation Mayor Phone Number 843-3827

Mr. Anthony Betterton Address \_\_\_\_\_  
Occupation Sheriff Phone Number Home 799-6352  
Job 843-2541

Mr. Gaddis Lindsey Address \_\_\_\_\_  
Occupation Ret. Commissioner Phone Number 843-2657

The facts set forth in my application for employment are true and complete. I understand that if employed, any false statement on this application may result in my dismissal. I further understand that this application shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the County retains the right to terminate any employee at any time, according to the guidelines set in the personnel policy.

Charles Daniels  
Signature of Applicant

RESUME

VOL 10 PG 937

Charles D. Daniels  
5997 FM 555  
Gilmer, Texas 75645

Phone: 903-762-1558  
SS# : 451-90-8970

---

MARRIED, 1 Dependents

---

**EDUCATION:** Bruce High School  
Gilmer, Texas  
1968 High School Graduate

Northwestern State University  
Louisiana  
Six months-Airframe and Powerplants  
1977

OJT Trainer/Supervisor Orientation  
USAF  
1977 & 1981

NCO Leadership School  
USAF  
1981 ( 6 weeks )

NCO Academy  
USAF  
1983 ( 8 weeks )

Southern University .  
Shreveport, La.  
Radiology Technician  
1985 ( 52 weeks )

Jobs Training & Services, Inc.  
Longview, Texas  
General Maintenance & Repair  
1990 ( 16 weeks )

---

**EMPLOYMENT:**

**County of Upshur**

**Gilmer, Texas**

**Building Maintenance**

**Changed bulb and ballast, plugs and light switches, and wiring as**

**needed. Maintain heating and air conditioning unit and**

**change filters as needed. Painting and carpentry as needed. repair.**

**plumbing, patch roof whenever needed. Assembly furniture as**

**needed. Maintain lawn. Repair sprinkler system, and supervise**

**inmates while working.**

**Part time 7/93 to Full time 12/93**

**Paul Michael Construction Company**

**Dallas, Texas**

**Supervisor**

**Supervise tape and bedding and painting. Job moved to another city.**

**12/91 to 5/92**

**Job Training and Services**

**Longview, Texas**

**Instructor**

**Taught general maintenance and repair program. HVAC, carpentry, plumbing, electrical, appliance repair.**

**1/91 to 12/91**

**Pilgrims Pride**

**Mt. Pleasant, Texas**

**Inspector, Grader and Processing**

**8/89 to 2/90**

**Thompson Paint Company**

**Gilmer, Texas**

**Sandblaster and painter**

**10/87 to 5/89**

**MILITARY:**

United States Air Force  
B-52 Aircraft mechanic, supervisor launch and recovery, service and  
refuel, maintenance quality control, supervisor ground and support  
equipment, corrosion control, dispatcher, assistant NCO budget  
director for squadron and safety NCO for squadron.  
11/70 to 5/84

**INTERESTS:**

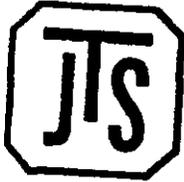
Family  
Model airplane/remote  
Fishing

**AFFILIATIONS:**

Mount Gilead Baptist Church  
Upshur County Male Choir

**REFERENCES:**

Given upon request



# JOB S TRAINING SCHOOL

Vol 60 pg 940

A New Horizon In Education And Vocational Training

*This Certifies That*

CHARLES D. DANIELS

*through diligence and motivation, has successfully mastered the  
16 week, General Maintenance and Repair Program  
covering Carpentry, Electrical, Plumbing, Major Appliances, and HVAC.*

Course

completed this the Fifth day of NOVEMBER, 19 90

*[Signature]*  
Instructor

*[Signature]*  
Director



Proudly Presents This  
**CERTIFICATE OF TRAINING**  
To

CHARLES DANIELS

*has successfully completed a course entitled*

BASIC JAILER #1007

on this 20 day of November 19 98

Robert Cromley  
Instructor

*Robert Cromley*  
Training Coordinator

*R.D. Gross*

Sheriff R.D. (Buck) Gross

*Murray K. Jordan*  
Chief Deputy Murray K. Jordan

Vol 100 pg 941

Folger Adam Security, Inc.

Gold Key Award

This training certification is issued to

Charles Dante

for the satisfactory completion of the  
Maintenance Training Course

on June 17, 1957

at Lemont, Ill.

County Clerk's Memo  
Portions of this document not  
reproducible when recorded



The  
United  
States  
Air Force

OFFICIAL COPY

*Charles Daniels*

HAS SUCCESSFULLY COMPLETED THE  
REQUIREMENTS OF THE COURSE AND IS  
HEREBY AWARDED THIS

AND IN REPLY IS AWARDED THIS

*Certificate of Training*

REQUIREMENTS OF THE COURSE  
AND IS AWARDED THIS

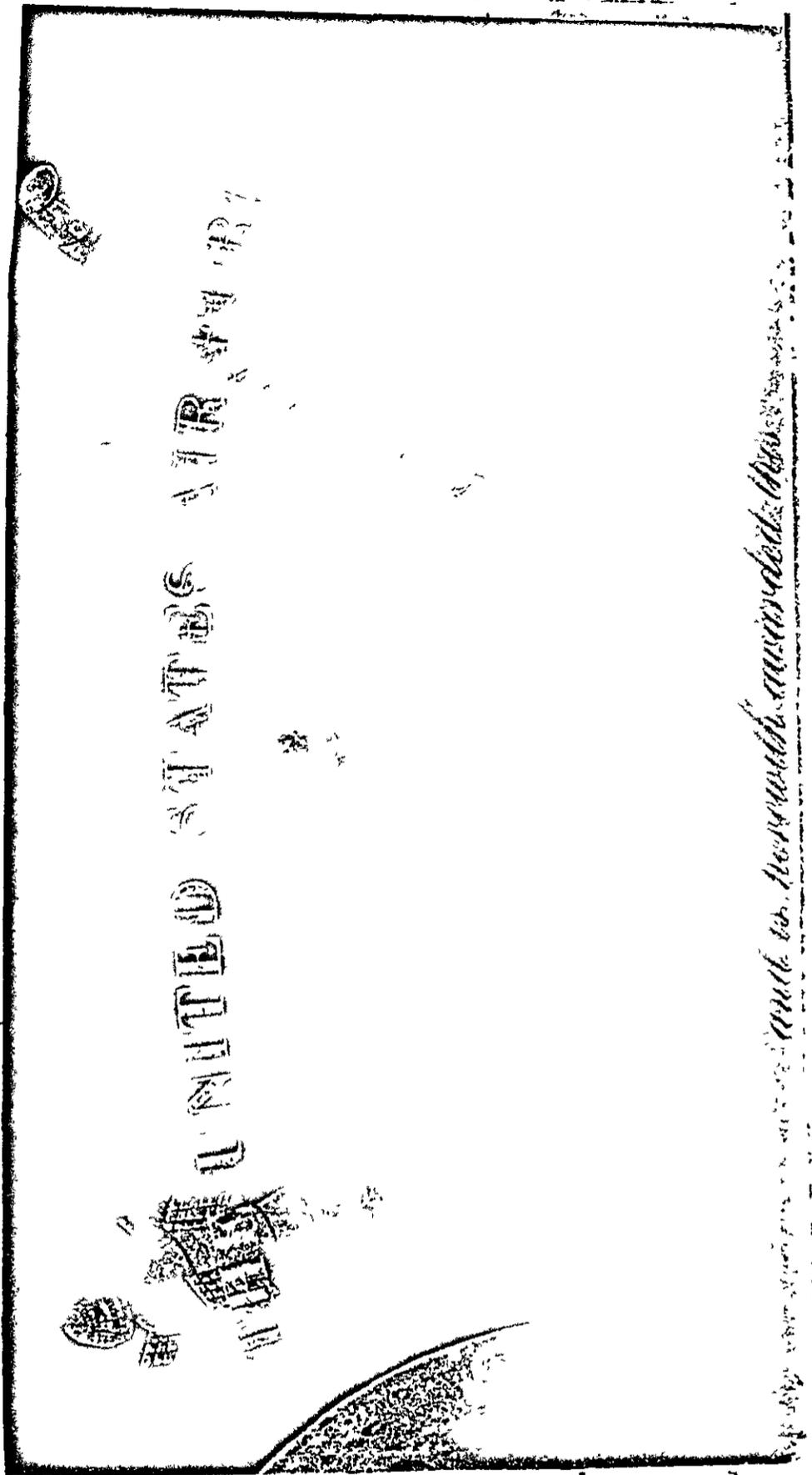
101 May 1983



County Clerk's Memo  
Portions of this document not  
reproducible when recorded

VOL 100 PG 944

County Clerk's Memo  
If date of this document not  
legible when recorded



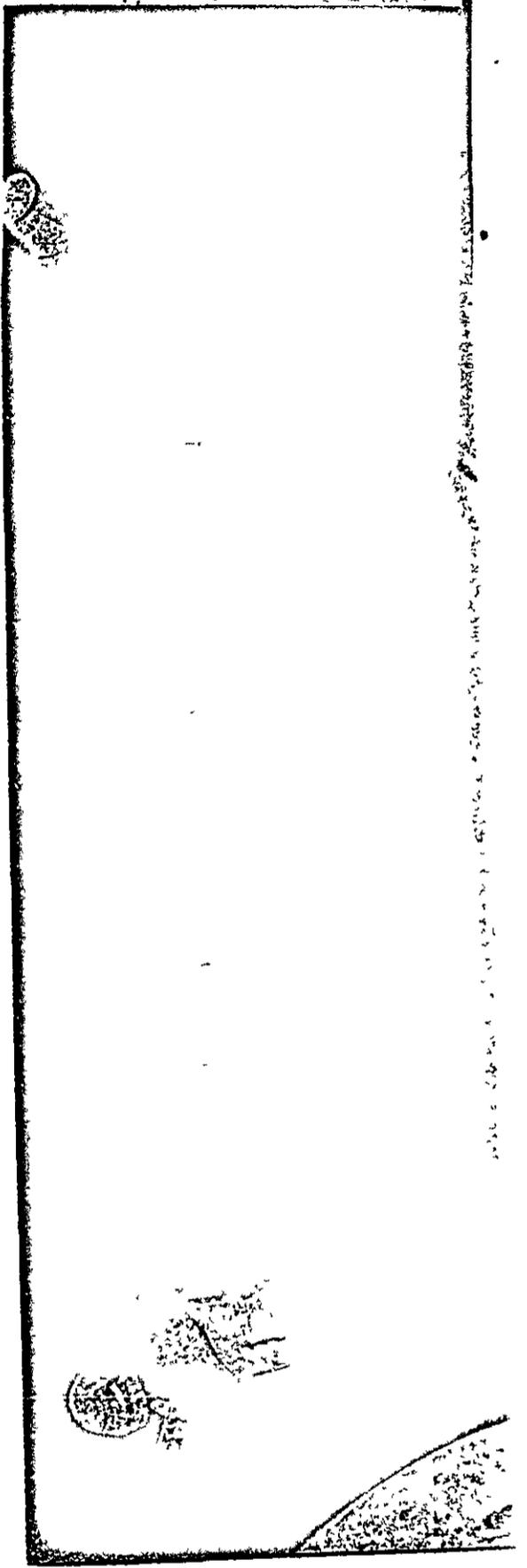
*with original recorded*

VOL 60 PG 945

County Clerk's Memo  
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reproducible when recorded.

VOL 60 PG 946

County Clerk's Memo  
Sections of this document not  
recordable when recorded



VOL 60 PG 947

FILED  
REX A. SHAW  
COUNTY CLERK

01 DEC 12 AM 9:28

UPSHUR COUNTY, TX.

