

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, AUGUST 15, 2002, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of expenditures.
4. Accept financial statements.
5. Accept for Recording the Comprehensive Annual Financial report
6. Consider approval of accounts payable and take action.
7. Consider approval of any payroll changes and take action.
8. Accept payroll register.
9. Approve Treasurer's monthly and quarterly reports.
10. Discuss changing the TCDRS for 2003.
11. Consider bids on property foreclosed for delinquent taxes.
12. Hear the Honorable Bob Glaze:
 1. clarify the status of veterans home propositions as per Texas locations and also the Federal, State and Local involvements.
 2. legislative enactments, local involvements, cost factors involved in state laws relating to the county operation of Road and Bridge Systems
11. Hear Donny McCoy, John Spidler, and Barbara Fairbanks of the Finance Committee for The Humane Society of Gregg County on possibly creating a contract with Upshur County to cover the costs of handling stray animals from Upshur County.
12. Hear from Bill Ward, Ward Timber Company concerning the Marvin Nichols Reservoir.
13. Consider Approval of a contract to continue the relation ship between the Texas Department of Protective and Regulatory Services and Upshur County Child Welfare Board.
14. Accept and authorize Upshur County to act as an agent for Pritchett Water Supply Corporation for the submission of a 2003-2004 Texas Community Development Program application.

FILED
R. A. SHAW
02 AUG 12 AM 8:47
J. SHAW COUNTY, TX.
BY _____ DEPUTY

By _____
County Clerk
Upshur County, Texas

15. Discuss and take action on the land and office space for Justice of the Peace Pct. 1.
16. Discuss and take action on closing part of old highway 155 road.
17. Discuss and approve two forms concerning 9-1-1:
 1. Interlocal Agreement
 2. Joint Resolution
18. Consider participation in the Rotary Flag project for Upshur County.
19. Accept for recording two letters from the Texas Natural Resource Conservation Commission concerning:
 1. Diana Special Utility District, TNRCC IC No. 03012001-D03
 2. Pritchett Water Supply Corporation, TNRCC IC No. 2002-0563-DIS
20. Accept for recording certification of required hours from the 30th Annual County Treasurers Continuing Education, and Certification of required hours for the Public Funds Investment Act (article 2256.008) Texas Government Code from the 30th Annual County Treasurers Continuing Education.
21. Accept for recording the Monthly report of State and County Taxes Summary from the Tax Assessor-Collector.
22. Accept for recording the Official Bond and Oath of Reserve Deputy Sheriff Sherry Lynn Niell.
23. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still
County Judge
Upshur County Judge

FILED
REX A. SHAW
CLERK
02 AUG 12 AM 8:47
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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



Rep. A. Shaw
County Clerk
Upshur County, Texas

UPSHUR COUNTY COMMISSIONER'S COURT

8-15-2002

COMMISSIONERS COURT MET IN REGULAR SESSION ALL MEMBERS PRESENT

1 MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE MINUTES OF PREVIOUS MEETING DATED 7-31-2002 WITH THE AMENDMENT TO THE BILLS FOR PCT #4 TO READ \$163 38 INSTEAD OF 1,633 38 MOTION CARRIED

2 MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE BUDGET AMENDMENTS AS PRESENTED BY THE COUNTY AUDITOR MOTION CARRIED BUDGET AMENDMENTS ATTACHED

TRANSFER OF FUNDS FROM OPERATING ACCOUNT INTO INSURANCE FUND PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY

3 MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO APPROVE EXPENDITURES MOTION CARRIED

4 MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT FINANCIAL STATEMENTS AS PRESENTED BY COUNTY AUDITOR MOTION CARRIED FINANCIAL STATEMENTS ON FILE IN COUNTY CLERK'S OFFICE

5 MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO ACCEPT FOR RECORDING PURPOSES ONLY, THE COMPREHENSIVE ANNUAL FINANCIAL REPORT MOTION CARRIED COPY ON FILE IN COUNTY CLERK'S OFFICE LETTER FROM PATILLO, BROWN & HILL ATTACHED

6 MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE MOTION CARRIED

BILLS PREVIOUSLY APPROVED ON 7-31-2002 PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY

TWO JURY LISTS PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY

7 MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES

LISA MONEY - JP PCT #1 - INTRODUCTORY PERIOD ENDED
MARY LOU WINDSOR - JAIL - NEW HIRE (PART-TIME NURSE)
MIRANDA WELCH - JP PCT #3 - DISCHARGED
LORA CRISLER - JP PCT. #3 - TRANSFER (FROM JP PCT #2 TO JP PCT #3)

GARY YINGLING - PCT. #4 - NEW HIRE (PART-TIME LABORER)
JENNIFER HICKS - DISPATCH - INTRODUCTORY PERIOD ENDED
PHILLIP HILL - SHERIFF'S OFFICE - OTHER

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL ATTACHED.

8 MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE THE PAYROLL REGISTER MOTION CARRIED PAYROLL REGISTER ATTACHED.

9 MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE TREASURER'S MONTHLY REPORT MOTION CARRIED. MONTHLY REPORT ATTACHED

10 MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO ACCEPT PRESENT PLAN, FOR A TOTAL RATE OF 9.47%, FOR TCDRS MOTION CARRIED

MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING PURPOSES ONLY, PRESENT PLAN & SAMPLE PLANS FOR YEAR 2003 MOTION CARRIED COPY ATTACHED

11A MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY NOT TO ACCEPT BIDS IN THE DOLLAR AMOUNT OF \$100,000, FOR PROPERTY STRUCK OFF FOR TAXES, PROPERTY LOCATED IN GLENWOOD ACRES

MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES & LOCATED AT 1305 CYPRESS AMOUNT OF BID IS \$15,000.00 MOTION CARRIED

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO REJECT BIDS ON PROPERTY STRUCK OFF FOR TAXES IN RAINTREE LAKES ESTATES

12 BOB GLAZE SPOKE TO COURT CONCERNING THE CLARIFICATION ON THE STATUS OF VETERANS HOME PROPOSITIONS AS PER TEXAS LOCATIONS & THE FEDERAL, STATE, & LOCAL INVOLVEMENTS ALSO, LEGISLATIVE ENACTMENTS, LOCAL INVOLVEMENTS & COST FACTORS INVOLVED IN STATE LAWS RELATING TO THE COUNTY OPERATION OF ROAD & BRIDGE SYSTEMS

11B MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT LETTER FROM THE HUMANE SOCIETY OF GREGG CO., INC., FOR RECORDING PURPOSES ONLY CONTRACT TO COVER THE COSTS OF HANDLING STRAY ANIMALS FROM UPSHUR COUNTY WILL BE DISCUSSED AT BUDGET TIME MOTION CARRIED LETTER ATTACHED

12B NO ACTION TAKEN ON HEARING FROM BILL WARD FROM WARD TIMBER CO. ON AGENDA ITEM CONCERNING THE MARVIN NICHOLS RESERVIOR

13 MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE CONTRACT TO CONTINUE THE RELATIONSHIP BETWEEN THE TEXAS DEPARTMENT OF PROTECTIVE & REGULATORY SERVICES & UPSHUR COUNTY CHILD WELFARE BOARD MOTION CARRIED CONTRACT ATTACHED

14 MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ADOPT A RESOLUTION FOR UPSHUR COUNTY TO ACT AS AGENT FOR PRITCHETT WATER SUPPLY CORP FOR THE SUBMISSION OF A 2003-2004 TEXAS COMMISSION DEVELOPMENT PROGRAM APPLICATION MOTION CARRIED RESOLUTION ATTACHED

15 MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ALLOW JOEY ORMS TO TAKE APPROPRIATE MEASURES TO ACQUIRE THE GLENWOOD COMMUNITY CENTER FOR THE JP PCT #1 OFFICES MOTION CARRIED

16 VERNON DAVENPORT, JR & RICHARD ANDREWS MADE A REQUEST TO COMMISSIONERS COURT TO CLOSE OLD HWY 155 AT CEDAR SPRINGS MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ALLOW THE CLOSING MOTION CARRIED COPY ATTACHED

17 MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE AS TO FORM ONLY, JOINT RESOLUTION FOR COOPERATIVE EFFORT FOR 911 AND INTERLOCAL AGREEMENT MOTION CARRIED COPIES OF BOTH ATTACHED

18 MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO PARTICIPATE IN THE ROTARY FLAG PROJECT, CONTINGENT ON IF IT IS LEGAL ROTARY FLAG PROJECT INVOICE ATTACHED

19 MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING PURPOSES ONLY, TWO LETTERS FROM THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION CONCERNING DIANA SPECIAL UTILITY DISTRICT & PRITCHETT WATER SUPPLY CORPORATION MOTION CARRIED LETTERS ATTACHED

20 MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING THE CERTIFICATION OF REQUIRED HOURS FOR THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS GOVERNMENT CODE FROM THE 30TH ANNUAL COUNTY TREASURER'S CONTINUING EDUCATION MOTION CARRIED CERTIFICATES FOR COUNTY TREASURER, MYRA HARRIS, ATTACHED

21 MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING PURPOSES ONLY, THE MONTHLY REPORT OF STATE & COUNTY TAXES SUMMARY FROM THE TAX ASSESSOR-COLLECTOR MOTION CARRIED REPORT ATTACHED

22 MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, THE OFFICIAL BOND OF RESERVE DEPUTY SHERIFF SHERRY LYNN NIELL MOTION CARRIED BOND ON FILE IN THE OFFICIAL BOND BOOK OF UPSHUR COUNTY IN VOL 7 PG 753 AND LOCATED IN THE COUNTY CLERK'S OFFICE

23 MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE THE FOLLOWING APPLICATION FOR FILLING AN ABANDONED WELL, PERMIT APPLICATIONS & SPECIAL ROAD USE AGREEMENTS

APPLICATION FOR FILLING AN ABANDONED WELL SUBMITTED BY KEVIN & MICHELLE BOWLDEN & LOCATED ON FM 726

PERMIT APPLICATION SUBMITTED BY ROBERT MIXON, JR TO PLACE A CULVERT WITHIN THE ROW OF WILLOW OAK ROAD

PERMIT APPLICATION SUBMITTED BY ENBRIDGE PIPELINES TO PLACE GAS PIPELINES WITHIN THE ROW OF BLUEBIRD ROAD

PERMIT APPLICATION SUBMITTED BY MATADOR PETROLEUM TO PLACE A BORI/GAS LINE WITHIN THE ROW OF VERBENA ROAD

PERMIT APPLICATION SUBMITTED BY ELLIOTT DEAN TO PLACE A CULVERT WITHIN THE ROW OF ASPEN ROAD

PERMIT APPLICATION SUBMITTED BY BARBARA FORTUNE TO PLACE A CULVERT WITHIN THE ROW OF CR #2454

SPECIAL ROAD USE AGREEMENT SUBMITTED BY I E MILLER - FOWLER TRUCKING TO REMOVE PIONEER #17 ON BISON ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY APACHE CORPORATION TO HAUL HEAVY EQUIPMENT ON EVERGREEN ROAD

MOTION CARRIED ON ALL THE ABOVE COPIES OF ALL ATTACHED

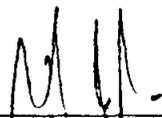
MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ADJOURN MOTION CARRIED

ATTENDANCE SHEET PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY


JUDGE CHARLES STILL


COMMISSIONER PCT #1 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 15th day of
August, 2002

Charles 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
REY A. SHAW
CLERK
02 AUG 15 PM 3:52
UPSHUR COUNTY, TX.
BY _____
DEPUTY

We hereby amend the Upshur County budget for the fiscal year 2002 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2002 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2002 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2002.

Signed on this 15th day of August, 2002.

Charles L. Still
County Judge

Joe Orme
Commissioner Precinct #1

Long Paul
Commissioner Precinct #2

[Signature]
Commissioner Precinct #3

Russell Burt
Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 15th day of August, 2002 as the same appears on file in the office of the County Clerk of Upshur County.

Page 1
FROM

August 15th, 2002

LINE ITEM TRANSFER/EMERGENCY BUDGET AMENDMENTS
TO

10-409-4955	Non-Departmental Contingency	\$ 165.00	Commissioners Court 10-401-4502 Education Exp	\$ 165.00
10-409-4955	Non-Departmental Contingency	\$ 520.52	County Clerk 10-403-3010 Office Supplies	\$ 473.62
			10-403-3095 Books/publications	\$ 46.90
10-409-4955	Non-Departmental Contingency	\$ 1,063.23	Non-Departmental 10-409-3380 Other Operating	\$ 13.23
			10-409-4600 Dues	\$ 300.00
			10-409-4811 Indigent Cemetery	\$ 750.00
10-409-5100	Non-Departmental Facilities Improvement	\$ 804.68	Telecommunications 10-410-4330 Local Telephone Serv	\$ 201.95
			10-410-4335 Long Distance	\$ 602.73
10-426-3010	County Court General Office Supplies	\$ 472.69	County Court 10-426-4015 Sub Court Reporter	\$ 1,180.00
10-426-3095	Books/publications	\$ 1,164.50	10-426-4110 Senate Bill 7 appts	\$ 3,500.00
10-426-4010	Petit Jury	\$ 400.00	10-426-4135 Court Costs	\$ 1,288.18
10-426-4121	Ct appt civil atty	\$ 1,615.74		
10-426-4145	Transcripts	\$ 249.80		
10-426-4502	Education Exp	\$ 133.26		
10-426-4520	Mileage	\$ 1,223.97		
10-409-5100	Non-Departmental Facilities Improvement	\$ 706.22		
10-435-4125	115th District Court Capital Murder Trial Exp	\$ 2,626.70	115th District Court 10-435-4120 Unemployment	\$ 2,626.70
10-454-3095	JP #4 Books/publications	\$ 16.57	JP #4 10-454-3010 Office Supplies	\$ 16.57
10-495-4495	County Auditor Contracted Services	\$ 24.57	County Auditor 10-495-4502 Education Exp	\$ 24.57
10-409-5100	Non-Departmental Facilities Improvement	\$ 169.80	9-1-1 Mapping 10-509-3010 Office Supplies	\$ 7.80
			10-509-4430 Equipt	\$ 162.00
10-510-5100	County Buildings Facilities Improvement	\$ 2,021.58	County Buildings 10-510-3110 Uniforms/accessories	\$ 160.16
			10-510-3380 Misc Exp	\$ 521.15
			10-510-3460 Plumbing	\$ 24.98
			10-510-3480 Janitorial	\$ 330.74
			10-510-4300 Electricity	\$ 939.55
			10-510-4480 Labor	\$ 45.00
10-514-4320	C. J. Annex Natural Gas/butane	\$ 5,675.46	C. J. Annex 10-514-3380 Misc Exp	\$ 312.11
			10-514-4300 Electricity	\$ 4,963.35
			10-514-4480 Labor	\$ 400.00

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Constable #4		Constable #4		
10-554-3145	Guns/ammo	\$ 300.00	10-554-3010 General Office	\$ 242.59
10-554-4230	Bonds	\$ 42.66	10-554-3110 Uniforms/accessories	\$ 183.76
10-554-4502	Education	\$ 500.00	10-554-4480 Other Repairs	\$ 416.31
Sheriff		Sheriff		
10-560-5500	Vehicles	\$ 1,557.18	10-560-3010 General Office	\$ 466.23
			10-560-3240 Tires/tubes	\$ 92.66
			10-560-3380 Misc Exp	\$ 192.59
			10-560-4230 Bonds	\$ 71.00
			10-560-4470 Other	\$ 294.75
			10-560-4480 Labor	\$ 332.25
			10-560-4495 Other Contract Serv	\$ 7.70
			10-560-4502 Education Exp	\$ 100.00
Indigent Health		County Jail		
14-642-4803	Hospital, inpatient	\$ 19,908.61	10-565-3010 General Office	\$ 6.70
			10-565-3125 Prescriptions	\$ 3,849.46
			10-565-3135 Food	\$ 9,657.48
			10-565-3480 Janitorial	\$ 1,694.67
			10-565-4860 Prisoner Medical	\$ 4,075.30
			10-565-5350 Communication Equipt	\$ 625.00
Library Services		Library Services		
10-650-1200	Salary - Regular	\$ 850.21	10-650-1300 Salary Part time	\$ 850.21
Extension Service		Extension Service		
10-665-4520	Mileage	\$ 357.58	10-665-4502 Education Exp	\$ 422.78
10-665-4600	Dues	\$ 65.20		
Purchased Medical		Purchased Medical		
14-642-4809	Emergency hospital	\$ 463.59	14-642-4804 Outpatient, hospital	\$ 433.08
			14-642-4805 Lab/x-ray	\$ 30.51
Road & Bridge #1		Road & Bridge #1		
15-611-3340	Road Oil	\$ 9,391.60	15-611-1300 Salary Part time emp	\$ 67.75
			15-611-3110 Uniforms	\$ 379.16
			15-611-3430 Equipt repair	\$ 8,286.84
			15-611-3460 Plumbing	\$ 27.39
			15-611-4330 Local telephone	\$ 65.46
			15-611-4480 Other Repairs	\$ 565.00
Road & Bridge #2		Road & Bridge #2		
16-612-5600	Road Equipt	\$ 14,927.65	16-612-1200 Salary Regular Emp	\$ 5,106.33
			16-612-3110 Uniforms	\$ 13.62
			16-612-3330 Sand/gravel	\$ 1,607.00
			16-612-3340 Road Oil	\$ 5,544.27
			16-612-4480 Other Repairs	\$ 85.00
			16-612-4700 Equipt Lease	\$ 2,571.43

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Road & Bridge #3
17-813-9000 Contingency \$ 10,743.08

Road & Bridge #3
17-813-1200 Salary Regular Emp \$ 5,952.88
17-813-3200 Gasoline \$ 1,716.00
17-813-3220 Oil, grease \$ 219.40
17-813-3340 Road Oil \$ 433.70
17-813-3380 Other Operating \$ 270.01
17-813-3390 Hand tools, etc \$ 109.95
17-813-4335 Long distance \$ 108.19
17-813-4480 Other repairs \$ 40.50
17-813-4495 Other contract \$ 1,867.22
17-813-4700 Equipt lease \$ 27.21

Road & Bridge #4
18-814-4700 Equipment Lease \$ 5,349.83
18-814-5650 Other Road & Bridge Eq \$ 10,000.00

Road & Bridge #4
18-814-1300 Salary Part time \$ 3,917.70
18-814-3220 Oil, grease \$ 19.44
18-814-3240 Tires/tubes \$ 554.78
18-814-3330 Sand/gravel \$ 5,906.24
18-814-3380 Other Operating \$ 326.76
18-814-3420 Repair/Maint Vehicles \$ 298.42
18-814-3430 Repair/Maint Equipt \$ 2,182.99
18-814-4470 Other Comm Maint \$ 450.00
18-814-4495 Other contract \$ 1,640.00
18-814-5350 Other Comm Equipt \$ 75.50

Reserves \$ 96,627.96

Insurance
86-400-2900 Health Claims \$ 96,627.96
86-400-2930 Premiums

\$ 190,139.42

\$ 190,139.42

-- Bank Transaction Information

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Transaction Id: BANK-64

Date Posted:

** BANK JOURNAL ENTRY **

- 1. Apply Date : 08/15/02
- 2. Check# : No
- 3. Ref/Check #:
- 4. Description: TRANSFER/INS-ACCT. 8/15/02

5. Bank Account Id.....	Description.....	Deposit Amt..	Payment Amt..
A1 01-3093-001	FNB-INSURANCE	76,018.92	
A2 01-3093-001	FNB-OPERATING ACCOUNT		76,018.92
		-----	-----
		76,018.92	76,018.92

Handwritten signatures:
 Joe O'Neil
 Jay Star
 R. Brown
 C.F.