BY Office DEPUTY

**Recipient**

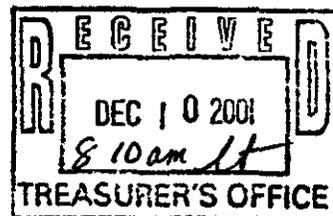
**Upshur County Treasurer's  
County Courthouse  
Gilmer, Texas 75644**

**Sender**

**Charles (Chuck) Mears  
945 Holly Road  
Gilmer, Texas 75644**

**Cause**

**Application for the position of County  
Building Maintenance Supervisor.  
12/10/2001**



CHARLES (CHUCK) R. MEARS  
945 HOLLY RD.  
GILMER, TEXAS 75644  
903-734-7136

**OBJECTIVE**

*I am applying for the position of Building Maintenance Supervisor.*

**EDUCATION**

*I am a graduate of Gladewater High School and Longview Welding School, with distance training courses in lesson presentation, human relations, computer (pc) operation and law enforcement.*

**RELATIVE EXPERIENCE**

*The vast majority of my adult work history (33 years), has been as sole proprietor of various service oriented contract businesses. I have extensive "hands on" experience in a wide range of construction and property maintenance trades. My experience ranges from "ground up" conception of service business, organization of contract company infrastructure, personnel, and equipment & inventory procurement. As managing owner it has always been my responsibility to maintain employee payroll, equipment fleet, records filing systems, accounts payable and invoicing.*

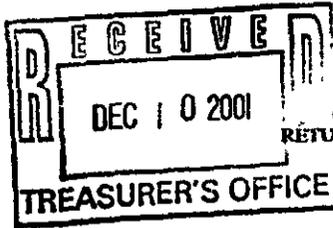
*I have acted as both prime contractor with sub-contractors under my charge and have been a sub-contractor. It is a source pride that after many years of self employment I bare no derogatory marks against my personal reputation or credit rating.*

*When dealing with people, both superiors and subordinates, I have always strived to be flexible, fair and impartial yet firm. Above all I have strived to be honest, transparent and above board with all.*

*I humbly, yet confidently feel that with my relative experience combined with the 3 years vested with County Maintenance, that I have more than the required experience, attributes, education and commitment to lead Upshur County Building Maintenance in the 21st century both responsibly and progressively.*

*In my three year tenure with Upshur County Building Maintenance my supervisor has entrusted these and other responsibilities to my charge:*

- 1. Design, fabricate and install heavy duty shelving system for new County Records Storage Building.*
- 2. Design and equipped functional workshop for Building Maintenance within a restricted area and budget.*
- 3. Design and implement an inexpensive system to organize, access and store blueprints and building specification records under Building Maintenance' control.*
- 4. Set up and tailor basic electronic records storage system and tailor internet access to meet Building Maintenance basic research requirements.*
- 5. Design, fabricate and install a working counter and partition wall in the Justice of the Peace's office. A partition wall in Treasurer's office and an ADA access counter at the Tax office.*
- 6. I was requested to analyze the jail heated water circulation system and devise a remedy to increase the ambient hot water temperature to the automated kitchen utensil sanitizer without affecting inmate water or adding any new equipment. Those criteria were met.*
- 7. I have been entrusted to analyze and compile written documents that reveal building and systems failures in the new jail construction, made recommendations as to cost effective ways to remedy these building maintenance problems, and complete written reports with photo documentation for all authorities affected.*



UPSHUR COUNTY

VOL 60 PG 949

RETURN TO THE COUNTY TREASURER'S OFFICE  
(PLEASE PRINT PLAINLY)

DATE Dec. 4, 2001

PERSONAL

Name Charles Rodney Mears Social Security # 451-86-6310  
Present Address 945 Holly Road Telephone # (903)-734-7136  
City Gilmer State Texas Zip 75644

Are you an American Citizen or legally eligible for employment in the U.S.A.? Yes  No  (If yes, verification will be required)

Are you of the legal age to work? Yes Were you previously employed by us? Yes If yes, when? Currently

Position(s) applied for Building Maintenance Supervisor Department(s) requested Building Maintenance

What date would you be eligible for work if your application is considered favorably? December 14<sup>th</sup> 2001

List any experiences, skills or other qualifications which will be of special benefit in the job or Department for which you are applying:

Please refer to attached resumé.

Special Skills (Check Skills/Equipment Operated)

<input type="checkbox"/> CRT	<input checked="" type="checkbox"/> Calculator	<input type="checkbox"/> Lotus 1-2-3	Production/Mobile Machinery (list)	Other (list)
<input checked="" type="checkbox"/> PC	<input checked="" type="checkbox"/> Typewriter	<input checked="" type="checkbox"/> Wordperfect	<u>Tractor/Trailer</u>	<u>Backhoe</u>
<input checked="" type="checkbox"/> Fax	<input type="checkbox"/> PBX System	<input type="checkbox"/> First Choice	<u>Bulldozer</u>	<u>Welder</u>
				<u>Shop (Press/Lathe)</u>
				<u>Carpentry</u>

EDUCATION

School	Name and Address of School	Course of Study	Years Completed	Did you Graduate?	Last Diploma or Degree
Elementary	<u>Gay Avenue Gladewater, Texas</u>			Yes No	N/A
	<u>Broadway Gladewater, Texas</u>	N/A		Yes No	N/A
High	<u>Gladewater Jr. Sr. High School Gladewater, Texas</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No	
College				Yes No	
Other (Specify)	<u>Longview Welding School</u>	<u>ARC Welding</u>		<input checked="" type="radio"/> Yes <input type="radio"/> No	

## CERTIFICATES AND LICENSES

List here any special Licenses and/or Certificates that you wish to have considered for this job. List what agency issued you this License/Certificate and the date you received them. State Jailer; Texas Commission on Law Enforcement  
Commercial Drivers License; Texas Department of Public Safety

## EMPLOYMENT HISTORY

List below present and past employment, beginning with your most recent employer.

1. Name and Address of Company Upshur County Building Maintenance  
 Type of Business Property Maintenance Supervisor Ray Roeder Telephone 843-4024  
 Employed from Oct. 1998 to Currently Starting Salary 1,350<sup>00</sup> mo. Ending Salary 1,737<sup>00</sup> mo  
 Reason for leaving I am currently employed by Upshur County  
 Describe the work you did Repair, service, and maintain County building and equipment
2. Name and Address of Company Property Maintenance Service  
 Type of Business Service/Contractor Supervisor Self (sole proprietor) Telephone 734-7136  
 Employed from 1993 to 1998 Starting Salary 20% gross Ending Salary 20% gross earnings  
 Reason for leaving Accepted job offer by Upshur County.  
 Describe the work you did Repair and construction of commercial and private property
3. Name and Address of Company R.B. Oder Construction - Gladewater, Texas  
 Type of Business Oilfield Maintenance Supervisor Tony Sasser Telephone 845-4091  
 Employed from 1990 to 1993 Starting Salary 8<sup>00</sup> PH Ending Salary 9<sup>00</sup> PH + grativities  
 Reason for leaving Low potential for advancement.  
 Describe the work you did Crew foreman; directed maintenance on oilfield leases.  
Plumbing, painting, welding, heavy equipment operation
4. Name and Address of Company Commercial Contractors Company  
 Type of Business Building Maintenance Supervisor Self (sole proprietor) Telephone 734-7136  
 Employed from 1977 to 1990 Starting Salary % of gross Ending Salary % of gross  
 Reason for leaving Sold business to a competitor for a profit.  
 Describe the work you did Did contracts and directed crews to completion of contract.

I hereby give permission to contact the employers listed above concerning my prior work experience

Signed Charles R. McLean

If there is a particular employer(s), you do not wish us to contact, please indicate which one(s)

PERSONAL REFERENCES  
(Not Former Employees or Relatives)

Name Bobby Evans Address Longview, Texas  
Occupation Commercial accounts (sales & rental equipment) Phone Number 738-9585  
758-3201

Name Jody Syring Address Glade water, Texas  
Occupation Doctor of Veteranary Medicine Phone Number 845-2738

Name Joe Glenn Address Gilmer, Texas  
Occupation Retired military veteran DAV. Phone Number 734-4746

The facts set forth in my application for employment are true and complete. I understand that if employed, any false statement on this application may result in my dismissal. I further understand that this application shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the County retains the right to terminate any employee at any time, according to the guidelines set in the personnel policy.

Charles R. Mears  
Signature of Applicant

VOL 60 PG 952

December 7, 2001

TO WHOM IS MAY CONCERN:

I have been asked to give a letter of recommendation for Chuck Mears and am very happy to do so.

Mr. Mears was an independent contractor for me on a complete renovation of a personal dwelling. The scope of the job was in excess of a year and Mr. Mears was responsible for virtually all phases of the project. The project, included but was not limited to, wood framing, structural alteration, plumbing, electrical, sheet rock, flooring, sub-flooring, waste water and finishes by painting, trimming, etc.

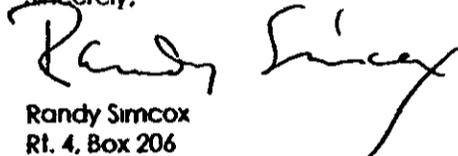
Mr. Mears not only oversaw the work of others but also was a layman himself during the entire project. Mr. Mears was also in charge of the demolition of the existing areas to be modified. The modification included moving walls, redesigned ceiling lines from flat to vaulted, redesigning rooms for different purposes than they originally were designed for, etc. He proved to be capable and knowledgeable in all aspects of the project.

Now to Mr. Mears, the person. Chuck was able to work with many subcontractors with ease and was able to work out most difficulties without having to involve me in the process. Some subcontractors were far easier to work with than others were and Mr. Mears was able to work with all of them to a satisfactory conclusion. Mr. Mears and I were not always of the same opinion on items of construction but after discussion, if I chose to go a different route than he felt best, he was always accepting and would follow any directions and give them as much attention as if they were his view as well. This fact alone speaks of his value.

To summarize the whole, Mr. Mears has a good working knowledge of most areas of the building trade. He's an able bodied worker who is not only able to supervise but produces as well. He works well with people from all walks of life from the business owner to the bottom helper on the job. He was never one to cut corners that would later come back to haunt you yet I never felt I was overcharged or didn't get my money's worth.

In my opinion, he is intrinsically honest and you can count on what he says. All in all, it can be put in one sentence and that is would I hire him again? The answer to that is without hesitation... "Yes!"

Sincerely,



Randy Simcox  
Rt. 4, Box 206  
Gladewater, Texas 75647  
903-845-3837

TO WHOM IT MAY CONCERN

VOL 60 PG 953  
December 04, 2001

②

For the past 6 years it has been my privilege to know Mr. Charles Mears.

In 1996 I realized that I needed another building to use for storage of equipment, with an enclosed work area. Being new to Upshur County I made numerous inquiries as to who performed quality work, in this area. Chuck Mears was the name given to me as the best man for the job. After meeting with Mr. Mears I realized his expertise and truthfulness were the qualities I was looking for.

Mr. Mears designed the structure, calculated the cost, ordered the materials, and did the work. Mr. Mears completed the entire task within my budget and the time he said it would take to do the job. The structure Mr. Mears build has never leaked and looks as good as it did the day he finished it.

Mr. Mears possesses considerable expertise. His ability to plan, schedule delivers, attention to detail and quality of work makes him a valuable asset to any organization.

If you have any questions please feel free to contact me.

Sincerely,

*Donald W. Wilburn*

Donald W. Wilburn  
2913 Silk Tree Rd  
Gilmer, Texas 75645  
(903) 734-4121

VOL 60 PG 954

(3)

1218 Le Duke Blvd.  
Longview, Tx 75601  
December 4, 2001

To Whom It May Concern:

The purpose of this letter is to confirm that Mr. Chuck Mears has done extensive building remodeling and renovation work for me on two separate occasions. Mr. Mears was recommended to me as a person that knew how to correctly select and estimate material needed for the job and do first class work. I found this to be true and was very pleased with his work.

Mr Mears has skills and knowledge in welding and painting that were extremely helpful. I did not have to hire another person to do this work as he knew how to do it all.

I also found Mr. Mears to be trustworthy as he kept in close contact with me on each renovation project. He provided me a detail statement of every item used and hours worked.

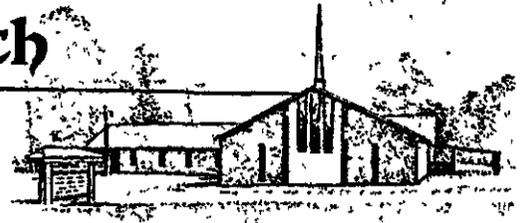
I was completely satisfied with each of these renovation projects and strongly recommend him in every way.

Sincerely yours,

*Jack D. Tillery*  
Jack D. Tillery

# New Hope Baptist Church

9455 SH 155-S, Big Sandy, Texas 75755  
903-636-4711 • Fax 903-636-4741



December 5, 2001

## TO WHOM IT MAY CONCERN

It is with pleasure that I present this recommendation in regard to **Charles (Chuck) Mears**, with whom I have had a close association for more than two years

Having served as Chuck's pastor, I have had opportunity to observe him from several standpoints. First, I have found him to be a man of integrity and dependability. He is quite active in the programs of our church. He is consistently a hard worker, who carries through the projects he begins.

Second, he works remarkably well with people—both with children and adults. One of the programs in our church that he directs involves the supervision of a number of adults. He is both patient and understanding, which are two imperative virtues regarding leadership skills. He also teaches a large class of young couples, who respond well to him. He is fair and impartial in his relationships with people.

Third, Chuck is a meticulous planner. He is a natural leader who *guides* those who work with him—he does not drive them. And most important of all, he and his wife, Brenda, have strong Christian convictions which exhibit themselves in their character traits. I am very pleased to be their pastor, and to thus express my feelings about Chuck.

Sincerely yours,

David L. Jenkins, Pastor

VOL 60 PG 956

(5)

Leslie's Small Engines  
2580 State Hwy 155 South  
Gilmer, Tx. 75645

Dear Sirs;

This is a letter of recommendation for Chuck Mears from Leslie and Jhonnie Lawrence. We have known Chuck for approximately 10 years and in this time he has worked for us in our business and also done some contracting for us at our home. He has always done an excellent job and been very professional in his work. He was always very kind and helpful to our customers. He is sincere and conscientious, he would be someone you could leave with the total job and not have to worry about it. We feel that he would be fair and courteous in any situation that arose. We know that he is a fine Christian man, and we would highly recommend him for any endeavor. We feel he would be an asset to Upshur County in the position under consideration.

Sincerely,

*Leslie Lawrence*  
*Jhonnie Lawrence*

From: Bruce McFadin  
6684 Myrtlewood  
Gilmer, Texas 75654  
903/734-4992

November 3, 2001

To Whom It May Concern:

I have known Chuck Mears since the early 1970's. I was employed by him as a field supervisor of the commercial maintenance contracting business that he was sole proprietor of. (i.e. Amtex Cleaning Services)

As an employer, I found him to always be fair and honest with all of the employees no matter their race or creed.

As a businessman in general he was always confident in his decisions as well as competent in fulfilling his commitments.

To consider him for this position would be to your advantage. He would prove to be a great asset to your organization.

Sincerely,

*Bruce McFadin*

Bruce McFadin

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-01-02 Dept. 510  
 Employee Charles Daniels  
 Social Security No \_\_\_\_\_ Emp ID# 627

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
✓	Position	862.50 <sup>00</sup> <del>per</del>	1225. <sup>00</sup> <del>per</del>
			29,400 <sup>00</sup> <del>per</del>

## 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

01 DEC 11 PM 3:25  
 FILED  
 REX A. SHAW  
 COUNTY CLERK

Comments: Appointed Maintenance  
Supervisor effective 1-01-02  
Sup Longevity \$16.<sup>00</sup> per pay period  
12/1/93 Issue Date

Authorized by CS  
 Approved by Tommy Stanley Date 12-14-01



VOL 60 PG 959

Court Coordinator  
Terri Ross  
Court Reporter  
Deanna Drennan  
Court Bailiff  
Louie English

**Judge Lauren Parish**  
115th Judicial District Court  
Upshur and Marion Counties

P. O. Box 1052  
Glimmer, Texas 75644  
Telephone (903) 843-2836  
FAX (903) 843-6100

October 26, 2001

Upshur County Judge  
Upshur County Justices of the Peace  
Upshur County Clerk  
Upshur County District Clerk

Dear Fellow Officials

Enclosed is a revised draft (hopefully now in its final form) of the Upshur County Plan required under Senate Bill 7. There is basically only one substantive change made with this revision, but it is a very important one.

Please note that once the Justice of the Peace has signed an order appointing a lawyer, the Justice of the Peace shall immediately transmit that order (by fax or hand delivery) to the County Clerk in misdemeanor cases and the District Clerk in felony cases. The County Clerk or District Clerk (as applicable) then has the responsibility of faxing that appointment notice to the attorney and the appropriate court. This is very important as the entire program is operating under serious time lines. And, we must all work together to ensure compliance with this new law. It is imperative that the attorneys are notified immediately of their appointment as they are required to contact the defendant within a certain time frame.

If you have any questions, please don't hesitate to call.

And, thank you for your attention and cooperation in this matter.

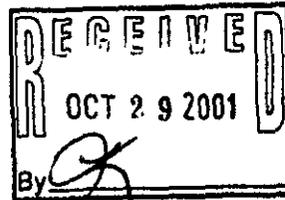
Sincerely,

Lauren Parish

LP/tr

Enclosure

FILED  
REX A. SMITH  
COUNTY CLERK  
01 DEC 14 AM 9:29  
UPSHUR COUNTY, TX.  
BY



VOL 160 PG 960

**UPSHUR COUNTY PLAN AND  
STANDING RULES AND ORDERS FOR  
PROCEDURES FOR TIMELY AND FAIR APPOINTMENT OF COUNSEL  
FOR INDIGENT ACCUSED PERSONS IN  
UPSHUR COUNTY, TEXAS**

Effective Dates - January 1, 2002

Be it remembered that on this date the below signed District and County Judges for Upshur County, Texas hereby adopt, order, establish and order published these countywide procedures, rules, and orders for the timely and fair appointment of counsel for indigent accused persons in Upshur County, Texas This document is the Upshur County Plan to conform with the requirements of S B. 7 passed by the Texas Legislature and signed into law in 2001.

**I.**

**ARRESTING OFFICERS RESPONSIBILITIES**

An arresting officer must complete and file offense report and probable cause affidavit information **AT THE TIME** the defendant is booked into jail

No one booked will be booked into the Upshur County Jail without the filed offense report and probable cause affidavit information.

The arresting officer must make himself/herself available to talk with the District Attorney as to whether the officer's appearance at the probable cause hearing will be necessary.

The arresting officer must appear, if requested by the District Attorney or by subpoena, at the magistrate's probable cause hearing

The arresting officer shall ensure that the next morning after arrest at 11 00 a m. every arrestee shall be brought before a magistrate to hold a probable cause hearing and set bail and inform the accused person of their rights including right to court appointed counsel if indigent.

**II.**

**MAGISTRATE RESPONSIBILITIES**

The Upshur County Judge and the 115<sup>th</sup> District Judge hereby name the Upshur County Justices of the Peace as their designees to appoint lawyers in indigent criminal cases

The Justices of the Peace of Upshur County, Texas shall establish a plan and rotate holding magistrate's hearings each and every morning at 11 00 a m This plan shall be established by January 1, 2002

At the Magistrate Probable Cause hearing the responsible Justice of the Peace shall comply with Senate Bill 7 for.

1. Admonishing the accused of the magistrate and Miranda warnings as provided by law,
2. Notification of indigent representation rights;
3. Making of record of the magistrate warnings and right to court appointed counsel for indigent accused persons,
4. Notification of right to counsel and right to court appointed counsel if indigent;
5. Inquiry as to whether the defendant is requesting court appointed counsel;
6. Provide defendant with an Affidavit of Indigence and reasonable assistance in completing said forms, and
7. To appoint counsel from the approved appointment list program

### III.

#### PROCEDURES AND FINANCIAL STANDARDS FOR DETERMINING INDIGENCE STATUS

At the Magistrate's Probable Cause hearing, each defendant shall be provided an opportunity to request court appointed counsel, if indigent. Each requesting defendant shall complete and file a sworn Affidavit of Indigence, in a form approved by the Upshur County District Judge and County Judge, with the Magistrate. The Magistrate will ensure that the defendant receives reasonable assistance in completing the necessary forms for requesting appointment of counsel. If the defendant does not speak and/or understand the English language or is deaf, the Magistrate shall inform the person in a manner consistent with the Texas Code of Criminal Procedure Articles 38.30 and 38.31.

The Magistrate shall immediately transmit the Probable Cause Order, the Affidavit of Indigence, Defendant's Request for Court Appointed Counsel, and Order Appointing Counsel to the County Clerk in misdemeanor cases and to the District Clerk in felony cases for review by the appropriate Judge. The County Clerk shall immediately notify the County Judge's office of the appointment. The District Clerk shall immediately notify the District Judge's office of the appointment.

In making court appointments of counsel for indigents the Justices of the Peace shall review the Affidavit of Indigence and such other information bearing on the financial status of the defendant and make a determination of indigence status and appoint counsel where required by law within 3 working days after receiving the request for court appointed counsel.

The Justice of the Peace making court appointments for counsel for indigents shall consider the following standards for determining indigence and such other reasonable factors as the court finds bearing on the financial inability of a defendant to retain counsel:

1. Defendant's income from any and all sources;
2. Sources of the defendant's income;
3. Assets of the defendant;
4. Property owned by the defendant, or in which the defendant has an interest;
5. Outstanding obligations of the defendant;
6. Necessary expenses of the defendant;
7. The number and age of the defendant's legal dependents;
8. Spousal income available to the defendant; and
9. Such other reasonable factors as determined by the judge.

The Justice of the Peace shall not consider whether the defendant has posted bail, except to the extent that it reflects on the defendant's financial circumstances.

IV.  
**PROCEDURES AND FINANCIAL STANDARDS FOR DETERMINING  
INDIGENCE STATUS AND FOR APPOINTMENT OF COUNSEL  
IN JUVENILE CASES AS APPROVED BY THE  
UPSHUR COUNTY JUVENILE BOARD**

The appointment of counsel to represent indigent juveniles in Juvenile Court shall be performed in compliance with the plan adopted by the Juvenile Board for Upshur County, a copy of which is attached to this Standing Order as "Exhibit A"

V.  
**LIST OF ELIGIBLE ATTORNEYS FOR SERVICE AS  
COURT APPOINTED COUNSEL FOR  
INDIGENT ACCUSED PERSONS  
COUNTY COURT CASES**

The Upshur County Judge shall approve a list of eligible attorneys on or before February 15th of each year and such list shall be posted outside of the County Clerk's office and available to the public upon request

On or before November 2, 2001, the Upshur County Judge in conjunction with the 115<sup>th</sup> District Judge shall prepare and distribute to all licensed attorneys residing or having an office for the practice of law in Upshur County, Texas an "Affidavit of Licensed Attorney Residing or Having an Office for the Practice of Law in Upshur County, Texas".

IT IS ORDERED that each attorney receiving said mailing shall return said Affidavit to the Upshur County Judge in the enclosed pre-addressed envelope, post-marked on or before November 15, 2001.

The Upshur County Judge shall on or before January 1, 2002, approve, and post outside the Upshur County Clerk's office such graduated lists, as set out below, of the names of attorneys

approved to represent indigent accused persons in Upshur County Court.

The list shall be graduated for attorneys that are competent to handle:

1. Only misdemeanor appellate and writ representation
2. Only misdemeanor punishment ranges pre-trial, trial, post-trial, appellate and writ representation.

The list shall consist of the name of all licensed attorneys residing or having an office for the practice of law in Upshur County, except

1. Those attorneys who have filed an Affidavit, on the form approved by the Upshur County Court, swearing that they will not accept employment on any criminal cases,
2. Those attorneys who have retired from or no longer engage in the practice of law;
3. Those attorneys who are employed with a governmental entity and whose employment is a disqualification from their being appointed to represent defendants in county or state criminal proceedings, and
4. Those attorneys who the Upshur County Judge has found to not be qualified to represent defendants in criminal cases before the County Court of Upshur County, Texas

VI.  
**LIST OF ELIGIBLE ATTORNEYS FOR SERVICE AS  
COURT APPOINTED COUNSEL FOR  
INDIGENT ACCUSED PERSONS  
DISTRICT COURT CASES**

The 115<sup>th</sup> District Judge of Upshur County shall approve a list of eligible attorneys on or before February 15th of each year and such list shall be posted outside of the District Clerk's office and available to the public upon request

On or before November 2, 2001, the Upshur County District Judge in conjunction with the County Judge shall prepare and distribute to all licensed attorneys residing or having an office for the practice of law in Upshur County, Texas an "Affidavit of Licensed Attorney Residing or Having an Office for the Practice of Law in Upshur County, Texas".

IT IS ORDERED that each attorney receiving said mailing shall return said Affidavit to the 115<sup>th</sup> District Court in the enclosed pre-addressed envelope, post-marked on or before November 15, 2001.

The 115<sup>th</sup> District Judge shall on or before January 1, 2002, approve, and post outside the Upshur County District Clerk's office such graduated lists, as set out below, of the names of attorneys approved to represent indigent accused persons in Upshur County District Court.

The list shall be graduated for attorneys that are competent to handle:

1. Only misdemeanor appellate and writ representation, felony appellate and writ representation where the death penalty was not assessed.
2. All appellate and writ representation including misdemeanors, non-capital, and capital felony cases
3. Only misdemeanor, State Jail Felony, and Third Degree Felony punishment ranges pre-trial, trial, post-trial, appellate and writ representation.
4. Only misdemeanor, State Jail Felony, Third Degree Felony and Second Degree Felony punishment ranges pre-trial, trial, post-trial, appellate and writ representation
5. Only misdemeanor, State Jail Felony, Third Degree Felony, Second Degree Felony punishment range cases pre-trial, trial, post-trial, appellate and writ representation.
6. All criminal cases including misdemeanor, State Jail Felony, Second Degree Felony, First Degree Felony, Enhanced Punishment, Habitual Punishment, and Capital Felony - second or third chair only punishment range cases pre-trial, trial, post-trial, appellate and writ representation
7. All criminal cases including Misdemeanor, State Jail Felony, Second Degree Felony, First Degree Felony, Enhanced Punishment, Habitual Punishment, and Capital Felony (including lead counsel/first chair on death sought cases) only punishment range cases pre-trial, trial, post-trial, appellate and writ representation.

The list shall consist of the name of all licensed attorneys residing or having an office for the practice of law in Upshur County, Texas, except

1. Those attorneys who have filed an Affidavit, on the form approved by the Upshur County District Judge, swearing that they will not accept employment in any criminal case in Upshur County,
2. Those attorneys who have retired from or no longer engage in the practice of law;
3. Those attorneys who are employed with a governmental entity and whose employment is a disqualification from their being appointed to represent defendants in county or state criminal proceedings; and

4. Those attorneys who the Upshur County District Judge has found to not be qualified to represent defendants in criminal cases before the District Courts of Upshur County, Texas or for good cause shall not be included on the list.

**VII.**

**MISDEMEANOR APPOINTMENT PROCEDURES AND RULES**

The County Court Judge or his duly empowered designees, upon any finding of indigence and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the County Court Clerk. The County Court Clerk shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

The duly appointed or elected and qualified Justices of the Peace in and for Upshur County, Texas, are by this standing order empowered until further order as appointing designees of the County Court Judge.

**VIII.**

**NON-CAPITAL FELONY APPOINTMENT PROCEDURES AND RULES**

The District Court Judge or her duly empowered designees, upon any finding of indigence and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the District Clerk. The District Clerk's office shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

The duly appointed or elected and qualified Justices of the Peace in and for Upshur County, Texas, are by this standing order empowered until further order as appointing designees of the District Court Judge.

**IX.**

**CAPITAL FELONY APPOINTMENT PROCEDURES AND RULES**

The District Court Judge or her duly empowered designees, upon any finding of indigence and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the District Clerk. The District Clerk's office shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

The duly appointed or elected and qualified Justices of the Peace in and for Upshur County, Texas, are by this standing order empowered until further order as appointing designees of the District Court Judge.

**X.  
COMPENSATION OF COURT APPOINTED COUNSEL**

Court appointed counsel shall receive such reasonable compensation as established by Standing Order of the Upshur County District and County Judges.

The fee schedule adopted by formal action of the Upshur County District and County Judges shall comply with the Texas Code of Criminal Procedure Article 26 05 and all applicable law and shall be submitted to the Upshur County Commissioner's Court.