Enter 'S' to Save, 'X' to Exit, 'V' to Void or "Field Number" to Change:

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 REY. SHAW
 02 AUG 15 PM 3:52
 UNITY, TX.
 BY _____
 CEPITY

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

Honorable County Judge and
Commissioners' Court of
Upshur County, Texas

In planning and performing our audit of the financial statements of Upshur County, Texas for the year ended September 30, 2001, we considered the County's internal control structure to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. This letter does not affect our report dated March 28, 2002, on the financial statements of Upshur County, Texas.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

Pattillo, Brown & Hill L.L.P.

March 28, 2002

FILED
REX A SHAW
COUNTY CLERK
02 AUG 15 PM 3:53
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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 (956) 544-7778 ■ HILLSBORO, TX (254) 582-2583 ■ TEMPLE, TX (254) 791-3460
ALBUQUERQUE, NM (505) 266-5904 ■ RIO RANCHO, NM (505) 898-3516

UPSHUR COUNTY, TEXAS

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COUNTYWIDE COMMENTS AND SUGGESTIONS

SEPTEMBER 30, 2001

GASB STATEMENT NO. 34

In June 1999, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 34 *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. This statement was issued in order to create a new financial reporting model for governmental entities. The effective date for implementing the new standards varies depending on the size of the governmental entity. Upshur County, Texas, will be required to implement the new standards for the fiscal year ending September 30, 2004.

GASB Statement No. 34 makes significant changes in the way state and local governments report their financial statements. County personnel will need to comprehend and implement a vast number of changes in accounting and financial reporting. Implementation will be an ongoing process as new information is developed and new materials are provided by organizations such as the AICPA and GASB. The County should develop a plan for implementation of the new standards. Some matters to consider follow:

- Financial personnel should familiarize themselves with the requirements of the new standards and how they will affect the County.
- The County should consider the availability of the financial information required by the new standards such as accrual information and capital asset records.
- Management should consider any changes in the accounting system that may need to be made.
- Financial personnel will need to be able to explain the changes in accounting and reporting to users who are unfamiliar with the particulars of accounting.

BANK DEPOSITS

While visiting Justices of the Peace 1 and 2, we found that receipts are not always deposited in a timely manner. Depositing these funds into a bank account on a timely basis is essential to properly secure the funds in the County's depository where they can be collateralized against loss, and to provide sufficient funds for disbursements that are made out of the account. Rather than holding these funds for extended periods, we recommend the Justices of the Peace make daily deposits of these collections.

BANK RECONCILIATIONS

In conjunction with auditing the cash accounts of the County, we reviewed the bank reconciliations for all accounts. However, a reconciliation for the Sheriff's Inmate Trust account could not be provided for the audit. Reconciling bank accounts is a vital control over the flow of cash for the County. This helps detect any errors, whether intentional or not, on a timely basis. A reconciliation of every bank account should be performed on a monthly basis.

Furthermore, on the completed bank reconciliations, we found listings of outstanding checks that were, in some cases, several years old. The possibility that these checks will be cashed is minimal, therefore, we recommend all checks outstanding over one year in all accounts be identified and escheated to the state or written off to a liability account until the payee can be located. This will provide a more accurate representation of deposits held by the County.

SEGREGATION OF DUTIES

Proper segregation of duties within an office helps prevent errors and irregularities by denying any single employee access to an entire transaction stream. We observed employees working on the Sheriff Inmate Trust, Justice of the Peace 1, and Justice of the Peace 2 accounts who were performing incompatible duties relating to the processing of cash and reconciliation of the bank accounts. Due to the limited staff available, proper segregation of duties is not always possible. However, we advise dividing these duties as much as possible with the available staff.

CHECK SIGNATURES

Currently, only one signature is required on checks written from the Justice of the Peace 1 account. In addition, all employees in the office are authorized to sign checks on the account. To improve control over the propriety of disbursements made from this account, two signatures should be required on all checks.

CASH HELD OVERNIGHT

Presently, a small box is utilized by the Sheriff's Department to keep cash received from incoming inmates. Although this box is kept in the control room, further steps should be taken to ensure this asset's safety. In order to protect these assets that are held in trust, we recommend using a safe or secured drop box until the funds can be deposited into a bank account.

COMPUTER CONTROLS

A single employee has complete control of the Computer Department and its operations. The County's computer system is a very complex and integrated network that is tailored specifically for Upshur County. Therefore, a definite need exists for cross-training additional employees to maintain the operations of the network and hardware in the event of that person's absence. This is particularly essential in the back up of computer information on a regular basis by a qualified employee. We recommend another person be trained in these areas so that service can be provided to the County without interruption

Another concern with the Computer Department is its location within the Treasurer's office and the unlimited access to computer equipment by employees of other offices. Each of these offices contains sensitive equipment and documents which should have restricted access. Therefore, to secure the server, network equipment, check stock and personnel files from unnecessary access, we advise physically separating these two offices or providing secured separate rooms for the equipment and files.

TAXES RECEIVABLE

The County presently has a large receivable for delinquent property taxes. A significant portion of this receivable is from properties which have been struck off of the tax roll by the Commissioners' Court, but have not been removed from the Tax Assessor's ledger. These struck-off receivables should be removed completely from the tax roll so that an accurate accrual for property taxes can be made in the financial statements.

* * * * *

We appreciate this opportunity to be of service to Upshur County, Texas. If you have any questions concerning the above comments or other concerns of the County, please do not hesitate to call.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Aug 2002

THE SOFTWARE GROUP, INC.

Approved Disbursements
Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 07/31/02 thru 08/14/02

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Check #....	HC Date....	Vendor	Check Amount.	Invoice Amt	Invoice Descriptions.....
116139-APCA	07/31/02	UPSHUR COUNTY INSURANCE ACCO	\$4,431.72	\$4,431.72	CBCD/JUV PROB; CLAIMS, EMP INS COSTS
116140-APCA	07/31/02	NATIONWIDE RETIREMENT	\$371.76	\$371.76	ENTITY#32039 PAYROLL DEDUCTIONS
116141-APCA	07/31/02	FIRST NATIONAL BANK GILMER	\$31,237.10	\$31,237.10	FICA; MEDICARE PAYROLL DEDUCTIONS
116142-APCA	07/31/02	FIRST NATIONAL BANK GILMER	\$16,499.97	\$16,499.97	WITHOLDING PAYROLL DEDUCTIONS
116143-APCA	07/31/02	HEALTHFIRST TPA	\$939.91	\$939.91	125/HEALTHCARE REIMBURSEMENT
116144-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$293.87	\$293.87	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
116145-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$135.95	\$135.95	125/AFLAC PAYROLL DEDUCTION
116146-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$184.44	\$184.44	125/AMERICAN HERITAGE PAYROLL DEDUCTION
116147-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$290.92	\$290.92	125/TRANSPORT LIFE PAYROLL DEDUCTION
116148-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$316.58	\$316.58	125/CENTRAL UNITED PAYROLL DEDUCTION
116149-APCA	07/31/02	UPSHUR COUNTY IRC/125	\$4,870.52	\$4,870.52	125 DEPENDENT INS PREMIUMS/PAYROLL
116150-APCA	07/31/02	ATTORNEY GENERAL OF TEXAS	\$247.50	\$247.50	MULTIPLE PAYORS
116151-APCA	07/31/02	EAST TEXAS PROFESSIONAL	\$2,694.03	\$2,694.03	ETPCU/PAYROLL SAVINGS PLAN
116152-APCA	07/31/02	FIRST NATIONAL BANK	\$1,892.50	\$1,892.50	FNB/PAYROLL SAVINGS PLAN
116153-APCA	07/31/02	GILMER NATIONAL BANK	\$237.50	\$237.50	GNB/PAYROLL SAVINGS PLAN
116154-APCA	07/31/02	GILMER SAVINGS BANK	\$10.00	\$10.00	GSB/PAYROLL SAVINGS PLAN
116155-APCA	07/31/02	POLICE AND FIREMEN'S INS ASS	\$215.56	\$215.56	00004212440-2 UP CO SHERIFF DEPT
116156-APCA	07/31/02	UPSHUR COUNTY INSURANCE ACCO	\$668.34	\$668.34	DEPENDENT INS PREMIUMS/PAYROLL
116157-APCA	07/31/02	RHONDA REED 00009546732	\$135.00	\$135.00	JOEY YOUNG
116158-APCA	07/31/02	KARMEN STEELMAN	\$330.13	\$330.13	0718-99,454-33-4972
116159-APCA	07/31/02	CHERYL ALBRIGHT	\$162.50	\$162.50	0360-01,465-49-7087
116160-APCA	07/31/02	ENID DAUSTER	\$309.94	\$309.94	0184-01,455-15-3575
116161-APCA	07/31/02	DONNA GOODE	\$88.00	\$88.00	CAUSE#639-95
116162-APCA	07/31/02	BECKY GARRETT	\$97.50	\$97.50	CAUSE#150-92
116163-APCA	07/31/02	SHARON KEPP 00539655371	\$105.00	\$105.00	EARL BECK
116164-APCA	07/31/02	TEXAS COUNTY & DISTRICT RETI	\$68,392.49	\$68,392.49	UNIT#329 MONTHLY REPORT

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

Checking Account(s) APCA FNS INS FNS 125

Disbursements Made from 07/31/02 thru 08/14/02

THE SOFTWARE GROUP, INC

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
116165-APCA	07/31/02	MICHAEL GROSS	\$100 00	\$100 00	CASE#01-62328 KAREN HUGHES
116166-APCA	07/31/02	VALIC	\$257 50	\$257 50	PAYROLL DEDUCTIONS
116168-APCA	07/31/02	A-1 SERVICE A/C AND HEATING	\$2,106 42	\$389 00 \$1,717 42	J CTR-CLEAN & SERVICE ICE MACHINE; J CTR-REPAIR WALK-IN COOLER
116169-APCA	07/31/02	ACCU CHEM LABORATORIES	\$694 00	\$694 00	CCP-#508870-72; 697; 903; &509169#171/PROFILES
116170-APCA	07/31/02	ACS	\$10,213 75	\$10,213 75	CO CLK-CUST#171816/ARCH PRINTS; INDEXING; FREI HT
116171-APCA	07/31/02	ADT SECURITY SERVICES	\$30 99	\$30 99	JP#3-CUST#010543803848/SERV-8/01-8/31/02
116172-APCA	07/31/02	AFLAC	\$298 30	\$298 30	ACCT#95217/JULY 2002 PAYROLL DEDUCTIONS
116173-APCA	07/31/02	ALDREGES CLEANERS	\$6 00	\$6 00	CO JAIL- REPLACE SHIRT PATCHES/ A TAYLOR;
116174-APCA	07/31/02	ALLTEL	\$180 12	\$18 12 \$148 70	TELE COMM-ACCT#010130804123/JULY 23/02 BILLING TELE COMM-ACCT#010089280123/JULY 23/02 BILLING
				\$6 02 \$1 99 \$2 55 \$1 97 \$0 77	TAX-ACCT#010472099123/JULY 23/02 BILLING PCT#3-ACCT#010167344123/JULY 23/02 BILLING JP#1-ACCT#010167346123/JULY 23/02 BILLING JP#1-ACCT#010548693123/JULY 23/02 BILLING PCT#1-ACCT#010160817123/JULY 23/02 BILLING
116175-APCA	07/31/02	ALLTEL	\$629 77	\$137 19 \$185 00 \$10 45 \$20 03 \$113 72 \$21 26 \$142 12	PCT#1-ACCT#0M05987/JULY 09/02 BILLING SUP&CCP-#0M00318/JULY 9'02 JP#4-ACCT#0M2652L/JULY 09/02 BILLING PCT#2&4-ACCT#0M2692N/JULY 09/02 BILLING PCT#4-ACCT#0M263HT/JULY 09/02 BILLING SUP-TSPAGER/0M27BJP; JUV PROB-#0M00626/JULY 9'02
116176-APCA	07/31/02	AMERICAN FIDELITY ASSURANCE	\$12 00	\$12 00	GROUP#01153 JULY '02 PAYROLL DEDUCTION
116177-APCA	07/31/02	AMERICAN HERITAGE LIFE INSUR	\$364 78	\$364 78	CASE#47939/JULY 02/PAYROLL DEDUCTIONS
116178-APCA	07/31/02	ANDERSON ELECTRIC & RADIOSHA	\$16 58	\$8 00 \$16 00 \$7 42cr	CO S-TADIRAN LIT MEM CO S-2 TADIRAN LIT MEM JP#2-ACCT#10003928/CREDIT
116179-APCA	07/31/02	ARAMARK UNIFORM SERVICES INC	\$710 07	\$91 18 \$101 18 \$210 38 \$206 35 \$100.98	PCT#1-UNIFORM SERVICE PCT#1-UNIFORM SERVICE PCT#1-UNIFORM SERVICE PCT#1-UNIFORM SERVICE PCT#1-UNIFORM SERVICE
116180-APCA	07/31/02	ARNOLD GRIMES	\$410 00	\$410.00	AUGUST '02 JP#1 BLDG. LEASE

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC.

Approved Disbursements
Checking Account(s) APCA FNB INB FNB 125
Disbursements Made from 07/31/02 thru 08/14/02

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Check #....	MC Date....	Vender.....	Check Amount	Invoice Amt	Invoice Descriptions
116181-APCA	07/31/02	ARNOLD GRIMES	9414.88	9414.88	JP#1-REIMBURSE MILEAGE; MEALS; LODGING
116182-APCA	07/31/02	AT&T	969.99	918.51	TELE COMM-ACCT#0552448297001/JULY 18/02 BILLING
				951.48	TELE COMM-CCT#0573393724001/JULY 19/02 BILLING
116183-APCA	07/31/02	AT&T WIRELESS	949.47	949.47	DPS-822946235685/89032355546(7/10/02 BILLING)
116184-APCA	07/31/02	AH'S COUNTRY STORE	923.89	923.89	PCT#1-GLOVES; B-12; ICE
116185-APCA	07/31/02	B. D. MOYE	9743.50	9136.46	D CT-MILEAGE; MEALS/1/07/02; 3/11-15/02; 4/05/02
				9607.04	CO CT-MILEAGE; MEALS-01/24-06/07/02
116186-APCA	07/31/02	BAILEY'S ACE HARDWARE	935.76	919.99	PCT#1-REEL
				915.77	PCT#3- BUST MASK (2); FILTER REPL (1);
116187-APCA	07/31/02	BAKER & TAYLOR INC	9402.44	9402.44	CO LIB-BOOKS (36)
116188-APCA	07/31/02	BARBARA J ROBERSON	9688.32	9688.32	D CT- COURT REPORTING/ JULY 8, 9, 10;
116189-APCA	07/31/02	BARRY CLARK WALLACE P C	91,050.00	9350.00	D CT-#11,674/RANDAL ALAN MARLOW
				9350.00	D CT-#12,277/KAREN DERIOE DRIVERS
				9350.00	D CT-#12,950/ROBBY KEITH HAWKINS
116190-APCA	07/31/02	BAXTER SALES CO INC	956.52	956.52	CO JAIL- ARBENAL JR RE-JUV-NAL (6);
116191-APCA	07/31/02	BLAZER RESOURCES INC	95,200.00	95,200.00	PCT#1-ROAD OIL (200); DEL & PUT ON GROUND;
116192-APCA	07/31/02	BOB BARKER CO INC	9870.36	9870.36	CO B- HANDCUFF (15); LEG IRONS (15);
116194-APCA	07/31/02	C & C TROPHY CO	9324.00	924.00	CO BLDS- HANDICAP SIGN;
				9300.00	SUP-8X10 BLUE BRASS PLAQUE (16);
116195-APCA	07/31/02	CARD SERVICE CENTER	9428.64	9428.64	CO S-#4229743460002068/JULY 2'02
116196-APCA	07/31/02	CARD SERVICE CENTER	91,883.74	9117.80	SUP&CCP-#4388153460010045/JULY 2'02
				9216.56	SUP-#4388153460008346/JULY 2'02
				980.72	SUP-#438815346008247/JULY 2'02
				944.90	SUP-#4388153460017313/JULY 2'02
				9463.71	SUP-#4388153460017388/JULY 2'02
				97.66	SUP-#4388153460017362/JULY 2'02
				9381.05	SUP-#4388153460017321/JULY 2'02
				923.90	SUP-#4388153460017594/JULY 2'02
				9123.59	SUP&CCP-#4388153460017412/JULY 2'02
				9421.85	SUP-#4388153460017396/JULY 2'02
116197-APCA	07/31/02	CAVENDER'S BOOT CITY	9130.05	957.58	CO JAIL- WRANGLERS (2);
				972.47	CO S-CUST#3002162/UNIFORMS
116198-APCA	07/31/02	CENTRAL UNITED LIFE INSURANC	9749.27	9749.27	GROUP#4269/JULY 2002 PAYROLL DEDUCTIONS

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Approved Disbursements
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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
116199-APCA	07/31/02	CERTIFIED LABORATORIES	\$1,048.95	\$441.72 \$607.23	CO BLDG8-ACCT#SD118175/COOLACIDE CO BLDG8-ACCT#SD118175/MT-33 & MT-92
116200-APCA	07/31/02	CHEROKEE COUNTY	\$800.00	\$325.00 \$475.00	CO CT-MI#28 047/BRUCE STEVENS (COMMIT TO RUSK) CO CT-MI#28 060/BRENDA SHANNON (COMMIT TO RUSK)
116201-APCA	07/31/02	CHRIS BROWN	\$6.02	\$6.02	SUP-REIMBURSE/MEAL
116202-APCA	07/31/02	CHRISTINA W WALLACE CSP	\$360.00	\$180.00 \$180.00	D CT- COURT REPORTING SERVICES; D CT- COURT REPORTING SERVICES;
116203-APCA	07/31/02	CINDY GRIMES	\$40.00	\$40.00	SUP-VICTIMS IMPACT 7/15/02
116204-APCA	07/31/02	CITIZENS NATIONAL BANK	\$17.71	\$17.71	SUP-CBS & DEPOSITS/3010155;
116205-APCA	07/31/02	CITY OF GILMER	\$3,215.67	\$9.50 \$1,296.25 \$35.90 \$41.75 \$19.00 \$1,813.27	CO BLDG-ACCT#120229000/SERV-6/04-7/03/02 CO BLDG8-#130274000/SERV-6/05-7/05/02 CO BLDG-#120151000/-6/04-7/03/02 911-#010076050/-6/04-7/03/02 CO BLDG-#120171000/-6/04-7/03/02 J CTR-#010067500/SERV-6/04-7/03/02
116206-APCA	07/31/02	CHRS-FF	\$5,000.00	\$5,000.00	NON DEPT-POSTAGE FOR METERS
116207-APCA	07/31/02	CO & DIST CLERKS' ASSOC. O	\$75.00	\$75.00	D CLK-FRANKIE HAMBERLIN 2002-03 DUES
116208-APCA	07/31/02	COMPUTER TECH	\$362.65	\$362.65	LIB-ROUTER DNM; LABOR (4);
116209-APCA	07/31/02	CONSECO HEALTH INSURANCE CO	\$780.10	\$780.10	GROUP#44512/JULY 2002 PAYROLL DEDUCTIONS
116210-APCA	07/31/02	CONSECO SENIOR HEALTH INSURA	\$174.40	\$174.40	GROUP X44/JULY PAYROLL DEDUCTIONS
116211-APCA	07/31/02	CRIMSON MULTIMEDIA INCORP. IN	\$517.32	\$517.32	CO LIB-31 AUDIO CASSETTES
116212-APCA	07/31/02	CROLEY FUNERAL HOME	\$435.00	\$435.00	JP#2-JIMMY SHAMBURGER/TRANSPORT TO & FROM DALLAS; DIS POUCH
116213-APCA	07/31/02	CYPRESS ORTHOPAEDIC GROUP PA	\$690.00	\$140.00 \$426.50 \$123.50	CO JAIL-ROY DAVIS/MEDICAL CO JAIL-WESLEY SPRINGER/MEDICAL CO JAIL-JANICE CEREDLI/MEDICAL
116214-APCA	07/31/02	D. READ & ASSOC., INC	\$400.00	\$400.00	CO LIB-TIF GRANT MANAGEMENT
116215-APCA	07/31/02	DAVID B. BROOKS	\$100.00	\$100.00	D A-LEGAL CONSULTATION SERVICES/JULY 2002
116216-APCA	07/31/02	DAVID W. BULLER M. D.	\$1,000.00	\$1,000.00	JULY '02 CONTRACTED MEDICAL SERVICES
116217-APCA	07/31/02	DEALERS TRUCK	\$32.64	\$32.64	PCT#3-FRICTION DIS;
116218-APCA	07/31/02	DEANNA DRENNAN	\$65.00	\$65.00	D CT-PREPARATION COST/C P GARREN-6/17/02

Check #....	HC Date....	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions
116219-APCA	07/31/02	DENTRUST DENTAL	\$2,855.00	\$2,855.00	CO JAIL- SERVICES FOR 7/1/02 TO 7/31/02
116220-APCA	07/31/02	DEPARTMENT 77039	\$23,061.39	\$23,061.39	PCT#1-CUST#999995526/JD GRADER #030-0048717003
116221-APCA	07/31/02	DIAMOND SHAHROCK	\$23.07	\$23.07	CO B-ACCT#77005775/GASOLINE
116222-APCA	07/31/02	DIXIE PAPER COMPANY	\$1,140.98	\$1,140.98	CO. JAIL - 385755/ BTRM. CLEANING SUPPLIES;
116223-APCA	07/31/02	DORISIE ESCANLAR	\$78.00	\$78.00	ELECTIONS-REIMBURSE MEALS
116224-APCA	07/31/02	DWIGHT A. BRANNON	\$1,820.00	\$350.00 \$770.00 \$450.00 \$250.00	D. CT-#12,820/LAPACQUA GREEN D. CT-#12,861/JIMMY WAYNE WYATT D CT-#12,697/THOMAS BRIAN HOLLINGSWORTH CO CT-#27,063/PETRINA KEPPARD
116225-APCA	07/31/02	E. T. MOBILE IMAGING INC	\$375.00	\$375.00	CO. JAIL-SERV JUNE 2002
116226-APCA	07/31/02	EAST TEXAS INSURANCE AGENCY	\$50.00	\$50.00	CO B-T:565462/RESERVE DEPUTY, SHERRY LYNN NIELL 7/11/02-7/11/03
116227-APCA	07/31/02	EAST TEXAS MEDICAL	\$5,235.43	\$288.17 \$355.64 \$201.94 \$133.49 \$201.94 \$859.41 \$70.01 \$142.38 \$174.54 \$97.28 \$97.28 \$420.70 \$703.10 \$91.92 \$61.60 \$84.70 \$97.28 \$439.05 \$201.94 \$202.16 \$67.01 \$67.01 \$64.86 \$112.02	CO JAIL-STEPHEN M MCHORTER/MEDICAL CO JAIL-KENNETH E WALKER/MEDICAL CO JAIL-KENNETH E WALKER/MEDICAL CO JAIL-JAMES JOHNSON/MEDICAL CO JAIL-JANICE CEREDI/MEDICAL CO JAIL-JANICE CEREDI/MEDICAL CO JAIL-JANICE CEREDI/MEDICAL CO JAIL-JANICE CEREDI/MEDICAL CO JAIL-JAMES BALTER/MEDICAL CO JAIL-JAMES BALTER/MEDICAL CO JAIL-JEFFERY PRITCHETT/MEDICAL CO JAIL-JEFFERY PRITCHETT/MEDICAL CO JAIL-JAMES JOHNSON/MEDICAL INDIO-ALTON GRANVILLE/MEDICAL CO JAIL-ROY DAVIS/MEDICAL CO JAIL-MESLEY SPRINGER/MEDICAL CO JAIL-MICHAEL JOHNSON/MEDICAL CO JAIL-BENNY ELLIFF/MEDICAL CO JAIL-BENNY ELLIFF/MEDICAL CO. JAIL-MICHAEL JOHNSON/MEDICAL CO JAIL-OLIVER W FAGAN/MEDICAL CO JAIL-WILLIAM C THORNLEY/MEDICAL CO JAIL-WILLIAM C THORNLEY/MEDICAL CO JAIL-OLIVER W FAGAN/MEDICAL
116228-APCA	07/31/02	EAST TEXAS PHYSICI	\$95.00	\$95.00	CO JAIL-ACCT#30449/SELENE LOPEZ
116229-APCA	07/31/02	EASTEX VIDEO	\$25.00	\$25.00	JUV PROB-#84899 REPAIR
116230-APCA	07/31/02	ELWELL'S OIL & LUBE	\$96.85	\$16.00	CO B- MOUNT & BALANCE (2);

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Checking Account(s) APCA FNB INS FNB 123

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/02 thru 08/14/02

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				832 95	CO 8-OIL CHG & LUBE; AIR FLTR/99FORD CROWN
				823 95	CO 8- OIL CHG&FILTER/99 FORD CROWNVIC;
				823 95	CO 8-INSPECT STICKER & LABOR/ 96 FORD CRD;
116231-APCA	07/31/02	ENVIROSPECIALISTS SALES GROU	87,918 83	87,918 83	PCT03-ROAD TOPPING/5,697 @ 81 39
116232-APCA	07/31/02	ERVIN'S GARAGE	8535 00	8450 00	PCT01- REAR END; LABOR;
				885 00	PCT01- PULL VAC & CHARGE AC/ 1996 FORD;
116233-APCA	07/31/02	EXPERIAN	854 12	854 12	SUP-0TBD3-8906245/JUNE 28'02
116234-APCA	07/31/02	EXPRESS LUBE DBA	8121 30	826 95	CO 8- OIL CHANGE
				837 95	CO 8- OIL CHANGE; WIPER BLDS; FIA139;
				821 95	CO 8- OIL CHANGE;
				812 30	CO 8- INSPECTION STICKER;
				821 95	CO 8- OIL CHANGE;
116235-APCA	07/31/02	EXXONMOBIL FLEET/GECC	8132 21	8132 21	CO 8- PAYMENT FOR FUEL PURCHASES;
116236-APCA	07/31/02	FEDEX	875 70	875 70	CO JAIL-ACCT#171613256/SHIPMENTS TO HUNTSVILLE(4)
116237-APCA	07/31/02	FIRST MEDCHOICE	8129 40	851 40	CO JAIL-JEFFERY PRITCHETT/MEDICAL
				855 00	CO JAIL-MYERS HART/MEDICAL
				823 00	CO JAIL-JANICE CEREDLI/MEDICAL
116238-APCA	07/31/02	FLOWERS DAVIS P L L C.	8799 95	8799 95	NON DEPT-PCM REF TAC-CPOL-0283/ROD HENDRICKS
116239-APCA	07/31/02	FOOD FAST HOLDINGS	856 20	856 20	DA-LANDRA DUNN/HOT CHECK RESTITUTION
116240-APCA	07/31/02	FUTURE EQUIPMENT CO INC	8212 33	8212 33	PCT04-3UCP004/BOLTS, BLADES, WASHERS;
116241-APCA	07/31/02	FUTURE WORLD COMPUTERS	849 48	849 48	COMP- DLINK (1); CONNECTORS (1);
116242-APCA	07/31/02	G & G DESIGNS	8168 00	8168 00	PCT01- ORANGE TEE'S (24);
116243-APCA	07/31/02	GALL'S INC.	860 97	860 97	CO 8-RECHARGEABLE BATTERY BTK (2);
116244-APCA	07/31/02	GARY'S REPAIR SHOP	836 72	836 72	CCP-INV0020/PARTS
116245-APCA	07/31/02	GATEWAY BUSINESS	8469 00	8469 00	CO SHERIFF-15"FLAT PANEL MONITOR
116246-APCA	07/31/02	GAYLORD BROS INC.	843 33	843 33	CO LIB-ENVELOPE PROTECTORS; SHIPPING
116247-APCA	07/31/02	GILMER CABLE TV CO INC.	8432 80	811 80	COMPUTER-ACCT#19305/JULY/24/02 BILLING
				8421.00	NON DEPT-ACCT#15446/JULY 24/02 BILLING
116248-APCA	07/31/02	GILMER COMPUTER TECH	8195 98	8195 98	JUV PROB-BIGSTAR MOTHERBOARD; VIDEO&NETWORK CARD; LABOR
116249-APCA	07/31/02	GILMER COUNSELING SERVICES	82,799 00	82,250 00	CCP-MAY'02 COUNSELING

Check #....	HC Date	Vendor.....	Check Amount	Invoice Amts	Invoice Descriptions
				9549 00	JUV. PROB-HAY&JUNE'02.COUNSELING
116250-APCA	07/31/02	GILMER DISCOUNT TIRE	976.00	938.00	CO S- MT & BAL (4); DISP FEE (4);
				938.00	CO S- MOUNT & BAL (4); DISPOSAL (4);
116251-APCA	07/31/02	GILMER EYE CENTER	959.00	959.00	CO. JAIL-YVONNE MANIOS/SERV. 3/25/02
116252-APCA	07/31/02	GILMER OFFICE CENTER	91,306.19	919 90	911- BOX DISKS;
				91.69	911-SH BINDER CLIPS, MED CLIPS(4);LO CLPS(4);
				9100 48	JP#1-POSTIT NOTES(4);DISP(2);PAPER(2);INK
					RLS(2);
				92.94	911- DISKETTE MAILERS (6);
				923.86	D CLK-CLASP ENV ;910 ENV; TAPE (12);
				93.70	D CT- TAPE (5);
				9451.80	CO. JAIL- OFFICE SUPPLIES
				949.13	CO S-COPY
					PAPER; FOLDERS; MILITERS(4); PEN(3)(4); PUNCH;
				932.99	EXT- COLOR CARTRIDGE (1);
				97.89	EXT-BOX BUSINESS ENVELOPES (1);
				99 78	CO. IND-NUM 192LT(1); NUM 8192(1);
				934.97	AUD- CTN COPY PAPER; BUSINESS ENVELOPES;
				927.83	SUP-INV#24101&24131/SUPPLIES
				9358.46	CO JAIL- PRINTER RIBBONS (12); COMP PAPER
					(10);
				939 32	CO S- PRINTER RIBBON (4);
				9141.25	SUP-INV#24147, 54, 82, 24073, 24211/SUPPLIES;
116253-APCA	07/31/02	GILMER PAINTSHOP INC	9853.50	9853 50	CO SHERIFF-APPO (3640 ROUNDS)
116254-APCA	07/31/02	GINA OFFIELD	917.32	917 32	911-REIMBURSE MILEAGE
116255-APCA	07/31/02	GLENWOOD GROCERY	928 13	928 13	DA-TONIA GILLILAND/HOT CHECK RESTITUTION
116256-APCA	07/31/02	GOOLSBEE TIRE SERVICE	9443 30	992 66	CO S-CUST#2500/TIRES(2)
				9185 32	CO S-CUST#2500/TIRES(4)
				9185 32	CO S-185 32
116257-APCA	07/31/02	GREATAMERICA LEASING CORP	9460 25	9460 25	NON DEPT-CONTRACT CHARGES/ @ 0134764-000
116258-APCA	07/31/02	GREEN OIL CO INC	91,487 49	91,487 49	PCT#4-DIESEL/1501 GALS @ 90 991
116259-APCA	07/31/02	GRIFFITH LAW FIRM P C	9734 00	9404 00	D CT-912,967/MILLIE T WHITE
				9390 00	D CT-912,730/EDGAR W GOODMAN, JR
116260-APCA	07/31/02	GRIFFITH LAW FIRM, PC	9334 34	9334 34	D CT-912,448/MILLIAM MICHAEL REEVES
116262-APCA	07/31/02	HARBOR FEIGHT TOOLS	9156 61	9156 61	PCT 1-SAFETY EQUIPMENT
116263-APCA	07/31/02	HENRY WHITLEY P C.	94,440 00	94,440 00	D CT-912,654/KEITH ANTONIO GETER
116264-APCA	07/31/02	HERBERT L. YOUNG	9392 32	985 41	NON. DEPT-UNLEADED PLUS (730AL);

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THE SOFTWARE GROUP, INC.