**XI.  
APPOINTMENT OF INVESTIGATORS AND EXPERTS FOR INDIGENT DEFENSE**

Appointment and reimbursement for reasonable and necessary investigation, mental health and other experts shall be as provided by law and only upon written motion and prior approval of the trial judge for such appointment and anticipated reimbursement

**XII.  
RESPONSIBILITY OF COURT APPOINTED COUNSEL**

Court appointed counsel shall make every reasonable effort to contact the defendant not later than the end of the first working day after appointment and to interview the defendant as soon as practicable

Court appointed counsel on the approved list must maintain an office with a phone which is answered by a receptionist or answering service from 8 00 a m. to 12 00 p m. and from 1:00 p.m. to 5 00 p m. Monday through Friday (except for Upshur County holidays as set out in the official Upshur County calendar approved by the Upshur County Commissioner's Court) and which receptionist or answering service can promptly locate the attorney and notify said attorney of appointment or hearing set. Court appointed counsel on the approved list must maintain a FAX number to which FAXES may be received 24 hours a day, seven days a week. These numbers shall be included on the "Affidavit of Licensed Attorney Residing or Having an Office for the Practice of Law in Upshur County, Texas" and shall be the official numbers which will be utilized by the court to inform counsel of appointment or court hearings. Any change in these notification numbers must be given in writing to the District Judge and County Judge in Upshur County prior to the change

Court appointed counsel shall comply with all laws, rules, procedures, and ethical provisions for providing reasonable assistance of counsel to their client

Court appointed counsel shall maintain a high standard of ethical conduct and always be completely candid with the trial court.

Court appointed counsel shall timely inform their client of matter relating to the

preparation, trial, and disposition of the case, appellate and writ rights, deadlines, and procedures for proper processing, and such other matters as necessary to provide reasonable assistance of counsel

Court appointed counsel shall represent a defendant until the defendant is acquitted, appeals are exhausted, or the court, after entering a finding of good cause on the record, relieves the attorney and/or replaces the attorney with other counsel.

Court appointed counsel shall meet the following standards, said attorney shall:

- 1 Be a member in good standing with the State Bar of Texas,
- 2 Professionally perform duties and responsibilities of a licensed attorney for the State of Texas;
3. Complete annually such Continuing Legal Education programs as required by the Texas Judicial Council and local rules of Upshur County for attorneys representing indigent accused persons, which shall include at least 8 hours of Continuing Legal Education in handling criminal cases

A court may replace an attorney if the appointed attorney does not make an effort to contact the defendant by the end of the first working day or does not interview the defendant as soon as possible, or may sanction said attorney for violation of those provisions

A judge trying criminal cases in the county may remove an attorney from consideration for appointments, if the attorney intentionally or repeatedly does not fulfill the duties required by law, rules, local rules, or provisions for providing reasonable assistance of counsel or complying with the requirements for inclusion on the approved list for counsel for indigent accused persons.

### XIII.

#### ANNUAL REVIEW OF ELIGIBLE LIST OF COURT APPOINTED COUNSEL

The Upshur County District Judge shall annually review and reform the list of eligible court appointed counsel and cause same to be posted outside the Upshur County District Clerk's office and made available to the public upon request.

The Upshur County Judge shall annually review and reform the list of eligible court appointed counsel and cause same to be posted outside the Upshur County Clerk's office and made available to the public upon request.

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XIV.  
LOCAL ADMINISTRATIVE JUDGE'S  
REPORTING COMPLIANCE

The above Standing Order was adopted by unanimous vote of the below signed judges and is effective beginning January 1, 2002.

Signed and ORDERED this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
HONORABLE LAUREN PARISH  
115<sup>th</sup> Judicial District Court

\_\_\_\_\_  
HONORABLE CHARLES STILL  
Upshur County Court

**EXHIBIT A**

**APPOINTMENT OF COUNSEL PLAN BY THE  
JUVENILE BOARD OF UPSHUR COUNTY**

To implement the Texas Fair Defense Act, to the extent practicable, the following Plan is adopted by the Juvenile Board effective January 1, 2002.

**INDIGENT DEFENSE**

**Rule 1 - General**

The rules in this Part govern practice in the related Court in Upshur County notwithstanding any other local rule to the contrary

**Rule 2 - Prompt Appearance Before a Magistrate**

The Juvenile Board of Upshur County will make supervisory personnel of all law enforcement agencies within their respective counties aware that each time a child is taken into custody pursuant to Texas and Federal law requires the law enforcement officer without necessary delay to either take the child to a juvenile processing office where the child may only be detained for six (6) hours and then released or taken to the Juvenile Probation Department. The child shall be processed by the juvenile probation department intake unit and if not released by intake, to parent/guardian, then a detention hearing shall be held not later than the second working day. An attorney shall be appointed as soon as possible before the detention hearing or after the hearing if the juvenile was not represented at the initial hearing

**Rule 3 - Appointing Judge**

(A) The Juvenile Board shall designate the Upshur County District Judge, County Judge, Justices of the Peace, and Municipal Judges to be the appointing Judges for all children alleged to have engaged in conduct indicating a need for supervision or delinquent conduct. The duties of the appointing Judge include:

- (1) Follow Rule 5 to make an initial determination of whether the income and assets of the child's parent or other person responsible for the child support must be used to ascertain whether the child is indigent;
- (2) Follow Rule 6 to select and appoint counsel to represent each indigent child; and
- (3) Follow Rule 7 to cause all interested parties to have notice of appointment decisions.

(1)

Appointing Judges shall complete these duties pursuant to the following timelines of Texas Family Code Section 51.101:

- (1) Appointment of attorney immediately following the initial detention hearing;
- (2) The 115<sup>th</sup> District Court shall determine, on the filing of a Petition, whether the child's family is indigent if:
  - (i) the child is released by intake;
  - (ii) the child is released at the initial detention hearing; or
  - (iii) the case was referred to the Court without the child in custody.

Once the Court makes a finding of indigence above, the Court shall appoint an attorney to represent the child until the case is terminated, the family retains an attorney, or the Court appoints a new attorney

For children who are not detained, the District Court shall appoint an attorney within five (5) working days following the date the juvenile is served with a Petition for Adjudication (Texas Family Code 54.03) or discretionary transfer (Texas Family Code 54.02)

The 115<sup>th</sup> Judicial District Court shall appoint an attorney within five (5) working days following the date the Motion or Petition for Modification (Texas Family Code 54.05) is filed when seeking commitment to the Texas Youth Commission (TYC) or secure correction facility (Boot Camp) This appointment continues until the District Court rules on the Motion or Petition (Modification), the family retains their own attorney or a new attorney is appointed

The appointing Judge may assign any of the duties stated in this Rule to a County or District employee who is hired to address administrative matters associated with indigent defense

- (B) The Juvenile Board shall assign such staff to see that all juveniles in the juvenile detention centers are appointed counsel in a timely fashion as per these rules of the Texas Family Code. The assigned staff shall report violations to the board

#### **Rule 4 - Appointment of Counsel**

Prior to the detention hearing, the appointing Court shall inform the child of his/her right to counsel and the right to court appointed counsel if the child and his/her family are indigent pursuant to Texas Family Code Section 54 01(b)

All detained children shall have an attorney appointed by the appointing Court to represent them at the detention hearing pursuant to Texas Family Code Section 51 01(a). The attorney appointed by the Court shall represent the child at the hearings unless counsel is retained by the child's parent/guardian

The attorney appointed by the Court shall continue to represent the child until the case is terminated, the child's family retains an attorney, or a new attorney is appointed by the Juvenile Court.

#### **Rule 5 - Indigence Determinations**

- (A) A person is "indigent" and thus qualifies for appointed counsel in this county if the income of the family totals less than 150% of the federal poverty level for the family, or the family's dependents currently receive food stamps, public housing, Temporary Assistance for Needy Families (TANF), or Medicaid, unless the family has net liquid assets worth over \$2,500, excluding the value of one vehicle (as under current Texas TANF law)

#### **Rule 6 - Selection and Appointment of Counsel**

- (A) The appointing Judge will identify which one of the appointment lists specified in Rule 8 below best correspond to the known information about the accusations against each indigent child
- (B) The appointing Judge will appoint the lawyer whose name appears next in order on the list so identified unless:
- (1) The child does not understand English, in which case the Judge will appoint the next lawyer who both appears next in order on the list and speaks the child's language (if one is available), Where a trial court is required to change counsel for good cause shown of written record,
  - (2) Judge exercises discretionary authority to appoint one of the attorneys whose name is among the next five names on the list, or
  - (3) In unusual circumstances, the appointing Judge enters a written finding of good cause on the notice appointing any qualified willing attorney regardless of whether the attorney's name is on the list.
- (C) Each time a lawyer is appointed out of order under the preceding paragraph, the lawyer who is appointed out of order shall not be appointed to a new case until all other eligible lawyers on that wheel have received an equal number of appointments.

- (D) Each attorney appointed under this rule is to represent the child through trial and appeal or including habeas corpus, until removed or replaced by court order or the child's family retains an attorney.
- (E) Where a child has had an attorney appointed in a pending delinquency matter, the same lawyer appointed on the prior pending case shall be appointed on the new case, if the child then qualifies for appointment. If any attorney is appointed under this rule, and that attorney is not qualified for the new case, the Judge shall appoint either a second attorney who is qualified or appoint proper qualified counsel to the new case.
- (F) The Chief Juvenile Probation Officer shall maintain a list of qualified attorneys by alphabetical order. Upon a child being found indigent, the Administrator shall inform the appointing court of the next name on the list.

**Rule 7 - Notice of Appointment Decisions**

- (A) If the appointing Judge finds that a child is not indigent under Rule 5 (A) above, the appointing Judge will enter that finding on the form, cause it to be returned to the person, and cause a copy to be filed by the Clerk.
- (B) If the appointing Judge finds that a child is indigent, the Judge will give notice of appointment attached as an Order of Appointment to be issued to both the child and the appointed attorney, and to be filed with the District Clerk
- (C) Notice to appoint counsel under this rule will be provided by telephone, facsimile, electronic mail, or some other similarly immediate means of communication.
- (D) When formal charges are filed against a child, the District Clerk shall file a copy of the application and order appointing the attorney

**Rule 8 - Appointment Lists**

The list for Upshur County shall consist of the name of all licensed attorneys residing or having an office for the practice of law in Upshur County, Texas, except:

- (1) Those attorneys who have filed an Affidavit, on the form approved by the District Judge, swearing that they will not accept employment on any criminal or juvenile case in Upshur County,
- (2) Those attorneys who have retired from or no longer engage in the practice of law;
- (3) Those attorneys who are employed with a governmental entity and whose employment is a disqualification from their being appointed to represent

(4)

defendants in county or state criminal proceedings; and

- (4) Those attorneys who the District Judge has found to not be qualified to represent respondents in juvenile cases before the District Court of Upshur County, Texas or for good cause should not be included on the list

The appointing Judge shall maintain six (6) indigent defense appointment lists in this County:

- (1) Conduct Indicating a Need for Supervision
- (2) A Delinquent Conduct, commitment to the Texas Youth Commission is not an authorized disposition as well as modification as such
- (3) A Delinquent Conduct, and Commitment to the Texas Youth Commission without a Determinate Sentence is an authorized disposition.
- (4) Proceedings regarding children with Mental Illness or Mental Retardation.
- (5) A Determinate Sentence proceeding.
- (6) A proceeding for Discretionary Transfer to Criminal Court.

An attorney may be included on a list only after the Judge of the 115<sup>th</sup> Judicial District Court approves adding the attorney's name to the list, and only if the attorney

- (1) Is a member in good standing of the State Bar of Texas,
- (2) Has read these Local Rules and pledges to diligently comply; and
- (3) Meets the minimum objective qualifications to remain on the list.

The minimum objective qualifications for inclusion on the list are

- (1) For the 1,2,3, and 4 lists, the attorney is a member of the State Bar of Texas in good standing
- (2) For the 5 and 6 lists
  - (i) The attorney has at least three (3) years of experience in juvenile law or criminal litigation;
  - (ii) The attorney has tried three (3) juvenile cases or criminal cases or any combination of both to a jury verdict as lead counsel,
  - (iii) Has attended at least 8 hours MCLE in Juvenile Law or Criminal Law or any combination of both per year.

Any attorney may apply to be placed on one or more of the six appointment lists by supplying the Juvenile Board with all of the information necessary for the Board to evaluate whether the attorney meets all requirements under this Rule. The Board will evaluate applications for placement on each list as needed, and at least quarterly. Names on each list will be ordered according to the date on which they are approved. The appointing Judge will remove an attorney's name from a list if:

- (i) The Juvenile Board votes to remove the attorney;

(5)

- (ii) The attorney fails to meet the minimum qualifications needed to remain on the list;
- (iii) The attorney ceases to be an active member of the State Bar of Texas, or
- (iv) The attorney requests removal from the list.