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Disbursements Made From 07/31/02 thru 08/14/02

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Check #....	MC Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.
116286-APCA	07/31/02	LEXIS LAW PUBLISHING	6232.08	6232.08	LAW LIB-ACCT#1100082063/US SUPR CASE;LAWY BND SUP 2001-2002;SHIPPING
116287-APCA	07/31/02	LINEBARGER HEARD GOGGAN BLAI	66,205.12	66,205.12	CO TAX-TAX COLLECTED MAY 2002
116288-APCA	07/31/02	LISA R. MONEY	660.00	660.00	JULY'02 JP#1 BLDG CLEANED
116289-APCA	07/31/02	MARK WITHERSPOON	639.06	639.06	D A-#12.965/MICHAEL ELROD
116290-APCA	07/31/02	MARTIN MARIETTA MATERIALS	694.05	694.05	PCT#3-58000363/DRY SCREENINGS;
116291-APCA	07/31/02	MARY CAMPBELL	631.50	631.50	EXT-REIMBURSE MILEAGE
116292-APCA	07/31/02	MED-SHOP TOTAL CARE	617.07	617.07	CO JAIL-TAPE;WIPES
116293-APCA	07/31/02	MEDICAL WHOLESALE INC.	6684.76	6684.76	CO JAIL-0003047/MEDICAL SUPPLIES;
116294-APCA	07/31/02	MICHAEL MARTIN ATTY	6350.00	6350.00	D. CT-DALE RAY DESPAW
116295-APCA	07/31/02	MICHEAL SMITH	6304.68	620.79 6234.32	TAX-REIMBURSE MILEAGE ELECTIONS-REIMBURSE MILEAGE;MEALS/7/23-25/02 SEMINAR
				649.57	TAX-REIMBURSE MILEAGE;REGISTRATION/6/28/02
116296-APCA	07/31/02	MIKE CRAIG FORD MERCURY	6123.31	6123.31	CCP-'98 FORD F150/INSPECTION;PARTS;LABOR
116297-APCA	07/31/02	REARDON PLUMBING	6185.25	6185.25	CO. BLDGS-REPAIR DRAIN
116298-APCA	07/31/02	MIRANDA MELCH	650.00	650.00	JULY'02 JP#3 BLDG CLEANED
116299-APCA	07/31/02	MIRANDA MELCH	624.57	624.57	JP#3-REIMBURSE MILEAGE
116300-APCA	07/31/02	MYRA HARRIS	6370.93	6370.93	CO TREAS-REIMBURSE/358 5m18 315ea;MEALS;LDGIN 6(C108FT WORTH)
116301-APCA	07/31/02	NATIONAL FAMILY CARE	6593.70	6593.70	ID#3152/JULY 2002 PAYROLL DEDUCTIONS
116302-APCA	07/31/02	D.W. LOYD, II	6700.00	6350.00 6350.00	D CT-#12.912/JESUS CEDILLO RODRIGUEZ D CT-#12.961/PATRICIA D MANN
116303-APCA	07/31/02	OFFICE & GIFTS CENTER	6723.17	634.99 650.00 6208.99	DA- INKART; D CLX- PAPER (20); DA- TONER (2);
				631.29	JP#4- PAPER (10); RIBN;
				6193.68	CO S- BUSINESS FORMS;
				611.15	CO JAIL- PNC 3 25X80 ROLL; ZEB PEN (10);
				648.98	CO S- INKART, DJ 600; INKART TRI-CO;
				6124.09	CO CLX-ENVELOPES; TAPE; TONER
116304-APCA	07/31/02	OFFICE DEPOT CREDIT PLAN	61,321.21	6996.80	JP#3-#6011563610066108/PRINTER TOWER;KEY RACK;STACK CHAIRS;MATS

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				\$207 60	SUP-06011544610110974/JULY 5'02 029301659700, 293119061000, 3000
				\$38 55	JP#1-06011565610066108/BRACKETS;
				\$58 26	CONST#4-06011565610066108/SUPPLIES(-TAX)
116305-APCA	07/31/02	OGLESBY'S TIRE & RENTAL	\$35 00	\$35 00	CD S-MT & BAL (3)
116306-APCA	07/31/02	OLMSTEED-KIRK PAPER CO	\$535 30	\$535 30	CD BLDG-TISSUE(10); ROLL TOMEL(10); MISTY; BATHYS(2);
116307-APCA	07/31/02	OMNIBASE SERVICES, INC	\$84 00	\$78 00 \$6 00	JP#3-0003228/2nd QTR'02(APRIL-JUNE) SUP-000228/2ND QTR 02(APRIL-JUNE);
116308-APCA	07/31/02	P & P AND ASSOCIATES	\$850 00	\$850 00	CCP/SA-IBM MM 1500 TYPEWRITER 3072 8011XT581;
116309-APCA	07/31/02	PAMELA LONG	\$383 84	\$383 84	AUD-REIMBURSE MILEAGE; ALLTEL REIMB
116310-APCA	07/31/02	PATRICIA HARRISON	\$225 00	\$225 00	CD CT-COURT REPORTING 7/24/02
116311-APCA	07/31/02	PAUL BANNER	\$198 43	\$198 43	D CT-MILEAGE; MEALS-7/01-5 & 8-10/02
116312-APCA	07/31/02	PAULA GENTRY	\$80 64	\$80 64	TAX-REIMBURSE MILEAGE
116313-APCA	07/31/02	PEQUES - HURST MOTOR CO.	\$294 41	\$294 41	PCT#3-REMF0-HTR/94 F 100 VIBRVA37338
116314-APCA	07/31/02	PRECISION DYNAMICS CORP.	\$191 44	\$191 44	CD JAIL-CUST#26378/CLINCHER PHOTO ID; FREIGHT
116315-APCA	07/31/02	PRO-MED SYSTEMS	\$62 62	\$62 62	CD JAIL- ALPHA LABELS (8); FREIGHT;
116316-APCA	07/31/02	PROFESSIONAL FOOD SYSTEMS	\$1,107 10	\$512 30 \$108 80 \$486 00	CD JAIL-17130 1/GROCERY; CD JAIL- 17130 1/ GROCERY CD JAIL- 17130 1/GROCERY;
116317-APCA	07/31/02	PROFESSIONAL TECHNICAL ASSIS	\$124 00	\$124 00	PCT 1-PARTS FOR PORTABLE; LABOR
116318-APCA	07/31/02	R & M PAINT&BODY	\$1,782 02	\$1,782 02	CO. S-AUTO REPAIR
116319-APCA	07/31/02	READY ICE LONGVIEW	\$150 00	\$150 00	J CTR-TRAILER RENTAL/2 DAYS @ \$75.00
116320-APCA	07/31/02	RELIABLE OFFICE SUPPLIES	\$169 99	\$169.99	CT- MOBILE FILE;
116321-APCA	07/31/02	RELIANT ENERGY ARKLA	\$674 00	\$591 33 \$2 93 \$38 33 \$12 93 \$33 49 \$19 47 \$24 48cr	J CTR-ACCT#20812336091/SERV-6/10-7/10/02 CD BLDGS-ACCT#21019295091/-6/10-7/12/02 CO LIB-ACCT#21126364081/-6/12-7/12/02 CO LIB-ACCT#21126365071/-6/12-7/12/02 BILLING CD BLDG-ACCT#21417012071/-6/17-7/17/02 PORTER BLDG-#21417018011/SERV-6/17-7/17/02 CD BLDGS-ACCT#21019295091/CREDIT-5/10-6/10/02 BILLING
116322-APCA	07/31/02	RICK'S TIRE SERVICE	\$391 00	\$35 00	PCT#1-SERV CALL/FLAT REPAIR;

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				856.00	PCT01- SERV CALL/FLAT REP. CRAGLER&BACKHOE; BOOT;
				830.00	PCT01- SERV CALL/FLAT REPAIR;
				835.00	PCT01-SERV CALL/FLAT REPAIR;
				840.00	PCT01-SERV CALL/FLAT REPAIR; BOOT;
				860.00	PCT01- TIRE MOUNT (2); SERV CALL;
				830.00	PCT01- SERV CALL/FLAT REPAIR;
				835.00	PCT01- SERV CALL/FLAT REPAIR;
				835.00	PCT01-SERV CALL/TIRE MOUNT;
				835.00	PCT01- SERV CALL/FLAT REPAIR;
116323-APCA	07/31/02	RID-X TERMITES & PEST CONTROL	8530.00	850.00	911-EXTERMINATION
				880.00	LIB. ACT-EXTERMINATION
				880.00	CO. LIB-EXTERMINATION
				865.00	JP03-EXTERMINATION
				880.00	TAX-EXTERMINATION
				895.00	CT H-EXTERMINATION
				880.00	J. CTR-EXTERMINATION
116324-APCA	07/31/02	ROBERT BENNETT & ASSOC	84,865.00	8350.00	D CT-012.721/DEMITRA R DUNCAN
				84,515.00	D. CT-012 323/JAMES CHAPMAN
116325-APCA	07/31/02	ROBIN RODENBERG	8163.00	8163.00	ELECTIONS-REIMBURSE MEALS; REGISTRATION
116326-APCA	07/31/02	RUSSELL TACKETT	8400.00	8400.00	PCT01-REPAIR EQUIPMENT
116327-APCA	07/31/02	RUSSELL'S A/C & HEATING	81,300.00	81,300.00	DA-ROY L CALLOWAY/HOT CHECK RESTITUTION
116328-APCA	07/31/02	SCOTT-MERRIMAN INC	8439.52	8439.52	D CLK- RECORD PAPER/6 REAMS(1);
116329-APCA	07/31/02	SHARE CORP.	8110.00	8110.00	PCT01- POWDERED CAR WASH (1);
116330-APCA	07/31/02	SHARON LAMINACK	863.16	820.16	TAX-REIMBURSE MILEAGE
				843.00	ELECTIONS-RTEIMBURSE MEALS/ELECTIONS SEMINAR
116331-APCA	07/31/02	SHERRY JEWKES	8292.94	8292.94	JP04-REIMBURSE MILEAGE; MEALS/SCHOOL IN GALVESTON
116332-APCA	07/31/02	SMITH OIL COMPANY	8358.00	8179.00	PCT01-HYDROLIC FLUID
				8179.00	PCT01-HYD OIL
116333-APCA	07/31/02	SOLUTIONS 2000 INC	895.00	895.00	SUB-TRNG CB. INV05003);
116334-APCA	07/31/02	SOUTHERN POLICE EQUIPMENT	8263.84	8263.84	CO JAIL-CUST@UPSCOTX/RESTRAINT CHAINS
116335-APCA	07/31/02	SOUTHWESTERN ELECTRIC POWER	81,119.24	8264.55	CO LIB-4036699 07/11/02
				8492.94	CO LIB- 666859 7/11/02
				837.21	ROCK. BLD-406819 7/11/02
				89.70	ROCK BLD-3596699 7/11/02
				8114.84	JP03-ACCT0190916019/SERV-6/12-7/12/02

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THE SOFTWARE GROUP, INC

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116336-APCA	07/31/02	STEPHEN "CHIP" CHILTON, LMFT	\$575 00	\$575 00	JUV PROB-JULY'02 COUNSELING
116337-APCA	07/31/02	SYSCO FOOD SYSTEMS INC	\$3,344 37	\$14 90 \$14 90 \$1,687 15 \$1,627 42	CO JAIL-SUCT#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL- 288639/GROCERY; CO JAIL-288639/GROCERY;
116338-APCA	07/31/02	TEFTELLER & PELATA	\$350 00	\$350 00	D CT-#12,855/DONALD STUTSON
116339-APCA	07/31/02	TEXACO REFINING &	\$84 06	\$84 06	CO S- 61-030-2845-9/GASOLINE;
116340-APCA	07/31/02	TEXAS ASSOCIATION OF COUNTIE	\$70 00	\$70 00	NON DEPT-#13/2001 ISGERSOL-RAND SD100D VIBRATORY ROLLER
116341-APCA	07/31/02	TEXAS DIST. & CO. ATTY ASSOC.	\$60 00	\$60 00	D A-MEMB #1697/ANGELA NORTON 8/2002-8/2003 MEMBERSHIP RENEWAL
116342-APCA	07/31/02	THE EARTHORAINS COMPANY	\$450 00	\$112 50 \$112 50 \$112 50 \$112 50	CO JAIL-09008071/BREAD; CO JAIL 09008071/BREAD; CO JAIL-09008071/BREAD CO JAIL-CO JAIL 09008071/BREAD;
116343-APCA	07/31/02	THE GILMER MIRROR	\$244 45	\$144 70 \$58 00 \$20 50 \$21 25	JP'S-JOB PRINTING COMM CT-ACCT#246030/PUBLIC NOTICES CO S-ACCT#245080/PUBLIC NOTICES CO S-PUBLIC NOTICES
116344-APCA	07/31/02	THE LIBRARY STORE INC	\$301 04	\$301 04	CO LIB-BOOKCASES (2)
116345-APCA	07/31/02	THE LOGO	\$374 25	\$374 25	CO JAIL-12 SHIRTS W/EMBLEMS
116346-APCA	07/31/02	THOMPSON PUBLISHING GROUP	\$298 00	\$298 00	TREAS- RENEWAL/FAIR LABOR HANDBOOK;
116347-APCA	07/31/02	TXU COMMUNICATIONS	\$219 25	\$219 25	SUP&ADULT-#0000014180/JULY 18'02
116348-APCA	07/31/02	U. S. FOODSERVICE-DALLAS	\$3,046 21	\$903 37 \$1,159 23 \$983 61	CO JAIL-93586865/GROCERY; CO JAIL- 93586865/GROCERY; CO JAIL- 93586865/ GROCERY;
116349-APCA	07/31/02	UNIFRIST CORP	\$211 64	\$73 78 \$64 08 \$73 78	PCT#3-CUST#153607/UNIFORM SERVICE PCT#3-UNIFORM SERVICE PCT#3-UNIFORM SERVICE
116350-APCA	07/31/02	UNITED POSTAL SOLUTIONS	\$61 65	\$61 65	NON. DEPT-THERMAL CASSETTE; SHIPPING
116351-APCA	07/31/02	UNITED STATES POSTAL SERVICE	\$28 00	\$28 00	JP#2-NEW ZIP CODE DIRECTORY
116352-APCA	07/31/02	UNIVERSAL TIME EQUIPMENT COM	\$371 23	\$250 00 \$121.23	C CLK-NAME PLATES FOR TIME STAMP (2); CO CLERK-INK FABRIC & FILM RIBBONS FOR TIME CLOCK

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116353-APCA	07/31/02	UPSHUR COUNTY AMBULANCE SERV	\$500.00	\$500.00	CO JAIL-TRANSPORT JIMMY VAUGHN TO ETMC
116354-APCA	07/31/02	UPSHUR COUNTY JUVENILE PROBA	\$1,193.83	\$1,193.83	ISP-REIMBURSE JULY 8'02 US BANK CARD
116355-APCA	07/31/02	UPSHUR COUNTY LITERACY PROOR	\$1,875.00	\$1,875.00	LITERACY-4th QTR BUDGET ALLOCATION 2001-02
116356-APCA	07/31/02	UT HEALTH CENTER AT TYLER	\$45.44	\$45.44	CO IND-MOORE, FRED #1081790001
116357-APCA	07/31/02	UTHC TYLER PHY	\$781.36	\$99.83 \$32.00 \$578.48 \$71.05	INDIO-FRED D. MOORE/MEDICAL INDIO-FRED D MOORE/MEDICAL INDIO-FRED D MOORE/MEDICAL INDIO-FRED D MOORE/MEDICAL
116358-APCA	07/31/02	VARNADO FEED SERVICE	\$355.25	\$5.25 \$350.00	CO BLDGS- 50# CORN; PCT#3- 25 GAL SPRAYER; 2 5 ROUND UP;
116359-APCA	07/31/02	VERIZON SOUTHWEST	\$5,915.72	\$47.65 \$70.16 \$252.65 \$107.07 \$62.16 \$5,237.50 \$9.43 \$129.10	TELE COMM-#8437069/JULY 07/02 BILLING CO LIB-#8430664/JULY 10/02 BILLING JP#3-#8448254/JULY10/02 BILLING JP#1-#FD00096/JULY 16/02 BILLING TELE COMM-#8436500/JULY 19/02 BILLING TELE COMM-#8434000/JULY 19/02 BILLING CO S-#IBA2703/JULY 19/02 BILLING JP#3-#FD00122/JULY 19/02 BILLING
116360-APCA	07/31/02	WALMART COMMUNITY BRC	\$54.54	\$26.75 \$27.79	D CLK-#6032202010092378/JUNE 22'02 D CLK-#6032202010092378/JULY 22'02
116361-APCA	07/31/02	WALMART COMMUNITY BRC	\$28.48	\$28.48	D CT-#6032202000836412/JULY 16'02
116362-APCA	07/31/02	WALMART COMMUNITY BRC	\$16.94	\$16.94	CO JAIL-#6032202010092626/JUNE 22'02
116363-APCA	07/31/02	WALMART COMMUNITY BRC	\$145.20	\$145.20	PCT#1-#6032202010092592/JULY 22'02
116364-APCA	07/31/02	WALMART COMMUNITY BRC	\$96.75	\$96.75	CO S-#6032202010092659/JUNE 22'02
116365-APCA	07/31/02	WALMART COMMUNITY BRC	\$44.46	\$44.46	SUP-#6032202000871575/JULY 16'02
116366-APCA	07/31/02	WALMART COMMUNITY BRC	\$34.72	\$34.72	CO MAINT-#6032202010092402/JULY 22'02
116367-APCA	07/31/02	WAYNE ALLEN	\$182.85	\$182.85	ISP-REIMBURSE/530mile 345ea, 5/29-7/08/02
116368-APCA	07/31/02	WELLBORN MECHANICAL SERVICE	\$556.13	\$556.13	J CTR-MATERIAL, LABOR
116369-APCA	07/31/02	WELLS FARGO FINANCIAL LEASIN	\$298.85	\$298.85	D A-SAVIN COPIER LEASE 7/24/02-8/24/02
116370-APCA	07/31/02	WEST GROUP PAYMENT CENTER	\$2,138.75	\$1,518.25 \$194.00 \$194.00 \$197.00 \$35.50	LAW LIB-ACCT#1000809966/BILLING-5/31-6/30/02 D JUDGE-ACCT#1000109099/BILLING-5/31-6/30/02 D A-ACCT#1000261365/BILLING-5/31-6/30/02 D A-ACCT#1000646660/-5/31-6/30/02 BILLING CO JUDGE-ACCT#1000235456/TX COURT RULES

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08/14/02
10:00

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					ST MFED
116371-APCA	07/31/02	WEST SIDE FURNITURE	\$2,015 94	98 07 91 98 95 94 91,999 93	CCP-INV073409/MEEDEATER PARTS CO BLDS- KEYS (2); CO BLDS-6 KEYS FAC-HUSQVARNA MOWER/INV073494;
116372-APCA	07/31/02	WESTERN AUTO ASSOCIATE STORE	86 47	86 47	CCP/CSR-SUPPLIES/0916340;
116373-APCA	07/31/02	WIL MAX INC.	877 06	877 06	DA-LANDRA DUNN/HOT CHECK RESTITUTION
116374-APCA	07/31/02	YOUNG'S HEATING & AIR	9102 00	9102 00	LIS-REPAIR SHORTED COMPRESSOR TERM, TERM, KIT;
116375-APCA	07/31/02	ALLTEL	90 53	90 21 90 32	PCT04-010167349-123/7/23/02 BILLING; PCT02- 010161252/7-23-02
116376-APCA	07/31/02	ARAMARK UNIFORM SERVICES INC	\$1,146 25	9269 34 974 37 9122 77 974 37 9124 13 981 55 9124 13 975 73 9122 77 977 09	PCT04- UNIFORM SERVICE; PCT02- UNIFORM SERVICE; PCT04- UNIFORM SERVICE; PCT02- UNIFORM SERVICE; PCT04- UNIFORM SERVICES; PCT02- UNIFORM SERVICE; PCT04- UNIFORM SERVICE; PCT02- UNIFORM SERVICE; PCT04- UNIFORM SERVICE; PCT02- UNIFORM SERVICE;
116377-APCA	07/31/02	BLAZER RESOURCES INC.	\$24,933 00	95,206 00 95,180 00 94,610 00 94,712 00 95,225 00	PCT02- ROAD OIL (181); PUGHILL OPER (3HRS); PCT02- ROAD OIL (180); PUGHILL OPER (3HRS); PCT02- ROAD OIL (160); PUGHILL OPER (4 SHR); PCT02- ROAD OIL (162); PUGHILL OPER (3HRS); PCT02- ROAD OIL (175); PUGHILL OPER (3HRS);
116378-APCA	07/31/02	DODD TRUKING	\$2,280 00	\$1,420 00 9860 00	PCT04-LDS CLAY (8); (9); (7); (9); PCT04- CLAY (5)(9)(4)LDS; CRUSH(4)LOADS;
116379-APCA	07/31/02	ELLIOTT DEAN	\$6,536 00	\$6,536 00	PCT04-1594YDS CLAY&B940RAVE02.00 276.69/41HRS HAULING;
116380-APCA	07/31/02	FUTURE EQUIPMENT CO. INC	9185 05	9185 05	PCT04- BUSHING(3); FRT; /S08R5R-01002
116381-APCA	07/31/02	M&D TIRE & AUTOMOTIVE	\$2,649 77	90 98 959 32 9391 01 933 96 9163 38 9270 56 9111 30 9222 60 9586 04	PCT04- KEY; PCT02-TUBE(2); GAGE; CHUCK; PLUG; PCT 2-O-RING; SOAP; TIRE PCT04-ORING(8); DAY BBX(2); DAY(2) PCT 4-TIRES; CORE PCT 4-WASP/YELLOW JACKET FOAM; WASP & HORNET SPRAY; WASP SPRAY; CONCRETE MIX; WOOD SHOVELS PCT 4-CONCRETE MIX PCT 4-CONCRETE MIX PCT 4-TIRES

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				811.92	PCT04-REFLECTOR(4); DAY(2);
				8222.60	PCT 4-CONCRETE MIX
				8520.90	PCT 4-TIRES
				819.44	PCT04- BRAKE KLEEN (6);
				835.76	PCT04- BBX DAY(6); DAY(3); LIGHT; /IMC TRUCK
116382-APCA	07/31/02	HERTZ EQUIPMENT RENTAL	82,010.37	82,010.37	PCT04- TRUCK/BOXDUMP/5-6YD/DSL; ENV; CLEANING;
116383-APCA	07/31/02	INDUSTRIAL STEEL	8195.56	8195.56	PCT04- 3/8X2 FLAT(3); 3/8X3 FLAT(3); 3/8X4FLT(3);
116384-APCA	07/31/02	JIMMY SHAMBURGER, ESTATE	8189.00	8189.00	PCT02- 21 LDS SAND/GRAV @ 9 COOPER LD;
116385-APCA	07/31/02	LAWSON PRODUCTS INC	8378.92	8378.92	PCT 2-BOLTS, NUTS, WASHERS, ETC; FREIGHT
116386-APCA	07/31/02	LONVIEW ASPHALT INC.	8255.73	8255.73	PCT02- OIL DIRT-9.65 TON;
116387-APCA	07/31/02	NICHOLS MACHINERY COMPANY	8220.32	8220.32	PCT02-PART#9W2299 1/2X6X7 GR BLD (8);
116388-APCA	07/31/02	RICK'S TIRE SERVICE	865.00	865.00	PCT04- SERV CALL; INT TIRE MTS; CVY DMP TIR MTS(2);
116389-APCA	07/31/02	ROMCO EQUIPMENT CO	83,000.00	81,000.00	PCT02-ROLLER VIBRATOR 6/20-6/26/02
				81,000.00	PCT02&PCT04-ROLLER, VIBRATORY/6/27-7/03/02
				81,000.00	PCT02-ROLLER, VIBRATORY/7/04-7/10/02
116390-APCA	07/31/02	ROSE & COLT CELLEY	81,418.00	81,418.00	PCT02- 1418 YDS SAND/GRAV @ 1.00 A YD
116391-APCA	07/31/02	SMITH OIL COMPANY	8889.36	8263.86	PCT02-DEXRONIII; BRK&CVB CLN; 2CY OIL; BAR OIL;
				8223.50	PCT02-AIR FLTR(3); OIL FLTR(2); BATTERY(2)
				8402.00	PCT02-OIL; AIR FLTRS; MOWER, WD40; WINDSHIELD WS FLD;
116392-APCA	07/31/02	TWIN STATE TRUCKS INC	8113.78	8104.84	PCT04- DRUM (2);
				88.94	PCT04- BOLT; NUT; /INT DUMP TRUCK
116393-APCA	07/31/02	UPSHUR-RURAL ELECTRIC COOP	8216.30	8123.15	PCT04- 120298591/07/16/02
				893.15	PCT02- 41186523/5 69691396012/87 46-7/22/02
116394-APCA	07/31/02	WEST SIDE FURNITURE	87.50	87.50	PCT 4-REPAIR OF CHAIN SAW
116395-APCA	07/31/02	WINGFOOT COMMERCIAL TIRE	8520.00	8520.00	PCT02-MS20 5--25PIR55 EL 3 16;
116396-APCA	07/31/02	H&D TIRE & AUTOMOTIVE	81,403.82	865.00	911- 235-75R15 TIRE;
				82.15	CO BLDGS- HOSE NOZZLE;
				85.84	CO BLDGS- SPRAYER SHUTOFF;
				80.27	CO BLDGS-SPRAYER VALVE KIT;
				8229.61	PCT 3-FILTER; COIL; COIL; GRINDER
				83.00	PCT03- START FLUID (2);
				8138.00	PCT 1-TIRE, TBE
				89.50	PCT03- TUBE;

NOV 10 2002 PG 410

Approved Disbursements

Checking Account(s) APCA FNS INS FNS 125
Disbursements Made from 07/31/02 thru 08/14/02

THE SOFTWARE GROUP, INC

VOLUME PG 411

Check #....	HC Date	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions.....
				92 91	PCT01- CARDED TAP;
				937 90	PCT01- TRACTOR (OIL);
				914 68	CO BLDGS- DOOR CHIME; BATTERIES;
				91 98	CO BLDGS- TUBING; FUNNEL;
				936 96	PCT03-IGN WIRE, CAP; FILTER; 8-12(2); START FLD(4);
				928 95	CO 8- LAMPPOWER BATTERY, RECYCLE & CORE;
				99 97	CO BLDGS- TRASHBAGS; LANDSCAPE BDR;
				90 22	CO BLDGS- PVC ELL;
				911 68	PCT03- COATED GLOVE (2);
				914 14	PCT01- RADIATOR HOSE; ANTIFREEZE;
				94 99	J CTR- PLIERS;
				96 97	CO BLDGS- FILTER (2); SPARK PLUG;
				9361 04	PCT 3-CARBURATOR; FREIGHT
				90 35	PCT03- PLUG;
				92 19	PCT03- FOAM FILTER;
				916 19	CO BLDGS- GAL EXT TINT BASE;
				934 99	CO BLDGS-12/3 100' SJT EXT RED/WHT
				92 15	CO BLDGS- PAINTBRUSH;
				920 46	CO BLDGS- EXT WHT SMOLOSS; PAIL; PAINTBRSH(4);
				94 50	CO 8- KEY (5);
				913 62	PCT01-WHEEL HARDWARE (6); WHEEL HOME(6);
				93 92	CO BLDGS- 30 AMP FUSE (8);
				93 40	CO BLDGS- GOGGLES (2);
				95 75	PCT01- POWER STEERING SEALER;
				945 88	PCT01-BUSH HOO BLADES(2); BOLT KIT(2);
				9152 94	PCT 3-FILTER; MISC; REFLECTOR KIT; KEYS STOCK; OIL; FREON; CLUTCH ASSEMBLY
				925 47	PCT03-FILTER(4); HOSE(9); HOLEYE TBKL;
				94 29	CO BLDGS- BOILER DRAIN; CLIP;
				94 92	J CTR- SAFETY HSP(2); SCREWS(16);
				974 45	PCT01-PLUGS(8); FILE(8); WIRES; FILTER; CAP; COPR; OIL;
				93. 99	CO 8- WASH SPRAY;
116397-APCA	07/31/02	ORE CITY HOME & AUTO INC.	921 02	921 02	PCT02- 88X HYD HOSE(4); 8FJ-888(2);
116398-APCA	08/02/02	ANTHONY BETTERTON	9500 00	9500.00	CO 8-REIMBURSED PETTY CASH FUND(INVESTIGATIVE)
116417-APCA	08/09/02	FIRST NATIONAL BANK GILMER	9200.000 00	9200.000 00	CD#34975 PURCHASED@ 15%(129days) TO MATURE 12/16/02
116418-APCA	08/13/02	FIRST NATIONAL BANK GILMER	988.703 75	988.703.75	DEBT SERVICE-1997 C O. 'S INTEREST DUE 8/15/02
Total for APCA - Accounts Payable Clearing Account			9647.023.89		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Aug 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/02 thru 08/14/02

PAGE 17

Check #....	HC Date....	Vendor	Check Amount	Invoice Amt	Invoice Descriptions.
1724-FNB. 125	07/31/02	UPSHUR CO. OPERATING ACCOUNT	\$1,221 76	\$1,221 76	125 PLAN CANCER; HEART/STROKE PREMIUMS (IRC/125)
1725-FNB. 125	07/31/02	UPSHUR COUNTY INSURANCE ACCO	\$4,870 52	\$4,870 52	125 PLAN DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB. 125 - IRC/125 PLAN			\$6,092.28		

VOL 62 PG 41A

VOL 62 PG 113

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Aug

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 129

Disbursements Made from 07/31/02 thru 08/14/02

THE SOFTWARE GROUP, INC.

PAGE

Check #....	HC Date. .	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions.....
1217-FNB INS	07/31/02	HEALTHCARE PARTNERS HEALTH P	661 50	661 50	125 PLAN ADMIN FEE 07/31/02
1218-FNB INS	07/31/02	HEALTHFIRST TPA	642,939 30	642,939 30	GROUP UPS01 MONTHLY COSTS 08/02
1219-FNB INS	07/31/02	MANAGED PHARMACY BENEFITS IN	68,011 49	68,011 49	GROUP#80086 7/15/02 PAYMENT REGISTER
1220-FNB INS	07/31/02	UPSHUR COUNTY INSURANCE CLEA	639,949 67	639,949 67	07/25/02 UP PAYMENT REGISTER

Total for FNB INS - INSURANCE

690,961 96

Grand Total

6744,078.13

265 records listed.

Charles Still
COUNTY JUDGE, CHARLES STILL

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Joe Orms
COMMISSIONER PCT#1, JOE ORMS

Russell Green
COMMISSIONER PCT#4, RUSSELL GREEN

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

02 AUG 15 PM 3:53
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY

JURY SELECTION SYSTEM

07 Aug 2002

THE SOFTWARE GROUP, INC

08/01/02/JP1 8/01/02/JP-1A
Check Register for 08/07/02

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
116399-APCA	Mr EVERETT ALLEN STULKEN	EVERETT ALLEN STULKEN	205603	08/07/2002	\$10 00		J
116400-APCA	Ms MARY ELLEN THETFORD	MARY ELLEN THETFORD	201124	08/07/2002	\$10 00		J
116401-APCA	Ms NORMA JEAN STEVENS	NORMA JEAN STEVENS	203645	08/07/2002	\$10 00		J
116402-APCA	Ms STACEY LEIGH PALMERTREE	STACEY LEIGH PALMERTREE	201492	08/07/2002	\$10.00		J
116403-APCA	Mr MICHAEL LEE SCOTT	MICHAEL LEE SCOTT	191222	08/07/2002	\$10 00		J
116404-APCA	Mr JOHNNY RAY MCKAY	JOHNNY RAY MCKAY	201017	08/07/2002	\$10.00		J
116405-APCA	Mr EARL WADE BROOKS	EARL WADE BROOKS	159309	08/07/2002	\$10 00		J
116406-APCA	Mr WILLARD LEO JONES	WILLARD LEO JONES	151690	08/07/2002	\$10 00		J
116407-APCA	Mr HOLLIS EARL TENNISON	HOLLIS EARL TENNISON	207373	08/07/2002	\$10 00		J
116408-APCA	Mr SAMMY DON DAWSON	SAMMY DON DAWSON	191680	08/07/2002	\$10 00		J
116409-APCA	Ms MARTHA ELIZABETH PARKER E ADS	MARTHA ELIZABETH PARKER EADS	170052	08/07/2002	\$10 00		J
116410-APCA	Ms BARBARA CLINTON CLARK	BARBARA CLINTON CLARK	148111	08/07/2002	\$10.00		J
116411-APCA	Mr RONNIE CLINTON MCMILLON	RONNIE CLINTON MCMILLON	7434	08/07/2002	\$10.00		J
116412-APCA	Ms PATRICIA KAY BAGGETT COPELAND	PATRICIA KAY BAGGETT COPELAND	200679	08/07/2002	\$10 00		J
116413-APCA	Ms JILL WILLIAMS	JILL WILLIAMS	206734	08/07/2002	\$10.00		J
116414-APCA	Ms UPSHUR COUNTY	UPSHUR COUNTY	CRIME	08/07/2002	\$20 00		J
116415-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	08/07/2002	\$20 00		J
116416-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	08/07/2002	\$10 00		J

Check Amounts
18 records listed

\$200 00

02 AUG 15 PM 3:53
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
REX A SHAW
CLERK

NOV 62 PG 414

UPSHUR COUNTY

JURY S E L E C T I O N S Y S T E M

13 Aug 2002

THE SOFTWARE IS THE PROPERTY OF THE COUNTY OF UPSHUR

Check Register for 08/13/02

PAGE 1

Check Number	Payee Name	Check Name	Jurat ID	Check Date	Amount	Chk Status	Count
116419-APCA	MR RONALD COBY KING SR	RONALD COBY KING SR	157807	08/13/2002	\$10 00	CC	CC
116420-APCA	MS SUSAN MCCOOL	SUSAN MCCOOL	142503	08/13/2002	\$10 00	CC	CC
116421-APCA	MS MELBA JEAN LANGSTON	MELBA JEAN LANGSTON	157264	08/13/2002	\$10 00	CC	CC
116422-APCA	MR JEREMY WARREN HARRISON	JEREMY WARREN HARRISON	193343	08/13/2002	\$20 00	CC	CC
116423-APCA	MS JANICE VENITA ALLUMS	JANICE VENITA ALLUMS	152202	08/13/2002	\$20 00	CC	CC
116424-APCA	MS NANCY GAYLE FISK	NANCY GAYLE FISK	203954	08/13/2002	\$20 00	CC	CC
116425-APCA	MS DONNA MARISE PAYNE	DONNA MARISE PAYNE	159303	08/13/2002	\$20 00	CC	CC
116426-APCA	MS DEANNA WHITE FENLAW	DEANNA WHITE FENLAW	196456	08/13/2002	\$20 00	CC	CC
116427-APCA	MR DOUGLAS BUSCH	DOUGLAS BUSCH	7006	08/13/2002	\$10 00	CC	CC
116428-APCA	MR JAMES DALTON MITCHEL	JAMES DALTON MITCHEL	156445	08/13/2002	\$20 00	CC	CC
116429-APCA	MR BILLY D ALLUMS	BILLY D ALLUMS	146753	08/13/2002	\$10 00	CC	CC
116430-APCA	MS WENDOLYN TURNER	WENDOLYN TURNER	146410	08/13/2002	\$20 00	CC	CC
116431-APCA	MS JACKQUET ANN HUTCHINGS	JACKQUET ANN HUTCHINGS	156888	08/13/2002	\$20 00	CC	CC
116432-APCA	MS MAGGIE SUE SPEED	MAGGIE SUE SPEED	211013	08/13/2002	\$10 00	CC	CC
116433-APCA	MR DAVID JEMET MCKEE	DAVID JEMET MCKEE	140995	08/13/2002	\$10 00	CC	CC
116434-APCA	MS LANA JEAN SPIERS	LANA JEAN SPIERS	173011	08/13/2002	\$10 00	CC	CC
116435-APCA	MR DAVID WAYNE NANCE	DAVID WAYNE NANCE	208189	08/13/2002	\$10 00	CC	CC
116436-APCA	MS FRANCES J HIGNER	FRANCES J HIGNER	173510	08/13/2002	\$10 00	CC	CC
116437-APCA	MS FRANCES J HIGNER	FRANCES J HIGNER	198265	08/13/2002	\$10 00	CC	CC
116438-APCA	MR ALLAN S PRIEST	ALLAN S PRIEST	141056	08/13/2002	\$10 00	CC	CC
116439-APCA	MS CAROLYN JEE LEE	CAROLYN JEE LEE	158181	08/13/2002	\$10 00	CC	CC
116440-APCA	MR ADRIAN BREN WILLIAMS	ADRIAN BREN WILLIAMS	190539	08/13/2002	\$20 00	CC	CC
116441-APCA	MR DONALD SHANE MITCHELL	DONALD SHANE MITCHELL	191927	08/13/2002	\$20 00	CC	CC
116442-APCA	MR ROBERTS MURPHY JR	ROBERTS MURPHY JR	205931	08/13/2002	\$10 00	CC	CC
116443-APCA	MR SEMA JEAN THREACOCK	SEMA JEAN THREACOCK	196839	08/13/2002	\$10 00	CC	CC
116444-APCA	MR WALTER EUGENE FULTON	WALTER EUGENE FULTON	202919	08/13/2002	\$10 00	CC	CC