**Rule 9 - Replacement of Appointed Counsel**

- (A) A lawyer may be removed from an appointment upon satisfying the appointing Judge that the lawyer has good cause for being excused and that the client will not be prejudiced, in which case the judge shall use Rule 6 to immediately appoint another qualified lawyer
- (B) The Judge with jurisdiction over a juvenile case may replace appointed counsel after entering findings on the record showing good cause for the replacement and no prejudice to the child, including without limitation - current information about the child and charges indicates that counsel of different qualifications would be appropriate for the child under these rules
- (C) The Judge with jurisdiction over a juvenile case will replace appointed counsel at the child's request if (1) the child requests an attorney other than trial defense counsel for appeal or post-adjudication habeas corpus proceedings, or (2) the child shows good cause for replacing appointed counsel

**Rule 10 - Contact Between Appointed Counsel and Clients**

To minimize costs to the County under these Rules, magistrates will ensure that the County's Juvenile Probation Department knows how its policies may facilitate efficient communication between detained clients and attorneys without compromising the security of any detention facility, including policies that minimize the time that attorneys must wait for their clients at the Juvenile Probation Department. Appointed counsel will make every reasonable effort to interview their clients before the end of the day after the date the appointment is made, not including weekends and state holidays. It is a standing order of the Courts that upon request, the Chief Juvenile Probation Officer of the Juvenile Probation Department shall permit contact visits between inmate detainees and their attorneys, (including any member of the attorney's staff that the attorney finds necessary), at such times as the attorney finds it necessary to effect assistance of counsel. Failure to do so shall be a contempt of court

**STANDING ORDER FOR COMPENSATION OF ATTORNEYS  
APPOINTED TO REPRESENT INDIGENT DEFENDANTS**

On the 9 day of November, 2001, the 115<sup>th</sup> District Judge and Upshur County Judge, after a duly called and conducted meeting and discussion, did unanimously adopt this schedule of fees concerning compensation of court-appointed counsel for indigent defendants and related expenses made pursuant to Article 26 05, Texas Rules of Civil Procedure; therefore, it is ORDERED that compensation of court-appointed counsel and related expenses, made pursuant to a motion in the format prescribed by the appointing court, shall be as follows on a case-by-case basis as determined by the judge

Total compensation for appointed counsel services in the below listed misdemeanor, felony, and juvenile cases shall not exceed the following, unless the Court finds exceptional circumstances or that good cause for exceeding said total amount exists:

Guilty Plea - Misdemeanor	\$ 250 00
Guilty Plea - State Jail Felony	\$ 350 00
Guilty Plea - 3 <sup>rd</sup> Degree Felony	\$ 350 00
Guilty Plea - 2 <sup>nd</sup> Degree Felony	\$ 350 00
Guilty Plea - 1 <sup>st</sup> Degree Felony	\$ 350 00
Guilty Plea - Multiple Case	\$ 400 00
Dismissal of Filed Case	\$ 250 00
Indictment Quashed	\$ 250.00
Pre-trial representation where case never filed	\$ 150.00

**I. NON-FELONY CASES ("Not guilty" or "Not true" pleas)  
(Including Juvenile Cases Based on Charges of Misdemeanor Based Laws  
and Misdemeanor Appellate Work)**

- A. Compensation for time spent by counsel out of court shall not be less than FORTY DOLLARS AND NO CENTS (\$40.00) per hour nor more than SIXTY DOLLARS AND NO CENTS (\$60 00) per hour
- B. Compensation for time spent in court shall not be less than FIFTY DOLLARS AND NO CENTS (\$50 00) per hour nor more than SIXTY DOLLARS AND NO CENTS (\$60 00) per hour.

**II. FELONY CASES ("Not guilty" or "Not true" pleas)  
(Including Juvenile Cases Based on Charges of Felony Grade Laws  
and Felony Appellate Work)**

- A. Compensation for time spent by counsel out of court shall not be less than FIFTY DOLLARS AND NO CENTS (\$50 00) per hour nor more than SIXTY DOLLARS AND NO CENTS (\$60 00) per hour
- B. Compensation for time spent in court shall not be less than SIXTY DOLLARS AND NO CENTS (\$60 00) per hour nor more than SEVENTY FIVE DOLLARS AND NO CENTS (\$75 00) per hour

**III. CAPITAL CASE COMPENSATION**

In a capital case, in which the state seeks the death penalty, the rates for the lead attorney's services (first chair) shall be double the hourly rate provided above for non-capital felony attorney's fees. Total compensation for pre-trial, trial, and post-trial services in a capital (death sought) jury trial shall not exceed FORTY THOUSAND DOLLARS (\$40,000 00)

Any co-counsel (second or third chair) appointed by the Court shall be paid at the same rate as for non-capital felony cases under this order. Total compensation to co-counsel for pre-trial, trial, and post-trial services in a capital (death sought) jury trial shall not exceed TWENTY THOUSAND DOLLARS (\$20,000 00).

In capital cases, in which the state seeks the death penalty, the rates for appeal attorney services shall be double the hourly rate provided above for non-capital felony attorney's fees and shall not exceed TEN THOUSAND DOLLARS (\$10,000 00).

**IV. REIMBURSEMENT FOR REASONABLE EXPENSES FOR PURPOSES OF INVESTIGATION AND EXPERT TESTIMONY**

- A. In misdemeanor criminal cases appointed counsel will be reimbursed for reasonable expenses that are incurred provided prior court approval has been granted upon motion, application and a hearing held on said motion. Reasonable expenses upon prior court approval after motion and application may include expenses incurred for investigation and expert testimony, and will be in addition to the total compensation referred to in Section I of this Order. Said fees shall not exceed TWO HUNDRED AND FIFTY DOLLARS (\$250 00) in total investigator fees and THREE HUNDRED DOLLARS (\$300 00) in total expert fees.
- B. In capital and non-capital felony criminal cases appointed counsel will be reimbursed for reasonable expenses that are incurred provided prior court approval has been granted upon motion and application and a hearing held on said motion. Reasonable expenses upon prior court approval and after motion and application may include expenses incurred or expected to be incurred for investigation and expert testimony, and will be in addition to the total compensation referred to in

Section I of this Order. Said fees shall not exceed FIVE HUNDRED DOLLARS (\$500.00) in total investigator fees and FIVE HUNDRED DOLLARS (\$500.00) in total expert fees

- C. In capital felony criminal cases appointed counsel will be reimbursed for reasonable expenses that are incurred provided prior court approval has been granted upon motion and application and a hearing held on said motion. Reasonable expenses upon prior court approval and after motion and application may include expenses incurred or expected to be incurred for investigation and expert testimony, and will be in addition to the total compensation referred to in Section II of this Order. Said fees shall not exceed TWENTY-FIVE HUNDRED DOLLARS (\$2,500 00) in total investigator fees and TWENTY-FIVE HUNDRED DOLLARS (\$2,500 00) in total expert fees unless the Court finds exceptional circumstances or that good cause exists for exceeding said total amount

**V. REQUEST FOR PAYMENT OF ATTORNEY'S FEES AND EXPENSES**

Each attorney shall prepare a detailed statement of the nature of the services performed, the date of such performance, and the actual time spent on each such date and service, and shall submit to said statement with a verified affidavit to the trial judge:

- A. On the date of disposition of a case by a plea or bench trial, or
- B. Within 15 days of the date of verdict in a jury trial; or
- C. Within 15 days of the date the mandate being returned in an appeal

Bills for indigent attorneys fees not timely filed will be considered waived, the services performed PRO BONO, and said request for attorney's fees shall not be paid unless good cause is

shown

If the trial judge disapproves the requested amount, the judge shall make written findings stating the amount of payment approved and the reasons for approving an amount different from the requested amount. The attorney whose request for payment has been disapproved may, by written motion, file an appeal with the presiding judge of the administrative region.

THIS ORDER IS SIGNED AND EFFECTIVE ON THIS THE 9 DAY OF November, 2001, AND SAID ORDER SUPERCEDES ANY AND ALL PRIOR COURT STANDING ORDERS FOR ATTORNEY'S FEES AND OTHER EXPENSE COMPENSATION

Lauren Parish  
HONORABLE LAUREN PARISH  
115<sup>th</sup> Judicial District Court

Charles L. Still  
HONORABLE CHARLES STILL  
Upshur County Court

**SB7 INDIGENT APPOINTMENT/  
PROBABLE CAUSE/BAIL SETTING**

1. Defendant arrested on sight or on warrant
2. Arresting officer must complete and file offense report and probable cause affidavit information **AT THE TIME** the defendant is booked into jail - No one shall be booked in without the field offense report and probable cause affidavit information Affidavits for warrant arrests must be delivered to the jail upon arrest from SO Records or from the arresting agency
3. The next morning after arrest every felony arrestee shall be brought to a magistrate for a magistrate to hold a probable cause hearing and set bail and appoint counsel
4. At the Magistrate probable cause hearing the responsible judge shall comply with Senate Bill 7 for
  - 1 The magistrate and Miranda warnings,
  - 2 Notification of indigent representation rights,
  - 3 Making of record of the magistrate warnings,
  - 4 Notification of attorney rights,
  - 5 Inquiry as to whether the defendant is requesting court appointed counsel,
  - 6 Provide defendant with Affidavit of Indigence and reasonable assistance in completing said forms, and
  - 7 Refer immediately to the District Judge for appointment of counsel
5. Misdemeanor charges - Court appointments shall be made not later than three working days of the date of receipt of request for counsel from the magistrate Notice of appointment will be FAXED to the appointed attorney and a call made to the receptionist or answering service informing him/her of the appointment
6. Felony charges and defendants with both Misdemeanor charges and Felony charges - the District Judge will establish a rotating plan Such appointment shall be made not later than three days of the date of receipt of request for counsel from the magistrate Notice of appointment will be FAXED to the appointed attorney and a call made to the receptionist or answering service informing him/her of the appointment
7. The District and County Judges shall prepare and mail an "Affidavit" to all attorneys residing in Upshur County on or before November 2, 2001
8. Such attorneys are ORDERED to complete such "Affidavit" and return same to the Upshur County District Judge in the pre-addressed envelope post marked no later than November 15, 2001

- 9 Attorneys who fail to timely complete and return such "Affidavit" shall be issued a Show Cause Order to appear and show cause on December 4, 2001 why they should not be held in contempt
- 10 The District and County Judges shall approve a graduated list of attorneys for appointment in misdemeanor cases by December 15, 2001. The list shall be posted outside the Upshur County Clerk's office and made available to the public
- 11 The District Court Judge shall approve a graduated list of attorneys for appointment in felony and misdemeanor (where applicable) cases by December 15, 2001. The list shall be posted outside the Upshur County District Clerk's office and made available to the public
- 12 These lists shall be updated annually by the judges. Affidavits will not be required each year but the attorney MUST file a new affidavit if material changes occur in their affidavit. New Affidavits will be considered for the following years list
- 13 All attorneys on the list must annually complete 8 hours C L E in criminal law and present compliance affidavit to that effect
- 14 The District and County Judges will approve a new Magistrate's Warning and Probable Cause Order to be used by all Magistrates in Upshur County, Texas
- 15 The District and County Judges will approve a new Affidavit of Indigence to be used by all accused persons in requesting court appointed counsel
- 16 Pursuant to Senate Bill 7, the District and County Judges will approve a Compensation Schedule for Court Appointed Attorneys, Experts, and Investigators in Indigent Defense cases which shall be sent to the Upshur County Commissioners
- 17 The attorneys must use the Judge's approved form (with detailed itemization) to request payment for services
- 18 The Judges will use the approved form for either approving or ordering payment, or denying the request and ordering a different payment. If the judge denies a requested amount the Judge must make written findings stating the amount of payment approved and each reason for approving an amount different than the requested amount. These findings shall be included on the order and the attorney may appeal to the Regional Presiding Judge for the First Administrative Region
- 19 Reporting as required will be done by the Auditor's Office and the District Clerk. Copies of all reports shall go to the District Judge and County Judge.

**UPSHUR COUNTY PLAN AND  
STANDING RULES AND ORDERS FOR  
PROCEDURES FOR TIMELY AND FAIR APPOINTMENT OF COUNSEL  
FOR INDIGENT ACCUSED PERSONS IN  
UPSHUR COUNTY, TEXAS**

Effective Dates - January 1, 2002

Be it remembered that on this date the below signed District and County Judges for Upshur County, Texas hereby adopt, order, establish and order published these countywide procedures, rules, and orders for the timely and fair appointment of counsel for indigent accused persons in Upshur County, Texas. This document is the Upshur County Plan to conform with the requirements of S B 7 passed by the Texas Legislature and signed into law in 2001.

**I.**

**ARRESTING OFFICERS RESPONSIBILITIES**

An arresting officer must complete and file offense report and probable cause affidavit information **AT THE TIME** the defendant is booked into jail.

No one booked will be booked into the Upshur County Jail without the filed offense report and probable cause affidavit information.

The arresting officer must make himself/herself available to talk with the District Attorney or Assistant District Attorney as to whether or not the officer's appearance at the probable cause hearing will not be necessary.

The arresting officer must appear, if requested by the District Attorney or by subpoena, at the magistrate's probable cause hearing.

The arresting officer shall ensure that the next morning after arrest at 11 00 a m every arrestee shall be brought before a magistrate to hold a probable cause hearing and set bail and inform the accused person of their rights including right to court appointed counsel if indigent.

**II.**

**MAGISTRATE RESPONSIBILITIES**

The Justices of the Peace of Upshur County, Texas shall establish a plan and rotate holding magistrate's hearings each and every morning at 11 00 a m. This plan shall be established by December 15, 2001.