VOL 62 PG 415

UPON THE RECEIPT OF THE SOFTWARE REGISTERED TO THE REGISTER FOR OS 3/02

Check Number	Payee Name	Check Date	Amount	Check Status
116448-APCA	ANTHIA DWYN BEALL	08/12/2002	\$10.00	CC
116450-APCA	TONY LYN JOHNSON	08/13/2002	\$10.00	CC
116447-APCA	JOEL MONTGOMERY	08/12/2002	\$10.00	CC
116448-APCA	KENNETH RAY MOLLEY	08/12/2002	\$10.00	CC
116449-APCA	BRIAN PAUL YORDY	08/13/2002	\$20.00	CC
116450-APCA	MARSHA DAUSTER	08/12/2002	\$10.00	CC
116451-APCA	TRILLA DENISE WALKER	08/12/2002	\$10.00	CC
116452-APCA	HOPE LAMBERT	08/12/2002	\$20.00	CC
116453-APCA	ANDREW GROSS JEFFERY	08/12/2002	\$10.00	CC
116454-APCA	MICHELLE ELIZABETH KESTER SON	08/12/2002	\$10.00	CC
116455-APCA	JOHN DOLEPH MOSAK	08/12/2002	\$10.00	CC

9490.00

Check Amounts
37 records listed

20 AUG 15 PM 3:53
BY _____
DEPUTY
TARRANT COUNTY, TX

62 PG 417

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date Aug. 16 Dept J P 1
 Employee Lisa Mency
 Social Security No 450-31-8538 Emp ID# 1072

X	CHANGES(S)	FROM	TO
X	Grade Step	1500.	1600.
	Rate	Month	Month
	Department	750 ⁰⁰ sm	800 ⁰⁰ sm
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
X	Introductory Period Ended <u>10/1/2002</u>	<input type="checkbox"/>	Merit Increase
<input 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

AUG 15 PM 3:53
 FILED
 J.P. 1
 MENCY

Authorized by: Daniel L. Jones
 Approved by: _____ Date 8-15-02

62 PG 4/8
 WOODSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/13/02 Dept. 565/Jail
 Employee Mary Lee Windsor
 Social Security No _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	\$15.00/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments

Part-time Nurse

AUG 15 PM 3:53
 TX
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 SHAW
 99X

Authorized by

Approved by Berry

Date

8-12-02

Vol 62 PG 419

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE/THE FOLLOWING CHANGE(S):

Effective Date 8/1/02 Dept. 453/PP# 3

Employee Miranda Welch

Social Security No _____ Emp ID# 906

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

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 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 checked="" type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments:

RECEIVED
 SHAW
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 AUG 15
 COUNTY, TX.
 DEPUTY

Authorized by _____

Approved by Miranda Welch Date 8/1/02

Vol 62 PG 420
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date August 12, 2002 Dept. JP# 3/453
 Employee Lera Crisler
 Social Security No. _____ Emp. ID# 1005

X	CHANGES(S)	FROM	TO
	Grade Step	9.3	9.3
	Rate	\$ 825.00 s/m	\$ 825.00 s/m
	Department	452	453
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merrt 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

FILED
 AUG 15 PM 3:53
 SHAW
 CITY

Comments Transferred from JP# 2 to JP# 3.
Miranda Welch position

Authorized by [Signature]
 Approved by _____ Date 8/14/02

VOL 102 PG 421

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/13/02 Dept. 614/Pct#4

Employee Dary Gingling

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	4, 8	
	Rate	\$6.20/HR	
	Department		
	Position		

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

AUG 15 PM 3:53
 REEVE SHAW

Comments Part-time laborer

Authorized by [Signature] Date 8-13-02

102 PG 422
WASHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-5-02 Dept. 565/Dispatch
 Employee Jennifer Hicks
 Social Security No. _____ Emp ID# 1161

X	CHANGES(S)	FROM	TO
	Grade Step	13.5	
	Rate	\$987.50 /m	
	Department		
	Position		

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

Comments 6 month introductory period
Andrea Pester position

Authorized by [Signature] Date 8/2/02
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/1/02 Dept. 560/Co. Sheriff
 Employee Phillip Hill
 Social Security No _____ Emp ID# 1056

X	CHANGES(S)	FROM	TO
	Grade Step	<u>19,6</u>	<u>16,9</u>
	Rate	<u>\$1237.50 sm</u>	<u>\$1150.00 sm</u>
	Department		
	Position	<u>Investigator</u>	<u>Dep. I</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"/>	Ment Increase
<input 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 checked="" type="checkbox"/>	Other

Comments _____

12 AUG 15 PM 3:53
 FILED
 SHAW
 -UNITY, TX.
 REPUTY

Authorized by [Signature] Date 8-1-02
 Approved by: _____

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	DD	STATUS
9509-PCA	08/13/02	08/15/02	LACRONE, PEGGY S.	665.38		
9510-PCA	08/13/02	08/15/02	STILL, CHARLES L.	1,493.83	N	
9511-PCA	08/13/02	08/15/02	CAIN, DERONDA KAYE	742.20	N	
9512-PCA	08/13/02	08/15/02	CHILDRESS, JANIS L.	563.22		
9513-PCA	08/13/02	08/15/02	ESCANLAR, DORISIE L.	534.71		
9514-PCA	08/13/02	08/15/02	MCBRIDE, JUDITH A.	575.57		
9515-PCA	08/13/02	08/15/02	RODENBERG, ROBIN D.	648.99	N	
9516-PCA	08/13/02	08/15/02	SHAW, REX AUDENE	1,075.62	N	
9517-PCA	08/13/02	08/15/02	LOYD, DANNY MICHAEL	767.23	N	
9518-PCA	08/13/02	08/15/02	KUHN, JERRY LYNN	925.57	N	
9519-PCA	08/13/02	08/15/02	FOSTER, CATHERINE	170.85		
9520-PCA	08/13/02	08/15/02	STEELMAN, KARMEN CITA	712.66	N	
9521-PCA	08/13/02	08/15/02	KELLAR, LEANDA M.	525.52		
9522-PCA	08/13/02	08/15/02	LOFTIS, JO ANN	461.07	N	
9523-PCA	08/13/02	08/15/02	DRENNAN, DEANNA R.	1,355.41		
9524-PCA	08/13/02	08/15/02	ENGLISH, LOUIE M.	597.83		
9525-PCA	08/13/02	08/15/02	LIBERACKI, JAMES H.	367.55		
9526-PCA	08/13/02	08/15/02	ROSS, TERRI LYNN	885.19	N	
9527-PCA	08/13/02	08/15/02	ASKEW, PATSY M.	553.34	N	
9528-PCA	08/13/02	08/15/02	CHEVALIER, MELISSA R.	664.85		
9529-PCA	08/13/02	08/15/02	HAMBERLIN, FRANKIE M.	1,020.47	N	
9530-PCA	08/13/02	08/15/02	HENSON, TEENA	779.99		
9531-PCA	08/13/02	08/15/02	MARSHALL, LORING F.	526.09		
9532-PCA	08/13/02	08/15/02	PATE, CASEY N.	595.52	N	
9533-PCA	08/13/02	08/15/02	SMITH, SUSAN K.	373.49		
9534-PCA	08/13/02	08/15/02	GRIMES, ARNOLD	13.00		
9535-PCA	08/13/02	08/15/02	MANES, ANNA MYONE	100.00		
9536-PCA	08/13/02	08/15/02	MONEY, LISA R.	609.74		
9537-PCA	08/13/02	08/15/02	CRISLER, LORA L.	633.41		
9538-PCA	08/13/02	08/15/02	EDGE, PAMELA S.	560.42		
9539-PCA	08/13/02	08/15/02	LITTLETON, PERRY M.	850.71		
9540-PCA	08/13/02	08/15/02	PERRY, CAROLYN JO	766.71	N	
9541-PCA	08/13/02	08/15/02	WELCH, MIRANDA L.	232.19	N	
9542-PCA	08/13/02	08/15/02	JENKES, SHERYL L.	655.41		
9543-PCA	08/13/02	08/15/02	RAY, WILLIAM VALTON	753.35	N	
9544-PCA	08/13/02	08/15/02	BRUNSON, MARY DELL	862.18	N	
9545-PCA	08/13/02	08/15/02	BULLOCK, CAROLYN SUE	907.65	N	
9546-PCA	08/13/02	08/15/02	FARMER, MARGARET A.	595.96		
9547-PCA	08/13/02	08/15/02	JONES, EVELYN D.	823.06	N	
9548-PCA	08/13/02	08/15/02	LINGLE, JOSEPH RICHARD JR.	1,006.80	N	
9549-PCA	08/13/02	08/15/02	MOORE, BARBARA L.	722.88	N	
9550-PCA	08/13/02	08/15/02	NORTON, ANGELA J.	1,326.74		
9551-PCA	08/13/02	08/15/02	HUTCHINS, WANDA L.	708.83	N	
9552-PCA	08/13/02	08/15/02	LONG, PAMELA GAY	1,136.29		
9553-PCA	08/13/02	08/15/02	EAST, KAREN A.	540.29	N	
9554-PCA	08/13/02	08/15/02	EVANS, MINA LEE	198.02		
9555-PCA	08/13/02	08/15/02	HARRIS, MYRA	743.78	N	

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CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	DD	STATUS
9556-PCA	08/13/02	08/15/02	TUEL, LINDA LOUISE	548.02	N	
9557-PCA	08/13/02	08/15/02	CURTIS, BRIDGETT L	616.49		
9558-PCA	08/13/02	08/15/02	GENTRY, PAULA A.	665.90		
9559-PCA	08/13/02	08/15/02	GIBSON, CARLA R	479.12		
9560-PCA	08/13/02	08/15/02	HARRIS, JOANNA S	558.83		
9561-PCA	08/13/02	08/15/02	HILL, BARBARA A	607.85		
9562-PCA	08/13/02	08/15/02	HOWELL, LUANA GAIL	672.25		
9563-PCA	08/13/02	08/15/02	JENKINS, LATICIA ANN	440.79	N	
9564-PCA	08/13/02	08/15/02	LAMINACK, SHERRON H	773.24		
9565-PCA	08/13/02	08/15/02	LEONARD, FONDA K	651.90		
9566-PCA	08/13/02	08/15/02	MCKINLEY, CHARLOTTE ELAINE	590.98		
9567-PCA	08/13/02	08/15/02	NEELEY, LISA D	617.54		
9568-PCA	08/13/02	08/15/02	SMITH, MICHAEL LOYD	1,138.96	N	
9569-PCA	08/13/02	08/15/02	SUSTAIRE, AMY W	610.52		
9570-PCA	08/13/02	08/15/02	OFFIELD, STELLA GINA	680.77		
9571-PCA	08/13/02	08/15/02	COOK, JOHN RUBIN	754.61	N	
9572-PCA	08/13/02	08/15/02	DANIELS, CHARLES D	856.97	N	
9573-PCA	08/13/02	08/15/02	HENSON, PHILLIP D	581.22		
9574-PCA	08/13/02	08/15/02	MEARS, CHARLES R	670.07	N	
9575-PCA	08/13/02	08/15/02	BULLOCK, JOEL K	548.47		
9576-PCA	08/13/02	08/15/02	ROGERS, WILLIAM A	627.09		
9577-PCA	08/13/02	08/15/02	CORLEY, ROLAN D	661.13		
9578-PCA	08/13/02	08/15/02	KUZA, HENRY MICHAEL II	574.94	N	
9579-PCA	08/13/02	08/15/02	ALFORD, JOHN MATTHEW	898.85	N	
9580-PCA	08/13/02	08/15/02	BETTERTON, ANTHONY S	1,205.92	N	
9581-PCA	08/13/02	08/15/02	CROMLEY, ROBERT ALLEN	907.24	N	
9582-PCA	08/13/02	08/15/02	DAUSTER, PHILLIP MARK	515.92		
9583-PCA	08/13/02	08/15/02	DAVIS, SCOTT WAYDE II	860.83		
9584-PCA	08/13/02	08/15/02	DECUIR, JAMES A	896.19	N	
9585-PCA	08/13/02	08/15/02	DOWNIS, GABRIEL R	876.22		
9586-PCA	08/13/02	08/15/02	FORTSON, LARRY WAYNE	865.55	N	
9587-PCA	08/13/02	08/15/02	GROSS, DON LARRY	813.54		
9588-PCA	08/13/02	08/15/02	HILL, PHILLIP M	812.20		
9589-PCA	08/13/02	08/15/02	MASSOLETTI, MARTY	855.28		
9590-PCA	08/13/02	08/15/02	MATTHEWS, GENEVA NELL	832.95		
9591-PCA	08/13/02	08/15/02	MOORE, JEFFERY SCOTT	832.11		
9592-PCA	08/13/02	08/15/02	MOORE, JERRY A	858.18	N	
9593-PCA	08/13/02	08/15/02	MURPHY, MADRA H	849.89	N	
9594-PCA	08/13/02	08/15/02	ROBERTS, GARY DALE	942.45		
9595-PCA	08/13/02	08/15/02	SALOIS, GEORGE CARL	907.07	N	
9596-PCA	08/13/02	08/15/02	SANDERS, BOBBY NEAL	966.24	N	
9597-PCA	08/13/02	08/15/02	STANLEY, TIMOTHY B	740.70		
9598-PCA	08/13/02	08/15/02	STEELMAN, PAUL A	789.47		
9599-PCA	08/13/02	08/15/02	THOMPSON, NANCY K	654.37	N	
9600-PCA	08/13/02	08/15/02	TILLERY, HIRAM D	1,035.43		
9601-PCA	08/13/02	08/15/02	WARREN, ROXANNE	834.36		
9602-PCA	08/13/02	08/15/02	WILLEFORD, DONALD L.	803.07		