At the Magistrate Probable Cause hearing the responsible Justice of the Peace shall comply with Senate Bill 7 for:

- 1 Admonishing the accused of the magistrate and Miranda warnings as provided by law,
- 2 Notification of indigent representation rights;
- 3 Making of record of the magistrate warnings and right to court appointed counsel for indigent accused persons,
- 4 Notification of right to counsel and right to court appointed counsel if indigent;
- 5 Inquiry as to whether the defendant is requesting court appointed counsel,
- 6 Provide defendant with an Affidavit of Indigence and reasonable assistance in completing said forms, and
- 7 To appoint counsel from the approved appointment list program

### III. PROCEDURES AND FINANCIAL STANDARDS FOR DETERMINING INDIGENCE STATUS

At the Magistrate's Probable Cause hearing, each defendant shall be provided an opportunity to request court appointed counsel, if indigent. Each requesting defendant shall complete and file a sworn Affidavit of Indigence, in a form approved by the Upshur County District Judge and County Judge, with the Magistrate. The Magistrate will ensure that the defendant receives reasonable assistance in completing the necessary forms for requesting appointment of counsel. If the defendant does not speak and/or understand the English language or is deaf, the Magistrate shall inform the person in a manner consistent with the Texas Code of Criminal Procedure Articles 38.30 and 38.31.

The Magistrate shall immediately transmit the Probable Cause Order, the Affidavit of Indigence, Defendant's Request for Court Appointed Counsel, and Order Appointing Counsel to the County Judge in misdemeanor cases and to the District Clerk in felony cases for review by the appropriate judge. The County Clerk shall immediately notify the County Judge's office of the appointment. The District Clerk shall immediately notify the District Judge's office of the appointment.

In making court appointments of counsel for indigents the Justices of the Peace shall review the Affidavit of Indigence and such other information bearing on the financial status of the defendant and make a determination of indigence status and appoint counsel where required by law within 3 working days after receiving the request for court appointed counsel.

The Justice of the Peace making court appointments for counsel for indigents shall consider the following standards for determining indigence and such other reasonable factors as the court finds bearing on the financial inability of a defendant to retain counsel.

- 1 Defendant's income from any and all sources,
- 2 Sources of the defendant's income,
- 3 Assets of the defendant,
- 4 Property owned by the defendant, or in which the defendant has an interest;
- 5 Outstanding obligations of the defendant;

6. Necessary expenses of the defendant;
7. The number and age of the defendant's legal dependents;
8. Spousal income available to the defendant, and
9. Such other reasonable factors as determined by the judge.

The Justice of the Peace shall not consider whether the defendant has posted bail, except to the extent that it reflects on the defendant's financial circumstances

**IV.  
LIST OF ELIGIBLE ATTORNEYS FOR SERVICE AS  
COURT APPOINTED COUNSEL FOR  
INDIGENT ACCUSED PERSONS  
COUNTY COURT CASES**

The Upshur County Judge shall approve a list of eligible attorneys on or before December 15th of each year and such list shall be posted outside of the County Clerk's office and available to the public upon request

The Upshur County Judge shall prepare and distribute to all licensed attorneys residing in Upshur County, Texas an "Affidavit of Licensed Attorney Residing or Practicing in Upshur County, Texas" on or before November 2, 2001

IT IS ORDERED that each attorney receiving said mailing shall return said Affidavit to the Upshur County Judge in the enclosed pre-addressed envelope, post-marked on or before November 15, 2001

The Upshur County Judge shall on or before December 15, 2001, approve, and post outside the Upshur County Clerk's office such graduated lists, as set out below, of the names of attorneys approved to represent indigent accused persons in Upshur County Court

The list shall be graduated for attorneys that are competent to handle

- 1 Only misdemeanor appellate and writ representation
- 2 Only misdemeanor punishment ranges pre-trial, trial, post-trial, appellate and writ representation

The list shall consist of the name of all licensed attorneys residing in Upshur County, except

- 1 Those attorneys who have filed an Affidavit, on the form approved by the Upshur County Court, swearing that they do not accept employment on any criminal cases,
- 2 Those attorneys who have retired from or no longer engage in the practice of law,
3. Those attorneys who are employed with a governmental entity and whose

employment is a disqualification from their being appointed to represent defendants in county or state criminal proceedings, and

4. Those attorneys who the Upshur County Judge has found to not be qualified to represent defendants in criminal cases before the County Court of Upshur County, Texas

V.

**LIST OF ELIGIBLE ATTORNEYS FOR SERVICE AS  
COURT APPOINTED COUNSEL FOR  
INDIGENT ACCUSED PERSONS  
DISTRICT COURT CASES**

The 115<sup>th</sup> District Judge of Upshur County shall approve a list of eligible attorneys on or before December 15th of each year and such list shall be posted outside of the District Clerk's office and available to the public upon request

The Upshur County District Judge shall prepare and distribute to all licensed attorneys residing in Upshur County, Texas an "Affidavit of Licensed Attorney Residing or Practicing in Upshur County, Texas" on or before November 1, 2001

IT IS ORDERED that each attorney receiving said mailing shall return said Affidavit to the 115<sup>th</sup> District Court in the enclosed pre-addressed envelope, post-marked on or before November 15, 2001

The 115<sup>th</sup> District Judge shall on or before December 15, 2001, approve, and post outside the Upshur County District Clerk's office such graduated lists, as set out below, of the names of attorneys approved to represent indigent accused persons in Upshur County District Court

The list shall be graduated for attorneys that are competent to handle

- 1 Only misdemeanor appellate and writ representation, felony appellate and writ representation where the death penalty was not assessed
- 2 All appellate and writ representation including misdemeanors, non-capital, and capital felony cases
- 3 Only misdemeanor, State Jail Felony, and Third Degree Felony punishment ranges pre-trial, trial, post-trial, appellate and writ representation
- 4 Only misdemeanor, State Jail Felony, Third Degree Felony and Second Degree Felony punishment ranges pre-trial, trial, post-trial, appellate and writ representation
- 5 Only misdemeanor, State Jail Felony, Third Degree Felony, Second Degree Felony punishment range cases pre-trial, trial, post-trial, appellate and writ representation.

6. All criminal cases including misdemeanor, State Jail Felony, Second Degree Felony, First Degree Felony, Enhanced Punishment, Habitual Punishment, and Capital Felony - second or third chair only punishment range cases pre-trial, trial, post-trial, appellate and writ representation
7. All criminal cases including Misdemeanor, State Jail Felony, Second Degree Felony, First Degree Felony, Enhanced Punishment, Habitual Punishment, and Capital Felony (including lead counsel/first chair on death sought cases) only punishment range cases pre-trial, trial, post-trial, appellate and writ representation.

The list shall consist of the name of all licensed attorneys residing in Upshur County, Texas, except

- 1 Those attorneys who have filed an Affidavit, on the form approved by the Upshur County District Judge, swearing that they do not accept employment on any criminal cases,
- 2 Those attorneys who have retired from or no longer engage in the practice of law;
- 3 Those attorneys who are employed with a governmental entity and whose employment is a disqualification from their being appointed to represent defendants in county or state criminal proceedings, and
- 4 Those attorneys who the Upshur County District Judge has found to not be qualified to represent defendants in criminal cases before the District Court of Upshur County, Texas or for good cause should not be included on the list

**VI.  
COURT APPOINTED COUNSEL FOR  
INDIGENT ACCUSED PERSONS  
JUVENILE COURT CASES**

The Upshur County Juvenile Board shall establish the procedures, standards, guidelines, rules, and orders for the appointment of counsel to represent indigent juveniles in juvenile court cases as provided by law

**VII.  
MISDEMEANOR APPOINTMENT PROCEDURES AND RULES**

The County Court Judge, upon any finding of indigent and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the attorney. The staff of the County Judge shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

**VIII.  
NON-CAPITAL FELONY APPOINTMENT PROCEDURES AND RULES**

The District Court Judge, upon any finding of indigent and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the attorney. The staff of the District Judge shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

**IX.  
CAPITAL FELONY APPOINTMENT PROCEDURES AND RULES**

The District Court Judge, upon any finding of indigent and request for court appointed counsel, shall sign an Order Appointing Counsel and deliver same to the attorney. The staff of the District Judge shall immediately contact the attorney by phone, fax, or in person and notify said attorney of the appointment and the last known location of the defendant.

**X.  
COMPENSATION OF COURT APPOINTED COUNSEL**

Court appointed counsel shall receive such reasonable compensation as established by Standing Order of the Upshur County District and County Judges

The fee schedule adopted by formal action of the Upshur County District and County Judges shall comply with the Texas Code of Criminal Procedure Article 26 05 and all applicable law and shall be submitted to the Upshur County Commissioner's Court

**XI.  
APPOINTMENT OF INVESTIGATORS AND EXPERTS FOR INDIGENT DEFENSE**

Appointment and reimbursement for reasonable and necessary investigation, mental health and other experts shall be as provided by law and only upon written motion and prior approval of the trial judge for such appointment and anticipated reimbursement

**XII.  
RESPONSIBILITY OF COURT APPOINTED COUNSEL**

Court appointed counsel shall make every reasonable effort to contact the defendant not later than the end of the first working day after appointment and to interview the defendant as soon as practicable

Court appointed counsel on the approved list must maintain an office with a phone which is answered by a receptionist or answering service from 8.00 a.m. to 12 00 p.m and from 1.00 p m to 5 00 p m Monday through Friday (except for Upshur County holidays as set out in the official Upshur County calendar approved by the Upshur County Commissioner's Court) and

which receptionist or answering service can promptly locate the attorney and notify said attorney of appointment or hearing set. Court appointed counsel on the approved list must maintain a FAX number to which FAXES may be received 24 hours a day, seven days a week. These numbers shall be included on the "Affidavit of Licensed Attorney Residing and Practicing Law in Upshur County, Texas" and shall be the official numbers which will be utilized by the court to inform counsel of appointment or court hearings. Any change in these notification numbers must be given in writing to the District Judge and County Judge in Upshur County prior to the change.

Court appointed counsel shall comply with all laws, rules, procedures, and ethical provisions for providing reasonable assistance of counsel to their client.

Court appointed counsel shall maintain a high standard of ethical conduct and always be completely candid with the trial court.

Court appointed counsel shall timely inform their client of matter relating to the preparation, trial, and disposition of the case, appellate and writ rights, deadlines, and procedures for proper processing, and such other matters as necessary to provide reasonable assistance of counsel.

Court appointed counsel shall represent a defendant until the defendant is acquitted, appeals are exhausted, or the court, after entering a finding of good cause on the record, relieves the attorney and/or replaces the attorney with other counsel.

Court appointed counsel shall meet the following standards, said attorney shall

- 1 Be a member in good standing with the State Bar of Texas,
- 2 Professionally perform duties and responsibilities of a licensed attorney for the State of Texas,
- 3 Complete annually such Continuing Legal Education programs as required by the Texas Judicial Council and local rules of Upshur County for attorneys representing indigent accused persons, which shall include at least 8 hours of Continuing Legal Education in handling criminal cases.

A court may replace an attorney if the appointed attorney does not make an effort to contact the defendant by the end of the first working day or does not interview the defendant as soon as possible, or may sanction said attorney for violation of those provisions.

A judge trying criminal cases in the county may remove an attorney from consideration for appointments, if the attorney intentionally or repeatedly does not fulfill the duties required by law, rules, local rules, or provisions for providing reasonable assistance of counsel or complying with the requirements for inclusion on the approved list for counsel for indigent accused persons.

**XIII.  
ANNUAL REVIEW OF ELIGIBLE LIST OF COURT APPOINTED COUNSEL**

The Upshur County District Judge shall annually review and reform the list of eligible court appointed counsel and cause same to be posted outside the Upshur County District Clerk's office and made available to the public upon request

The Upshur County Judge shall annually review and reform the list of eligible court appointed counsel and cause same to be posted outside the Upshur County Clerk's office and made available to the public upon request

**XIV.  
LOCAL ADMINISTRATIVE JUDGE'S  
REPORTING COMPLIANCE**

The above Standing Order was adopted by unanimous vote of the below signed judges and is effective beginning January 1, 2002.

Signed and ORDERED this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
HONORABLE LAUREN PARISH  
115<sup>th</sup> Judicial District Court

\_\_\_\_\_  
HONORABLE CHARLES STILL  
Upshur County Court

VOL 100 PG 990

CAUSE NUMBER \_\_\_\_\_

STATE OF TEXAS

X

IN THE 115<sup>TH</sup> DISTRICT COURT

X

OR

VS.

X

COUNTY COURT IN AND FOR

X

UPSHUR COUNTY, TEXAS

X

**AFFIDAVIT OF THE ITEMIZED  
TIME AND SERVICES FOR COURT APPOINTED COUNSEL  
AND REQUEST FOR COMPENSATION**

STATE OF TEXAS

X

COUNTY OF UPSHUR

X

I, \_\_\_\_\_

(Print name of Court Appointed Counsel)

State Bar of Texas Number \_\_\_\_\_, do hereby file this affidavit of the itemized time and services performed in the above numbered and entitled cause(s) of action and do solemnly swear or affirm that the below information is true and correct

This request for compensation is reasonable and necessary. The following is a true and accurate itemization of the time and services by date, description of service, and actual time expended in rendering such service (I have attached \_\_\_\_\_ additional pages which are incorporated herein by reference)

<u>DATE OF SERVICE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME RENDERED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby, having been sworn upon oath, depose, state, and certify that the above information is true and correct

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
AFFIANT

Print Name \_\_\_\_\_

Subscribed and Sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2001.

\_\_\_\_\_  
NOTARY PUBLIC OR PERSON  
AUTHORIZED TO ADMINISTER OATHS  
Print Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_



ALL STATE OF TEXAS LICENSED ATTORNEYS RESIDING IN UPSHUR COUNTY ARE ORDERED TO FULLY COMPLETE THIS AFFIDAVIT AND RETURN SAME TO THE 115<sup>TH</sup> DISTRICT JUDGE IN THE ENCLOSED PRE-ADDRESSED ENVELOPE, POST-MARKED ON OR BEFORE NOVEMBER 15, 2001.