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CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	DD	STATUS
9603-PCA	08/13/02	08/15/02	YOUNG, LELAND WAYNE	839.51	N	
9604-PCA	08/13/02	08/15/02	BARBER, BILLIE DARLENE	757.54	N	
9605-PCA	08/13/02	08/15/02	BARTON, JAMES ADAM	780.35		
9606-PCA	08/13/02	08/15/02	BEAN, ELIZABETH M.	789.85	N	
9607-PCA	08/13/02	08/15/02	BEASLEY, JAMES LEON	817.24	N	
9608-PCA	08/13/02	08/15/02	BLEDSOE, TRACI K	733.77		
9609-PCA	08/13/02	08/15/02	BRASHER, WILLIAM A	770.38		
9610-PCA	08/13/02	08/15/02	CHOYCE, LAHANA J	799.10		
9611-PCA	08/13/02	08/15/02	DANIELS, JOE NATHAN	629.96		
9612-PCA	08/13/02	08/15/02	DAVIDSON, JUSTIN SCOTT	741.02		
9613-PCA	08/13/02	08/15/02	GRISHOLD, JAMES E.	862.98	N	
9614-PCA	08/13/02	08/15/02	HANCOCK, SHERREE L.	799.49		
9615-PCA	08/13/02	08/15/02	HELPESTILL, RAY B.	698.53	N	
9616-PCA	08/13/02	08/15/02	HICKS, JENNIFER M	386.17		
9617-PCA	08/13/02	08/15/02	HUGHES, KAREN B.	555.03		
9618-PCA	08/13/02	08/15/02	JACKSON, BROOKS C.	769.26		
9619-PCA	08/13/02	08/15/02	JEFFERY, KATHY J.	736.90		
9620-PCA	08/13/02	08/15/02	JOHNSON, JOHNNY J	759.10		
9621-PCA	08/13/02	08/15/02	MARTIN, JOSHUA P.	766.70		
9622-PCA	08/13/02	08/15/02	MASON, JERRE KAY	724.29		
9623-PCA	08/13/02	08/15/02	MCCAULEY, JILL A.	752.54		
9624-PCA	08/13/02	08/15/02	MONTGOMERY, HERMAN C JR	742.85		
9625-PCA	08/13/02	08/15/02	MONTS, DEBRA J	704.31		
9626-PCA	08/13/02	08/15/02	NIELL, SHERRY L.	816.78	N	
9627-PCA	08/13/02	08/15/02	NOLLEY, KENNETH R JR	744.29		
9628-PCA	08/13/02	08/15/02	POTTER, LYLE M. JR.	835.20		
9629-PCA	08/13/02	08/15/02	PYLE, RUTHIE L.	780.74		
9630-PCA	08/13/02	08/15/02	ROBINSON, DONNA G.	963.99	N	
9631-PCA	08/13/02	08/15/02	SHANNON, STEPHANIE	720.54		
9632-PCA	08/13/02	08/15/02	TAYLOR, ANTHONY M	789.32		
9633-PCA	08/13/02	08/15/02	TEFFTELLER, ALLEN K.	800.17		
9634-PCA	08/13/02	08/15/02	WADE, ALAN M.	815.71		
9635-PCA	08/13/02	08/15/02	WALKER, DIANE	699.82	N	
9636-PCA	08/13/02	08/15/02	WARREN, DENNIS C	733.92		
9637-PCA	08/13/02	08/15/02	YOUNGBLOOD, JOHN MICHAEL	744.29		
9638-PCA	08/13/02	08/15/02	BERRY, DEBORAH DENISE	605.44	N	
9639-PCA	08/13/02	08/15/02	BRIAN, KRISTIE D.	886.26		
9640-PCA	08/13/02	08/15/02	BROWN, CHRISTOPHER E.	1,680.67		
9641-PCA	08/13/02	08/15/02	BURROUS, JAMES MICHAEL	978.19		
9642-PCA	08/13/02	08/15/02	GRANT, GLENDA ANN	739.58		
9643-PCA	08/13/02	08/15/02	HANCOCK, KATHRYN B.	914.97		
9644-PCA	08/13/02	08/15/02	HODGES, RANDAL R.	803.87		
9645-PCA	08/13/02	08/15/02	HUDGINS, ROYCE L. III	1,034.78	N	
9646-PCA	08/13/02	08/15/02	KELLER, LINDA H.	994.67		
9647-PCA	08/13/02	08/15/02	MANNING, JAMES ROGER	495.35		
9648-PCA	08/13/02	08/15/02	MCJIMSEY, BRUCE F	964.14		
9649-PCA	08/13/02	08/15/02	OTT, KIMBERLY R.	519.67		

m. to be 1/20

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	DD	STATUS
9650-PCA	08/13/02	08/15/02	RAY, JIMMY DARRELL	1,390.86		
9651-PCA	08/13/02	08/15/02	SMITH, TRACY B.	842.81		
9652-PCA	08/13/02	08/15/02	SPIVEY, JOHN K	643.22		
9653-PCA	08/13/02	08/15/02	HARREN, SHERRY L.	624.86		
9654-PCA	08/13/02	08/15/02	ALLEN, RALPH WAYNE	807.24		
9655-PCA	08/13/02	08/15/02	DANIELS, BRIAN M	895.50		
9656-PCA	08/13/02	08/15/02	EDWARDS, SANDRA D	772.21	N	
9657-PCA	08/13/02	08/15/02	HERNDON, LORIE A.	696.17		
9658-PCA	08/13/02	08/15/02	SMITH, MELINDA L.	718.11	N	
9659-PCA	08/13/02	08/15/02	WYLIE, MILTON J	1,308.55	N	
9660-PCA	08/13/02	08/15/02	SMITH, NADRA CITA	640.69	N	
9661-PCA	08/13/02	08/15/02	BECK, EARNEST EARL	458.76	N	
9662-PCA	08/13/02	08/15/02	DERAMUS, HEWITT	624.49		
9663-PCA	08/13/02	08/15/02	FATHERREE, MERKEL FREDERICK	783.27	N	
9664-PCA	08/13/02	08/15/02	HUNTER, THOMAS H	310.42		
9665-PCA	08/13/02	08/15/02	JONES, ELLIS	506.31		
9666-PCA	08/13/02	08/15/02	MITCHELL, GARY	640.29		
9667-PCA	08/13/02	08/15/02	ORMS, JOE W	138.79		
9668-PCA	08/13/02	08/15/02	PIERCE, JAMES W	692.25		
9669-PCA	08/13/02	08/15/02	SMITH, EDDIE J.	708.78	N	
9670-PCA	08/13/02	08/15/02	STOKER, JAMES LOUIS	910.71	N	
9671-PCA	08/13/02	08/15/02	WHITESIDE, RUTH TYSON	452.14	N	
9672-PCA	08/13/02	08/15/02	BARNES, MICHAEL H	653.10		
9673-PCA	08/13/02	08/15/02	CROCKETT, HARRY JAMES	550.00	N	
9674-PCA	08/13/02	08/15/02	JEFFERY, DONALD RAY	661.09	N	
9675-PCA	08/13/02	08/15/02	JOHNSON, IVORY GENE	866.05	N	
9676-PCA	08/13/02	08/15/02	MCCAULEY, JAMES L.	614.98	N	
9677-PCA	08/13/02	08/15/02	NELSON, WILLIAM B	673.95		
9678-PCA	08/13/02	08/15/02	PENDARVIS, ABBOTT LYNN	860.02	N	
9679-PCA	08/13/02	08/15/02	STANLEY, TOMMY LEE	1,179.79	N	
9680-PCA	08/13/02	08/15/02	YOUNG, JOEY A	469.01	N	
9681-PCA	08/13/02	08/15/02	BYERS, MICHAEL K	707.74		
9682-PCA	08/13/02	08/15/02	GLENN, BILLY E	627.19	N	
9683-PCA	08/13/02	08/15/02	GLENN, GEORGE R.	613.10	N	
9684-PCA	08/13/02	08/15/02	GLENN, VERNITA ANN	651.45		
9685-PCA	08/13/02	08/15/02	HOOKS, TERRY R	637.19		
9686-PCA	08/13/02	08/15/02	HOYE, EARNEST T	646.47		
9687-PCA	08/13/02	08/15/02	JACKSON, RICK D	1,178.73		
9688-PCA	08/13/02	08/15/02	MARSH, DAVID D	618.03		
9689-PCA	08/13/02	08/15/02	THOMPSON, DANNY R	694.60		
9690-PCA	08/13/02	08/15/02	VALENTINE, MERLE WAYNE	654.29		
9691-PCA	08/13/02	08/15/02	ALBRIGHT, ANTHONY DONOVAN	171.77		
9692-PCA	08/13/02	08/15/02	ALBRIGHT, GAYLE DAVID	542.08		
9693-PCA	08/13/02	08/15/02	BLACKSTONE, WILLY PAT	771.46		
9694-PCA	08/13/02	08/15/02	BOLIN, SANFORD E	831.68		
9695-PCA	08/13/02	08/15/02	BRENSTER, MICKEY C	1,031.01		
9696-PCA	08/13/02	08/15/02	DAVIS, GARY W.	728.68		

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9697-PCA	08/13/02	08/15/02	FORT, TROY L.	676.17		
9698-PCA	08/13/02	08/15/02	GREEN, RUSSELL M.	1,184.36		
9699-PCA	08/13/02	08/15/02	KIZER, DAVID D.	904.23		
9700-PCA	08/13/02	08/15/02	MARTIN, LISA A.	337.05		
9701-PCA	08/13/02	08/15/02	RITTER, DON L.	179.66		
9702-PCA	08/13/02	08/15/02	STEWART, HEATH DILLION	412.51		
9703-PCA	08/13/02	08/15/02	WALTON, LLOYD H.	672.89	N	
9704-PCA	08/13/02	08/15/02	WRIGHT, JERRY D	582.20		
9705-PCA	08/13/02	08/15/02	JOHNSON, GERALD DON	893.64	N	
9706-PCA	08/13/02	08/15/02	CORN, SKY R	172.20		
9707-PCA	08/13/02	08/15/02	DAVIDSON, TIMA J.	431.43		
9708-PCA	08/13/02	08/15/02	GILES, PEGGY J.	529.99		
9709-PCA	08/13/02	08/15/02	MORRISON, JOYCE FRANCES	957.78	N	
9710-PCA	08/13/02	08/15/02	SEMRAU, RUTH E	578.28		
9711-PCA	08/13/02	08/15/02	SMITH, EMMA JEAN	632.18	N	
9712-PCA	08/13/02	08/15/02	WILLIAMS, JANET C.	711.92	N	
9713-PCA	08/13/02	08/15/02	WILLIAMS, MATTHEW J.	170.09		
9714-PCA	08/13/02	08/15/02	ACKER, BRUCE E.	285.55		
9715-PCA	08/13/02	08/15/02	CAMPBELL, MARY ROBE	646.82	N	
9716-PCA	08/13/02	08/15/02	TUCKER, KAREN S.	299.90		
				149,257.25		
				149,257.25		

208 records listed.

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CHECK #	CHECK DATE	VENDOR NAME	AMOUNT.....
116456-APC	08/15/02	UPSHUR COUNTY INSURANCE ACCOUNT	4,431.72
116457-APC	08/15/02	NATIONWIDE RETIREMENT	371.76
116458-APC	08/15/02	FIRST NATIONAL BANK GILMER	31,384.12
116459-APC	08/15/02	FIRST NATIONAL BANK GILMER	16,904.47
116460-APC	08/15/02	HEALTHFIRST TPA	939.91
116461-APC	08/15/02	UPSHUR COUNTY IRC/125	296.87
116462-APC	08/15/02	UPSHUR COUNTY IRC/125	135.95
116463-APC	08/15/02	UPSHUR COUNTY IRC/125	182.14
116464-APC	08/15/02	UPSHUR COUNTY IRC/125	290.92
116465-APC	08/15/02	UPSHUR COUNTY IRC/125	316.58
116466-APC	08/15/02	UPSHUR COUNTY IRC/125	4,999.90
116467-APC	08/15/02	ATTORNEY GENERAL OF TEXAS	247.50
116468-APC	08/15/02	AUSTIN BANK-GILMER	700.00
116469-APC	08/15/02	EAST TEXAS PROFESSIONAL	2,719.03
116470-APC	08/15/02	FIRST NATIONAL BANK	1,980.00
116471-APC	08/15/02	GILMER NATIONAL BANK	237.50
116472-APC	08/15/02	GILMER SAVINGS BANK	10.00
116473-APC	08/15/02	UPSHUR COUNTY INSURANCE ACCOUNT	714.23
116474-APC	08/15/02	RHONDA REED #0009546732	135.00
116475-APC	08/15/02	KARMEN STEELMAN	330.13
116476-APC	08/15/02	CHERYL ALBRIGHT	162.50
116477-APC	08/15/02	ENID DAUSTER	309.94
116478-APC	08/15/02	DONNA GOODE	88.00
116479-APC	08/15/02	BECKY GARRETT	97.50
116480-APC	08/15/02	SHARON KEMP #0539655371	105.00
116481-APC	08/15/02	MICHAEL GROSS	100.00
116482-APC	08/15/02	VALIC	257.50
Total for All Payments -			68,448.17

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:54
UPSHUR COUNTY, TX
REPUTY

Charles Still
COUNTY JUDGE CHARLES STILL
Joe Orms
COMMISSIONER PCT#1 JOE ORMS
Tummy Stanley
COMMISSIONER PCT#2 TUMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3 RICK JACKSON
Russell Green
COMMISSIONER PCT#4 RUSSELL GREEN

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TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer

July 1 through July 31, 2002

	Beginning Balance	Revenues	Disbursements	Transfer In	Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 6,401,347 23	\$ 549,105 70	\$ 645,984 30		\$ 419,843 41	\$ 5,884,625 22	\$ 1,525,000 00	\$ 850,000 00	\$ 278,912 48	\$ 5,605,712 74	\$ 5,884,625 22
Insurance Acct	\$ 1,775.68	\$ 32,008 97	\$ 107,869 97	\$ 76,450 00		\$ 2,364.68			\$ 2,364.68		\$ 2,364.68
IRC125 Acct	\$ 1,001.18	\$ 12,185 96	\$ 12,185 96			\$ 1,001 18	\$ -	\$ -	\$ 1,001 18	\$ -	\$ 1,001.18
Ins. Clearing	(\$1,035 25)	\$ 77,034 51	\$ 119,331 26	\$ 43,332 00		\$ 0 00	\$ -	\$ -	\$ 0 00	\$ -	\$ 0 00
Payroll Clearing	\$ 0 00	\$ -	\$ 300,061 41	\$ 300,061 41		\$ 0 00			\$ 0 00		\$ 0 00
Disaster Grant	(\$6 00)	\$ 32,839 91	\$ 32,833 91			\$ 0 00			\$ 0 00		\$ 0 00
Totals	\$6,403,082 84	\$ 703,175 05	\$ 1,218,266 81	\$ 419,843 41	\$ 419,843 41	\$ 5,887,991 28	\$ 1,525,000 00	\$ 850,000 00	\$ 282,278 34	\$ 5,605,712 74	\$ 5,887,991 28

INDEBTEDNESS

1997 Certificate of Obligations	\$ 3,255,000 00
Bank Property (Reissued @4 5147%) GNB	\$ 89,939 22
Road & Bndge #2/1999 Motor Grader	\$ 31,319 02
Road & Bndge #3/Motor Grader	\$ 51,445 63
Road & Bridge #1/Reclaimer (Shared debt w/Pct#3)	\$ 130,257 50
Road & Bridge #3/Reclaimer (Shared debt w/Pct#1)	\$ 130,257 50
TOTAL INDEBTEDNESS	\$ 3,688,218 87

(Investment Register on Back)

Submitted under the provision of the Local Government Code Section 114 028

The above information is found to be true and correct

Charles L. Still

County Judge, Charles L. Still

Joey Orms

Commissioner, Pct. #1, Joey Orms

Tommy Stanley

Commissioner, Pct. #2, Tommy Stanley

Rick Jackson

Commissioner, Pct. #3, Rick Jackson

Russell Green

Commissioner, Pct. #4, Russell Green

Myra Harris

Myra Harris, County Treasurer

FILED
 REX A. SHAW
 COUNTY CLERK
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 COUNTY, TX.
 BY _____
 DEPUTY

VOL 62 PG 430

UPSHUR COUNTY INVESTMENT ACTIVITY FOR JULY, 2002

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
34496	Operating	\$300,000 00	11-Jan-02	4.25	16-Jul-02	186	\$1,222 60
34649	Operating	\$500,000 00	18-Jan-02	4 25	31-Jul-02	194	\$2,503 43
34652	Operating	\$400,000 00	25-Jan-02	4 25	15-Aug-02	202	\$1,397.26
34663	Operating	\$500,000 00	30-Jan-02	4 25	16-Sep-02	229	\$1,746 58
34667	Operating	\$250,000 00	30-Jan-02	4 25	30-Sep-02	243	\$873 29
34669	Operating	\$400,000 00	31-Jan-02	4 15	1-Jul-02	151	\$1,364 38
34678	Operating	\$300,000 00	5-Feb-02	4 25	30-Aug-02	206	\$1,047.95
34734	Operating	\$400,000 00	3-Mar-02	4 25	15-Oct-02	221	\$1,397.26
34739	Operating	\$325,000 00	15-Mar-02	4 15	15-Jul-02	122	\$1,108 56
34754	Operating	\$400,000 00	5-Apr-02	4 25	31-Oct-02	209	\$1,397 26
34756	Available School	\$27,430 40	8-Apr-02	4 25	15-Oct-02	190	\$95 82
34757	Permanent School	\$1,133,931 53	8-Apr-02	4 50	8-Apr-03	365	\$4,193 99
34820	Available School	\$181,456 02	28-May-02	4 15	21-Oct-02	146	\$618 94
34813	Operating	\$200,000 00	16-May-02	4 15	30-Sep-02	137	\$682.19
34823	Tobacco	\$708,994 78	3-Jun-02	4 15	7-Oct-02	126	\$2,418 35
34830	Operating	\$250,000 00	10-Jun-02	4 00	30-Aug-02	81	\$821 92
34872	Operating	\$450,000 00	2-Jul-02	4 15	15-Nov-02	136	\$0.00
34935	Operating	\$400,000 00	16-Jul-02	4 15	26-Nov-02	133	\$0.00
TOTALS		\$7,126,812 73					\$22,889 78

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 UPSHUR COUNTY, TX.
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VOL 102 PG 431
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 REX A. SHAW
 COUNTY CLERK



VOL 62 PG 432

**EXHIBIT A - Present Plan and Sample Plans for Year 2003
Upshur County — TCDRS Employer # 329**

		Present Plan ⁽¹⁾	Plan 1	Plan 2	Plan 3	Plan 4
BASIC PLAN	Plan Type	Variable Rate	Variable Rate	Variable Rate		
	Employee Deposit Rate	7%	7%	7%		
	Matching Rate	200% (\$2.00/\$1)	225% (\$2.25/\$1)	175% (\$1.75/\$1)		
	Prior Service Credit	160%	160%	160%		
	Vesting Provision	8 Yrs	8 Yrs	8 Yrs		
	Rule of Provision	Rule of 75	Rule of 75	Rule of 75		
RATES	Normal Cost Rate	6.98%	7.78%	6.17%		
	UAAL Rate	2.49%	3.09%	2.33%		
	Total Rate ⁽²⁾	9.47%	10.87%	8.50%		
ASSETS & LIABILITIES	Actuarial Assets	\$ 9,521,309	\$ 9,521,309	\$ 9,521,309		
	Actuarial Liabilities	\$ 11,125,420	\$ 11,440,830	\$ 11,029,107		
	Funding Ratio	86%	83%	86%		
	UAAL (Unfunded Amount)	\$ 1,604,111	\$ 1,919,521	\$ 1,507,798		
	Years to Finance	20.0 Years	20.0 Years	20.0 Years		
OPTIONAL BENEFITS	8-year Vesting ⁽²⁾	adopted	adopted	adopted		
	Rule of 75 ⁽²⁾	adopted	adopted	adopted		
	20-year Retirement ⁽²⁾	10%	10%	09%		
	Partial Lump-Sum ⁽²⁾	23%	26%	20%		

Optional Benefit Increases for Current Retirees and Beneficiaries			
CPI-Based Benefit Increase		Flat-Rate Benefit Increase ⁽³⁾	
Increase Basis ⁽⁴⁾	Additional Rate	Increase Basis	Additional Rate
30% of CPI	18%	1%	07%
40% of CPI	27%	2%	13%
50% of CPI	37%	3%	20%
60% of CPI	47%	4%	26%
70% of CPI	57%	5%	33%
80% of CPI	67%	6%	39%

Notes

- (1) For comparison, the calculated employer contribution rate for 2002 under the Present Plan is 9.72%
- (2) Calculated employer contribution rates must be increased by the additional contribution rate applicable to any of the optional benefits (8-year vesting, rule of 75, 20-year retirement eligibility, partial lump-sum option, benefit increases for annuitants) being adopted for 2003. Benefits that produce total calculated employer contribution rate greater than 11% cannot be adopted unless the employer waves the statutory maximum rate.
- (3) The Flat Rate Benefit Increase may be any whole number increase, including increases above the 6% shown on this Exhibit A. Contact TCDRS for additional rates.
- (4) The actual increase under the CPI-Based Benefit Increase may be less if previous increases have been awarded.
- (5) The most recent adoption of the CPI-Based Benefit Increase was 60% in 1994, the Flat Rate Benefit Increase has never been adopted.