FAILURE TO COMPLY WITH THIS ORDER, WHICH IS NECESSARY FOR THE DUE AND PROPER ADMINISTRATION OF JUSTICE, SHALL RESULT IN A SHOW CAUSE ORDER BEING ISSUED TO SUCH OFFENDING ATTORNEY TO APPEAR BEFORE THE 115<sup>TH</sup> DISTRICT JUDGE IN UPSHUR COUNTY ON DECEMBER 5, 2001 AT 9:00 A.M. TO SHOW CAUSE WHY THEY SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO TIMELY MAIL SUCH FULLY COMPLETED AND SWORN AFFIDAVIT.

AFFIDAVIT OF LICENSED ATTORNEY  
RESIDING IN UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF UPSHUR

I, \_\_\_\_\_,  
(Print name of attorney completing Affidavit)

State Bar of Texas Number \_\_\_\_\_, do hereby file this affidavit in compliance with the Upshur County Plan and Standing Rules and Orders for Procedures for Timely and Fair Appointment of Counsel for Indigent Accused Persons in Upshur County, Texas for establishment of a list of eligible licensed attorneys to represent indigent accused persons in Upshur County, Texas and do solemnly swear or affirm that the below information is true and correct. Should any change in this information occur, I understand that I must within 30 days of such change file an Amended Affidavit of Licensed Attorney Residing or Practicing Law in Upshur County, Texas with the 115<sup>th</sup> District Court in Gilmer, Texas.

I have checked below all applicable provisions and have completed the requested information below with full, complete, and true answers.

I.  
INCLUSION/EXCLUSION FROM THE APPOINTMENT LIST

- ( ) I am requesting that my name NOT BE INCLUDED on the list of licensed attorneys eligible for court appointment in Upshur County, Texas for the following reason (Check all that apply)
- ( ) I state, under oath, that I will not accept employment to represent a defendant in any criminal case in Upshur County, Texas.

- ( ) I state, under oath, that due to my employment with a governmental entity I am disqualified from representing indigent accused persons in County or State Courts in Upshur County, Texas
- ( ) I state, under oath, that I am retired or am not currently in the active practice of law
- ( ) I state, under oath, that the following is a good cause reason for my name not to be included on the list of licensed attorneys eligible for court appointment in Upshur County, Texas

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets to this affidavit as needed for further explanation)

- ( ) I understand that my name **WILL BE CONSIDERED FOR INCLUSION** on the list of licensed attorneys eligible for court appointments in Upshur County, Texas, and I state, under oath or affirmation that I am a (check all that apply)
  - ( ) Competent licensed attorney to handle MISDEMEANOR criminal cases
  - ( ) Competent licensed attorney to handle APPEALS of MISDEMEANOR criminal cases
  - ( ) Competent licensed attorney to handle STATE JAIL FELONY criminal cases
  - ( ) Competent licensed attorney to handle THIRD DEGREE FELONY criminal cases.
  - ( ) Competent licensed attorney to handle SECOND DEGREE FELONY criminal cases
  - ( ) Competent licensed attorney to handle FIRST DEGREE FELONY criminal cases
  - ( ) Competent licensed attorney to handle CAPITAL FELONY criminal cases
  - ( ) Competent licensed attorney to handle APPEALS of NON-CAPITAL FELONY cases
  - ( ) Competent licensed attorney to handle APPEALS of CAPITAL FELONY cases
  - ( ) Competent licensed attorney to handle JUVENILE cases
  - ( ) Competent licensed attorney to handle APPEALS of JUVENILE cases

**II.**  
**EDUCATIONAL AND C.L.E. BACKGROUND**

I certify that I have the following educational and Continuing Legal Educational background (Check all that apply)

**BASIC EDUCATION:**

- High School Diploma
- Bachelor's Degree
- Law Degree
- Master's Degree
- Doctor of Philosophy Degree
- Medical Doctor Degree
- Other Advanced Degree

**LICENSED TO PRACTICE LAW:**

- Licensed to Practice Law in Texas by the Texas Supreme Court on  
\_\_\_\_\_, \_\_\_\_\_  
Month Year
- I am currently a licensed attorney in good standing with the State of Texas and the Texas Supreme Court
- I am also a licensed attorney in good standing to practice law in the State of \_\_\_\_\_
- I have been admitted to practice law in the U S Federal District Courts for the Eastern District of Texas
- I have been admitted to practice law in the U S Federal District Courts for the \_\_\_\_\_ District of the State of \_\_\_\_\_
- I have been admitted to practice law before the U.S Fifth Circuit Court of Appeals
- I have been admitted to practice law before the U S. \_\_\_\_\_ Circuit Court of Appeals

- ( ) I have been admitted to practice law before the United States Supreme Court.
- ( ) I have been certified as a specialist by the Board of Legal Specialization of the State Bar of Texas in the following areas of law:  
\_\_\_\_\_

**CONTINUING LEGAL EDUCATION:**

- ( ) I have attended the required number of hours for continuing legal education during the last reporting period as reported to the State Bar of Texas.
- ( ) I have attended the Advanced Criminal Law Seminar sponsored by the State Bar of Texas for the following years.  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) I have attended C L E programs dealing with criminal law issues during the following years  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) I have attended C L E programs dealing with juvenile law issues during the following years  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) I have attended C L E programs dealing with non-criminal law areas and certify that I have not attended a C L E program dealing with criminal law
- ( ) I have attended C L E programs dealing with the use of and challenges to mental health or forensic expert witnesses The most recent course attended was on the following date \_\_\_\_\_
- ( ) I have attended C L E programs or training relating to criminal defense in death penalty cases The most recent course attended was on the following date \_\_\_\_\_
- ( ) I have attended C L E programs relating to investigating and presenting mitigating evidence at the penalty phase of death penalty trials The most recent course attended was on the following date \_\_\_\_\_
- ( ) I have attended C L E programs relating to appeals of criminal cases The most recent course attended was on the following date \_\_\_\_\_
- ( ) I have attended C L E programs relating to appeals of juvenile cases The most recent course attended was on the following date \_\_\_\_\_



( ) I have been lead counsel in one or more capital felony appeals - life sentence



- ( ) Other (Specify) \_\_\_\_\_

V.

**ETHICS AND PRIOR SANCTION HISTORY DISCLOSURE**

I certify, under oath, that I (check only those that are true and correct)

- ( ) Have not been sanctioned by the State Bar of Texas for any ethical violation.

For purposes of this inquiry, "Sanctioned" is defined as disbarment, probation, public reprimand, suspended, fined, or such other State Bar of Texas sanction that is of public record

- ( ) Have not been found by a trial judge and/or appellate court to have provided ineffective assistance of counsel
- ( ) Will comply with the State Bar Rules for Professional conduct
- ( ) Will comply with The Texas Lawyer's Creed - A Mandate for Professionalism
- ( ) Will obtain copies and keep myself informed of the local rules of procedure for Upshur County, Texas

VI.

**CERTIFICATION OF KNOWLEDGE OF  
STANDING RULES FOR  
PROCEDURES FOR TIMELY AND FAIR APPOINTMENT OF COUNSEL  
FOR INDIGENT ACCUSED PERSONS IN  
UPSHUR COUNTY, TEXAS**

I certify, under oath, that I have received, read, and understand the Upshur County Plan and Standing Rules and Orders for Procedures for Timely and Fair Appointment of Counsel for Indigent Accused Persons in Upshur County, Texas dated \_\_\_\_\_, 2001 and effective January 1, 2002 and will comply with said plan, rules, and orders

I certify, under oath, that I shall maintain an office with a phone which is answered by a receptionist or answering service from 8 00 a m to 12 00 p m and from 1 00 p m to 5 00 p m Monday through Friday (except for Upshur County holidays as set out in the official Upshur County calendar approved by the Upshur County Commissioner's Court) and which receptionist or answering service can promptly locate the attorney and notify said attorney of appointment or hearing setting Court appointed counsel on the approved list must maintain a FAX number to which FAXES may be received 24 hours a day, seven days a week. These numbers are as follows:

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Office Receptionist \_\_\_\_\_

Office Answering Service \_\_\_\_\_

FAX Number \_\_\_\_\_

I will give written notice of any change in these notification numbers to each 115<sup>th</sup> District Judge and Upshur County Judge prior to the change

I acknowledge that I shall contact any accused person I am appointed to represent by the end of the first working day following notification of my appointment

I acknowledge that I shall interview said accused person as soon as practicable.

I certify, under oath, that I will zealously represent my client but always within the bounds of the law and legal ethics of Texas

I understand that I must timely submit my bill for:

- 1 Indigent legal representation on the date a case is disposed of by a plea or bench trial, or
- 2 Indigent legal representation within 15 days of the date of judgment in a jury trial, or
- 3 Indigent appeal representation within 15 days of the date a mandate is returned on appeal

I understand and acknowledge that failure to comply with these time requirements shall result in my waiver of right for such compensation and my services will have been performed PRO BONO

I understand that I have a continuing duty to file an Amended Affidavit within 30 days of the date any of the above information changes

I hereby, have been sworn upon oath, depose, state, and certify that the above information is true and correct

Witness my signature on this the \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
AFFIANT  
Print Name \_\_\_\_\_

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Subscribed and Sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2001.

NOTARY PUBLIC/PERSON AUTHORIZED  
TO ADMINISTER OATHS

Print Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Seal

VOL 60 PG 1002

CAUSE NUMBER \_\_\_\_\_

THE STATE OF TEXAS	X	IN THE 115 <sup>TH</sup> DISTRICT COURT
	X	OR
VS.	X	UPSHUR COUNTY COURT
	X	
_____	X	UPSHUR COUNTY, TEXAS

**ORDER TO PAY COURT APPOINTED ATTORNEY**

Be it remembered, that after considering the reasonable and necessary overhead costs, the availability of qualified attorneys willing to accept the stated rate, the time and labor reasonably required, the complexity of the case, the experience and ability of counsel, and such other factors as evidenced by the record, file, and docket sheet in this case

- ( ) The Court finds that the above Affidavit of the Itemized Time and Services for Court Appointed Counsel and Request for Compensation and attached time sheet affidavit is proper and that said above reasonable and necessary services were certified as performed by counsel in this case and said Motion should be granted. It is therefore ORDERED that the said Court Appointed Counsel, named above, be and shall be paid, from the General Fund of Upshur County, Texas the following amount

\$ \_\_\_\_\_

- ( ) The Court, having also considered the above Request for Compensation and attached time sheet affidavit, finds that the requested amount should and it is hereby disapproved. The Court enters the following written findings (check only those which the court finds)

- ( ) The request for payment is unreasonable and not in conformity with the Standing Order for Compensation of Attorneys Appointed to Represent Indigent Defendants, which the Court finds provides reasonable compensation.
- ( ) Court appointed counsel seeks compensation for research and time which are not reasonably related to the specific case on trial and/or work which was not reasonable and necessary to the preparation and disposition of this case
- ( ) Other \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Therefore, the following amount is approved by the Court

\$ \_\_\_\_\_

Signed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
JUDGE PRESIDING

Date Paid by County: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF UPSHUR

CASE NUMBER \_\_\_\_\_  
ACCUSED \_\_\_\_\_  
DATE BOOKED IN \_\_\_\_\_  
TIME BOOKED IN \_\_\_\_\_  
(\*above must be completed by arresting officer)

**AFFIDAVIT**  
**SUBMITTED FOR PROBABLE CAUSE DETERMINATION**

Before me the undersigned authority on this day personally appeared the affiant whose signature appears below, a peace officer for the State of Texas, who after being duly sworn upon oath deposes and says that said affiant has good reason to believe and does believe that the accused person \_\_\_\_\_ did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, commit the offense of \_\_\_\_\_ which offense is charged to be classified as a ( ) MISDEMEANOR ( ) FELONY and is against the laws of the State of Texas

The good reason and belief of the affiant officer for this affidavit is based upon the following facts and circumstances (provide narrative below and on attached sheets or attaching the case/offense report copy, as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
AGENCY

VOL LeO PG 1004

Print Name \_\_\_\_\_

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public/Magistrate  
(Cross out inapplicable authority)

ORDER FINDING PROBABLE CAUSE,  
SETTING BAIL AND INFORMING DEFENDANT OF RIGHT TO COUNSEL  
WARNING BY MAGISTRATE

THE STATE OF TEXAS  
COUNTY OF UPSHUR

This is to certify that I, \_\_\_\_\_ acting  
as and in the capacity of a magistrate did, on the \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_\_\_\_ at \_\_\_\_\_ M, did in clear language inform

NAME OF ACCUSED \_\_\_\_\_  
CASE NUMBER \_\_\_\_\_

who appeared before me in the \_\_\_\_\_ Court in Gilmer, Upshur  
County, Texas as follows

1 You are accused of the criminal offense of \_\_\_\_\_  
\_\_\_\_\_ which charge is (is not) based on an affidavit

2 You have the right to remain silent and are not to make any statement Any  
statement made by you can be used as evidence against you in a court of law

3 You have the right to hire a lawyer or if you are indigent, too poor, or cannot  
afford to hire a lawyer you have the right, at your request to have a lawyer  
appointed to represent you You have the right to talk to a lawyer before being  
questioned or interviewed by any peace officer or attorney representing the state  
and you have the right to have a lawyer present with you during any such  
questioning or interview You have the right to end any such questioning or  
interview at any time

4 You have a right to have an examining trial if you so desire

I, the magistrate in this case, have further in clear language understood by the accused  
person informed said accused person that

1 You have the right to request appointment of counsel if you cannot afford counsel.

2 The procedure for requesting appointment of counsel consists only of you, the  
accused person, completing the "Affidavit of Indigence" and signing and swearing  
to the truthfulness of the statements contained in said Affidavit

3 I am providing you at this time a copy of the "Affidavit of Indigence and Request  
for Appointing of Counsel" in a language which you can understand and I will  
make available, at your request, an individual to provide reasonable assistance in

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completing said Affidavit at this time.

- 4 If you request court appointed counsel, and I find that you are entitled to a court appointed attorney, then I will appoint counsel within three (3) working days after receiving your request for court appointed counsel and will notify your appointed attorney of such assignment.
5. Said attorney will make every reasonable effort to contact you not later than the end of the first working day after appointment and to interview you as soon as practicable

The Affidavit Submitted for Probable Cause Determination as to the above named accused in the above referenced case number has been presented to me and upon consideration of the facts and circumstances contained therein, it is hereby determined that

- ( ) probable cause exists for the purposes of Texas and Federal Law and for the purposes set out in Section 5 of the Texas Code of Criminal Procedure, Article 17 033 and the accused is ordered to remain in custody of the Upshur County Sheriff's Department I have informed the accused of his Miranda warnings and Magistrate warnings as provided by law and I have set the bail in this case number at

\$ \_\_\_\_\_  
( ) with conditions as set out on the attached conditions of bail form

- ( ) probable cause does not exist and the accused is ordered released from custody in this case/charge

I, the magistrate in this case, hereby certify that

- 1 The law enforcement agency having custody of the accused has brought the accused before this magistrate not later than 48 hours after arrest
2. I have informed the accused of his right to request appointment of counsel, if indigent, and the procedures for requesting appointment of counsel
3. If the accused does not speak and/or understand the English language or is deaf, I have informed the accused in a manner consistent with Texas Code of Criminal Procedure Articles 38 30 and 38 31
- 4 I have ensured that all reasonable assistance in completing the necessary forms for requesting appointment of counsel is provided
5. A record (written forms, electronic recordings, or other documentation as authorized) of the magistrate's advising the accused of right to appointed counsel has been prepared in accordance with law and such record consists of this

VOL 60 PG 1007

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 10-29-01

Formal notice is hereby given that Pritchett Water whose principal address is 4670 Highway 1555 J.C. does hereby propose to place a water line within the ROW of County Road Jamesburg

The location and description of the proposed line or appurtenance is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved on or after the 29 day of October, 2001.

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

NAME Darryl James

PHONE 734-5408

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed water line as shown by accompanying drawings and notice dated October 29 2001 except as noted below.

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

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

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

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 14 AM 9:29  
UPSUR COUNTY, TX.  
DEPUTY

VOL 60 PG 1008

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GRAND DERR, TEXAS

PRECINCT 4 DATE 11-6-01

Formal notice is hereby given that Prichett Water whose principal address is 3670 Hwy 1553 90 does hereby propose to place a water line within the ROW of County Road Hwy

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 6 day of November, 2001

Darryl James hereby attest that I have read the conditions set forth in this application and understand its contents

NAME Darryl James

PHONE 734-5438  
734-4497 fax

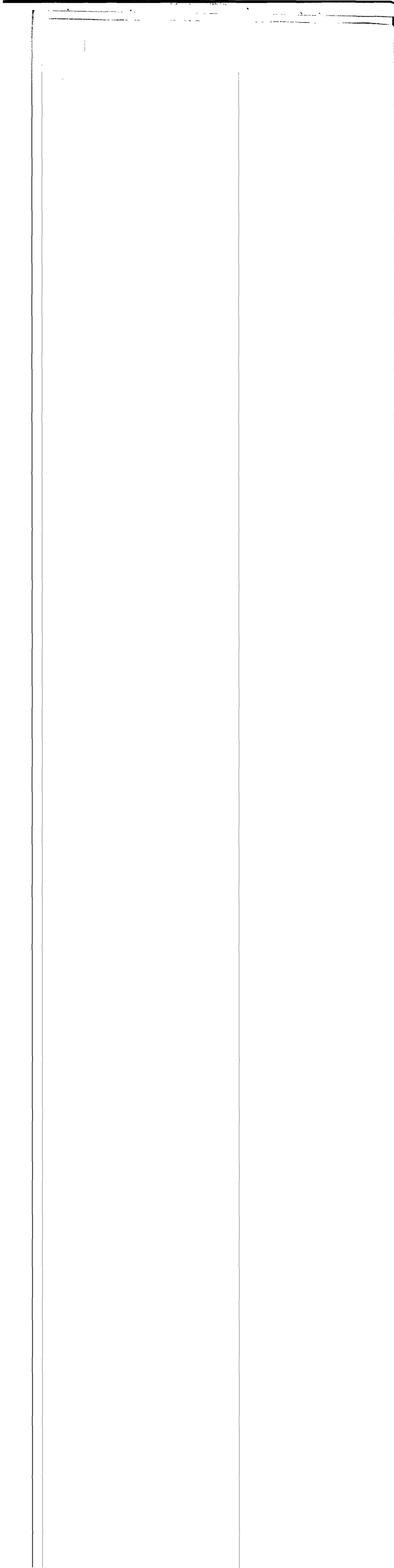
APPROVAL OF PERMIT APPLICATION

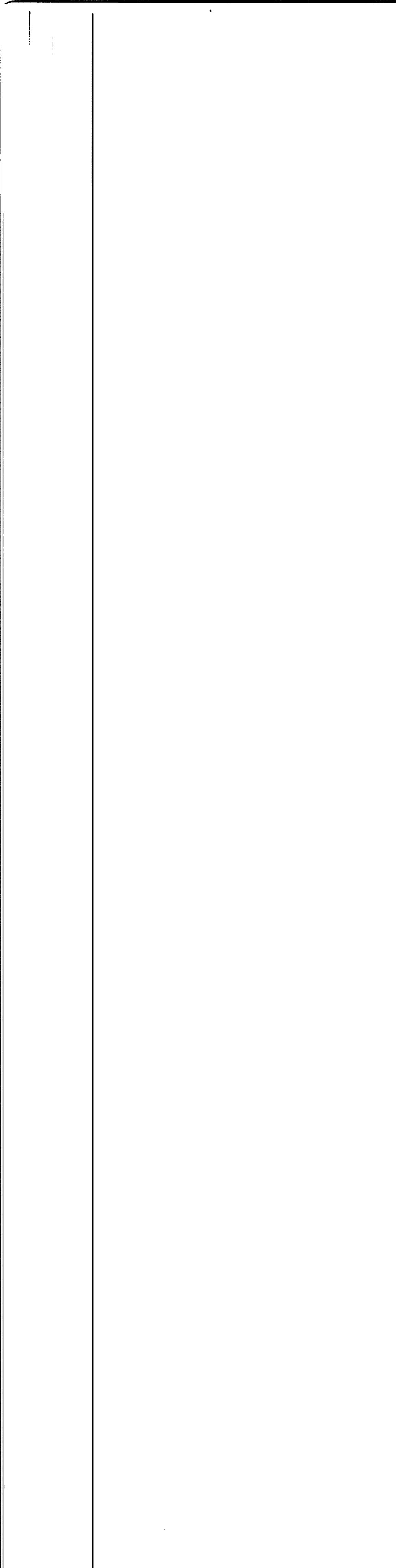
The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed water line as shown by accompanying drawings and notice dated November 6, 2001, except as noted below

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

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

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





SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths)  
FM 852 turn on E 02 0 ft approx 1 mile

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 move house from its lands located in Precinct No 4, Upshur County.

4.  
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party

5  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ 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.

Douglas Vaughn  
First Party Signature

Rt 3 Box 30043  
Street or Box

Winnadene 75494  
City, State and Zip Code

588-4315 cell  
903-342-6757  
Telephone

\_\_\_\_\_  
Timber Tract

12-4-01  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner # 1

[Signature]  
Commissioner # 2

[Signature]  
Commissioner # 3

[Signature]  
Commissioner # 4

\_\_\_\_\_  
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED  
REX A. SHAW  
COUNTY CLERK  
UPSHUR COUNTY, TX.  
01 DEC 14 AM 9:29  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths)  
 Hwy 271 turn on W. 11th turn on Guinea  
turn on Belt-O-link, approx 1/2 mile

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 its lands located in Precinct No. 1, Upshur County

4  
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party

5  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ 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

Roemary Seaborn  
First Party Signature

1701 W. Tyler  
Street or Box

J. Omer  
City, State and Zip Code

843-1316  
Telephone

\_\_\_\_\_  
Timber Tract

12-10-01  
Date Signed

Ch  
County Judge

Jack Omer  
Commissioner # 1

Long Street  
Commissioner # 2

[Signature]  
Commissioner # 3

[Signature]  
Commissioner # 4

\_\_\_\_\_  
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED  
REX A. SHAW  
CLERK  
01 DEC 14 AM 9:29  
UPS HUR COUNTY, TX.  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths)  
 Hwy 852 turn right approx 1 1/2 miles

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 its lands located in Precinct No 4, Upshur County

4  
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party

5  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ 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.

Dan Alexander  
First Party Signature

[Signature]  
County Judge

416 Box 510  
Street or Box

[Signature]  
Commissioner # 1

Road, TX 75785  
City, State and Zip Code

[Signature]  
Commissioner # 2

903-683-1055  
Telephone

[Signature]  
Commissioner # 3

W.M.H.O.O  
Timber Tract

[Signature]  
Commissioner # 4

12-10-01  
Date Signed

\_\_\_\_\_  
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED  
REX A SHAW  
COUNTY CLERK  
01 DEC 14 AM 9:29  
UPSHUR COUNTY, TX.  
DEPUTY

**ATTENDANCE SIGN-IN SHEET**  
**LOCATION: DESEUR COUNTY LIBRARY ANNEX**  
**DATE: DECEMBER 15, 2001**

1. Gaijon Morrison	1. Gilmer
2. Paddy Littlejohn	2. Harmony ISD
3. Max D. Loyd	3. Gladewater
4. <del>John Henson</del>	4. ORE CITY
5. A.T. Shoemaker	5. Harmony I.S.D.
6. JAL NOL	6. New Diana ISD
7. LARRY BENNETT	7.
8. John Bolster	8. Searcy in Firm
9. Susie Mason	9. Searcy Law Firm
10. <del>Wynne King</del>	10. Harmony ISD
11. John Smith	11. Chandler
12. <del>Harmony</del>	12. Gilmer
13. Donald Grimes	13. "
14. James Carlson	14. "
15. J. & S.	15. "
16. John Roffis	16. "
17. Kay Rader	17. "
18. Doug Harp	18. Gilmer
19. Garland Williams	19. Gilmer
20. Lee Williams	20. Gilmer
21. Dale Cooper	21. Union Grove ISD
22. <del>John</del>	22. Big Sandy ISD
23. Kay Miller	23. Harmony ISD
24. Mike Hanna	24. Harmony ISD
25. <del>Charles Perry</del>	25. B.S.

**ATTENDANCE SIGN-IN SHEET**  
**LOCATION: UPSHUR COUNTY LIBRARY ANNEX**  
**DATE: DECEMBER 14, 2001**

1. Ann Moran	1. Melissa
2. Myra Harris	2. Dilmer
3. Karen Steadman	3. Dilmer
4. Rachel Reynolds	4.
5. [unclear]	5.
6. D Royer	6.
7. [unclear]	7. Ore City
8. Tom Brown	8. ORE CITY 750
9. Kim [unclear]	9. Dilmer TX. Hales Hill ISD
10. [unclear]	10. Union Hill sch. TX.
11. Karen July	11. Karen Tucker
12. [unclear]	12. [unclear]
13. [unclear]	13. [unclear]
14. JENN BREAZALE	14. ORE CITY
15.	15.
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.
21.	21.
22.	22.
23.	23.
24.	24.
25.	25.

VOL 60 PG 1018



P.O Box 2034  
Austin, Texas 78768  
(512) 328-8889  
(800) 823-7782  
Fax: (512) 328-8887

Date: 12/28/2001  
To: Myra Harris  
RE: Enron investments  
Fax# 903-843-3478  
From: GLENN X289  
Total # of pages sent: 2 Including Cover  
(including cover sheet)

**Comments:**

Call if you have any further questions.

If you need more detailed information please either contact Karen Correa or Ray Henry

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal service. THANK YOU!

IF ANY OF THE FOLLOWING PAGES ARE NOT LEGIBLE,  
PLEASE CONTACT US AT (512) 328-8889

- Original WILL follow via:      XX Original will NOT follow:
- Regular Mail
  - Hand Delivery
  - Overnight Delivery
  - Other

FILED  
REX A. SHAW  
COUNTY CLERK  
01 DEC 28 PM 12:11  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 60 PG 1019

At September 30, 2001, TCDRS had \$1.455 billion invested in a passively managed, Wilshire 5000 index fund managed by State Street Global Advisors (SSgA). During the two month period ended November 30, 2001, this fund had a return of 10.4%. SSgA reports that the drop in the price of Enron common stock from September 30<sup>th</sup> to November 30<sup>th</sup> cost the Wilshire 5000 fund an additional 18 basis points of return (10.58% vs. 10.4%).

A basis point equals one hundredth of one percent.

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