If you would like rate information on benefit plans not shown on this statement, please contact TCDRS at 800-823-7782 and ask for Plan Administration.

May 06, 2002 2:44 PM

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 REYA SHAW
 COUNTY CLERK
 COUNTY OF UPCHUR TEXAS
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THE HUMANE SOCIETY OF GREGG COUNTY, INC.
303 ENTERPRISE STREET
LONGVIEW, TEXAS 75604
903-297-2170

VOL 62 PG 433

Budget

The Honorable Charles Still
P.O. Box 790
Gilmer, Texas 75644

July 30, 2002

Your Honor:

I am a member of the Finance Committee for The Humane Society of Gregg County. Our animal shelter in Longview receives approximately 13,000 animals each year, of which approximately 10% are from Upshur County. Although we have a contract with the City of Gilmer for the animals coming directly from Gilmer, we do not have a contract with Upshur County for the animals we receive from the rest of the county. We would like to discuss with you the possibility of creating a contract with Upshur County to cover our costs in handling these animals, and thought that this would be a good time of the year as budget planning is in progress for 2003.

We would like to request that we be placed on the agenda for your August 15 (or next available) Upshur County Commissioners Court. Three members of our Board of Directors would be in attendance: Donny McCoy, John Spidler, and Barbara Fairbanks. We look forward to the opportunity to work with you on this important issue. We want to continue providing the best service possible to all of the animals and communities that we serve.

Donny McCoy

Donny McCoy
3 Montclair Circle
Longview, Texas 75601
903-753-4876 (home)
903-235-1482 (cell)
donny@cablelynx.com

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COUNTY, TX.
REPUTY

A NON-PROFIT ORGANIZATION. DONATIONS ARE TAX DEDUCTIBLE.

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

August 11, 2002

Your Honor:

I am a member of the Finance Committee for The Humane Society of Gregg County. We are on the agenda for the August 15, 2002 County Commissioners Meeting. Our purpose for addressing the Commissioners is to discuss the current financial relationship between the Humane Society of Gregg County and Upshur County.

The Humane Society of Gregg County is a 501(C) (3) non-profit corporation. We have a proposed budget of \$257,612.83 for the fiscal year 2002-2003. Funding for this budget comes from multiple sources. One of these sources is our contractual agreements with surrounding towns and counties for our services. At the present time we contract with Longview, Easton, Gilmer, Gladewater, Glenwood Acres, Gregg County, Jefferson, Kilgore, Lakeport, Ore City, Rusk County, Tatum, Warren City, and White Oak. These contracts account for 44.9% of our total budget. Other areas of income include adoption fees, donations, grants, and our yearly fundraising campaign.

The Humane Society of Gregg County received 12,650 animals during 2001-2002. If we use our total budget to determine our cost per animal, the cost per animal would be \$20.36 per animal. During 2001-2002 we received 1244 animals from Upshur County. One of our goals is to provide our services to our contracting entities at the lowest possible cost. We are asking Upshur County for Thirteen Thousand Seven Hundred Sixty Four Dollars (\$13,764.00) for the 2002-2003 year. This is a cost of \$11.06 per animal. This price is consistent with what we charge our other contracting entities.

Over the past years our income at the Humane Society of Gregg County has not kept pace with our cost of operation. The first area where we are under capitalized is in employee salaries. Our employees are among the lowest paid in East Texas and in our service sector. We have conducted our own survey of shelters around the State. We have found that most shelters provide a starting salary of \$8.00 per hour. Our starting salary is minimum wage or \$5.15 per hour. Our 2002-2003 budget would allow for a starting salary of \$6.00 per hour. It would also provide for a salary increase to those employees of the Humane Society that have more than one year of service. At the present time our highest paid hourly employee makes \$6.25 per hour and this is after three years of service. Another area we are budgeting an increase is for a new pickup. Our maintenance cost for our present truck is starting to increase and we are hoping to upgrade this year. The remaining budget items are being maintained at the 2001-2002 levels.

We think we have a very conservative budget for the work that we do. In comparison to other shelters that provide the same service for approximately the same number of animals, our budget is only a fraction of their budgets. For example the City of Arlington takes in around 12,000 animals per year. They have a staff of 21 people and a budget of \$1 million dollars. Tyler has a

AGREEMENT FOR PRIVATE ANIMAL SHELTER SERVICES

STATE OF TEXAS §

COUNTY OF UPSHUR §

THIS AGREEMENT, made and entered into by and between UPSHUR COUNTY, TEXAS, hereinafter called "County", and THE HUMANE SOCIETY OF GREGG COUNTY, INC., a nonprofit corporation, having its principal place of business in Gregg County, Texas, hereinafter called "Society".

WITNESSETH:

WHEREAS, Society operates an animal shelter for the purpose of providing care for lost, stray, unwanted, sick, and injured animals; and

WHEREAS, County desires to contract with Society for the care of such animals as are impounded by the county,

NOW, THEREFORE, the parties hereto agree to the utilization of the animal shelter owned and operated by the Society, as the place of impoundment for all animals seized in Upshur County, Texas, in accordance with the laws of the State of Texas and Upshur County, concerning the vaccination and detention of dogs and other animals under the following conditions:

1. County agrees that it is fully responsible under provisions of the said animal laws for carrying out all enforcement provisions and that Society not be required to apprehend and seize any animals within the confines of the County. To the extent permitted by State law, if any, the County agrees to and does indemnify and hold Society harmless from and against any and all losses, expenses, demands and claims arising from any negligent or wrongful act by the County, its officials, representatives and/or employees.

2. County agrees that all animals apprehended and seized within the confines of the County of Upshur by its duly appointed agents shall immediately be delivered to the above described animal shelter, there to be impounded under the exclusive control and custody of Society for periods of time as required by State and County Law, except as hereinafter stipulated. It is further agreed that County will deliver lost, stray, unwanted, sick, and injured animals to the animal shelter without charge.
3. County agrees to compensate Society in the amount of Thirteen Thousand Seven Hundred Sixty Four Dollars (\$13,764.00) dollars. Said sum shall be paid in twelve (12) equal payments of One Thousand One Hundred Forty Seven Dollars (\$1,147.00) over the twelve (12)-month period of the contract. Society agrees to furnish the following reports:
 - (a) annual financial report; and
 - (b) monthly operating report (shelter statistics) showing animals received, returned to owner, adopted, and euthanized.Society shall annually provide County with a copy of its proposed budget prior to final approval.
4. County agrees that so far as it is concerned, and to the extent that it has power so to provide, every animal not claimed and redeemed by the owner before the expiration of seventy-two (72) hours for small animals and fourteen (14) days for large animals from the time of impounding shall become the sole and exclusive property of Society, so that neither County nor any agency or agent of the County, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any animal not claimed and redeemed as provided, and County agrees that so far as it is concerned, Society shall have the undisputed right to humanely dispose of every animal given into its custody in accordance with its principles as follows:
 - (a) To return to its former owner, where possible;
 - (b) To place in the home of a new owner (adopt); or
 - (c) To humanely destroy such animals as are not claimed by owners and which are not adopted.
5. County agrees to supply Society with such forms and other records as County shall require Society to keep. Society shall keep on hand and shall supply such forms as necessary for record keeping and may require the animal wardens to fill out such forms as necessary to describe an animal, date, and time arrived at the shelter.
6. Society agrees to accept each and every animal delivered to its animal shelter located at Longview, Gregg County, Texas, by the agents of County and to provide each and every such animal with shelter, food, water, and all other humane treatment of the same degree

and kind that Society provides for all other animals coming into its custody and control. The Society will not be held responsible for any animal health problems that may result from a period of impoundment or quarantine at the animal shelter, provided such problems are not due to negligence of the Society, its members, agents, or employees. The Society further agrees that it will accept into exclusive custody and control any animal delivered to its animal shelter for rabies observation by an Upshur County officer, regardless of the time or date of delivery. County further agrees that the Society or any of its members or employees shall not be held liable for the loss of any animal, or part thereof, submitted to the Texas Department of Health by an agent of the County or employee of the Society for the purpose of establishing the presence of a communicable disease, such as rabies, provided such loss is not due to the negligence of Society, its members, agents or employees. Society shall provide reasonable access to its facilities, during those hours when the shelter is normally open to the public, to the County representatives for the purpose of the County's preparation of animal specimens for shipment to the Texas Department of Health.

7. Society agrees that it will keep its animal shelter open to the public not less than six (6) hours per day on weekdays and Saturdays except for accepted holidays. Society shall provide the County a list of shelter employees and telephone numbers from which the County may contact a shelter employee for acceptance of animals for rabies observation into the shelter during those hours when the shelter is not normally open to the public.
8. Society agrees that it will collect the following fees from every owner seeking to redeem an impounded animal:
 - (a) Society shall charge an owner's pickup fee of fifteen dollars (\$15.00) for each animal plus the cost of board at the rate of five dollars (\$5.00) per day of impoundment, including the first day, plus any medical expenses; and
 - (b) Society shall charge an owner's pickup fee of forty dollars (\$40.00) per animal for horses, cattle, and such large domestic animals, plus the cost of board at the rate of five dollars (\$5.00) per day commencing on the first day of pickup, plus medical expenses. Society agrees that the redemption period of livestock will be fourteen (14) days from the time of impoundment. Acceptance by the Society of large domestic animals for impoundment will be at the option of the Shelter Director based on facilities being available to humanely care for the animals.
9. Society shall require proof of rabies vaccination within the preceding twelve (12) months for each dog or cat that has not been vaccinated or if proof cannot be provided, Society shall require the owner to pay a seven-dollar (\$7.00) vaccination fee before the dog or cat shall be released. Upon payment of the fee, the owner shall be issued a redeemable certificate which will be applied toward rabies vaccination at any veterinarian clinic within the County which participates in the above described vaccination program.
10. It is mutually agreed to by the parties to this contract that boarding, fees, donations, contributions, or any other thing of value, given to the Society and/or its agents as a result

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of any service performed in carrying out the provisions of this contract, shall be exclusive property of Society, and that County shall have no claim or interest therein.

- 11. It is mutually agreed to by the parties to this contract that Society shall have the right to humanely destroy any animal impounded that is found to be physically suffering, injured, or have a communicable disease prior to the seventy-two (72) hour redemption period, provided County and Society representatives present mutually agree to same.
- 12. It is mutually agreed to by the parties to this contract that Society shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.
- 13. Society agrees that its officers, agent, and employees shall conduct all operations and services hereunder pursuant to and in accordance with all applicable city, county, state and federal statutes, ordinances, rules and regulations and, that in the performance of all services and obligations undertaken by this agreement, the Society is an independent contractor. Society agrees to and does indemnify and hold the County harmless from and against any and all losses, expenses, demands and claims made against County arising in any manner from the operation of the animal shelter by the Society, its officers, representatives and/or employees.
- 14. No members of the Board or any employee of Society shall have direct or indirect financial interest in this contract.
- 15. It is mutually agreed that neither party to this contract shall be bound by any conditions not expressly stated in this agreement.
- 16. It is mutually agreed to by parties to this contract that all of its terms shall be in full force and defect commencing on the 1st day of October 2002.
- 17. It is mutually agreed by the parties hereto that this contract shall terminate on the 30th day of September 2003.

IN WITNESS WHEREOF, the said County and the said Society have hereunto caused their respective corporate names and seal to be hereunto subscribed and affixed by their respective officers first thereunto duly authorized in duplicate original copies as of the ____ day of _____, 2002.

COUNTY OF UPSHUR, TEXAS

HUMANE SOCIETY OF GREGG COUNTY, INC.

By: _____, County Judge

By: _____ Lee B. Pigeon, Sr., President

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budget of \$90,000 per year but they only handle 4200 animals per year plus the City of Tyler has a \$275,000 budget for animal control.

We have provided our services in the past at no cost to Upshur County, however due to the financial status of the Humane Society of Gregg County we now have to come and ask for your assistance. I have attached a copy of a proposed contract with this document for your review. This contract closely follows that of Gregg County We hope you receive our request favorably. There will be several members of our Board of Directors available to answer questions at your Commissioner's Meeting.

Very truly yours,



Donny McCoy
3 Montclair Circle
Longview, Texas 75601
903-753-4876 (home)
903-235-1482 (cell)
donny@cablelynx.com

VOL 60 440



TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

EXECUTIVE DIRECTOR
Thomas Chapmond

BOARD MEMBERS

- Richard S. Hoffman
Chair, Brownsville
- John R. Castle, Jr
Dallas
- Anne C. Crews
Dallas
- Naom W. Ledé
Huntsville
- Catherine Clark Mosbacher
Houston
- Omyy Salinas Strauch
San Antonio

August 5, 2002

Honorable Charles Still
Upshur County Judge
PO Box 730
Gilmer, TX 75644

RE: Contract # 2003043313

Dear Judge Still

The referenced contract is necessary to continue the relationship between TPRS and the Upshur County Child Welfare Board. It will replace current contract number 4980019 and will be effective September 1, 2002.

Enclosed you will find three (3) sets of the referenced contract each of which has been executed by Joyce James on behalf of our agency. Please ask the Commissioner's Court to consider approval at the earliest possible meeting. If scheduling permits, I will be glad to attend the meeting when this item is considered if you think such attendance will be beneficial.

Upon approval, please sign all three (3) sets; retain one (1) set for your file and return two (2) to my attention at

TPRS
3303 Mineola Highway
Tyler, TX 75702

Also, I have enclosed two (2) certifications for your execution. The first is a certification regarding debarment, suspension, ineligibility and voluntary exclusion for covered contracts. The second is a certification regarding federal lobbying. Please return these with the contracts.

Finally, I will need a copy of either the resolution covering this item for consideration or a copy of the minutes of the meeting.

Thank you for your continuing support of child protective services initiatives. Please do not hesitate to call on me if I may be of assistance or if you have any questions.

Sincerely,

Scott Jared
Contract Manager

CC Jimmy Coulter, 1201 W Tyler, Gilmer, TX 75644

Enclosures Contracts (3)
Forms (2)

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R. A. SHAW
ERK
02 AUG 15 PM 3:54
UPSHUR COUNTY, TX.
BY DEPUTY

State of Texas
Title IV-E Child Welfare Services Contract

VOL 62 PG 441

Contract # 2003043313

- I. **Parties.** The Texas Department of Protective and Regulatory Services (PRS), hereinafter referred to as the Department, and the Commissioners' Court of Upshur County (a subdivision of the State of Texas), hereinafter referred to as the County or Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The parties agree to establish and/or maintain a child welfare board to administer a county wide, jointly financed, state administered and regionally operated child welfare program to meet the needs of children in the county in need of protective services. The Department and the Contractor make this contract for the following mutual considerations
- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40 Pursuant to §§ 40 0566 and 40 058, this contract is not subject to Chapter 771 or 791 of the Government Code
- III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas
- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement
- V. **Financial Limitations and Considerations.**
 - A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract, and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department
 - B. **Amount of Payment.** The Department agrees to pay the Contractor from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based
 - C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

Title IV-E Child Welfare Services Contract

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D. The Contractor understands and agrees that:

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department

E. Physical Property. The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities

F. Equipment. The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request

G. Regulation Compliance. The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732 240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence. 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732 240-256

H Lobbying Limitations. The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures

I. Matching Requirements. The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department

J. Taxes. The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements

Title IV-E Child Welfare Services Contract

- K. Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.
- L. Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.
- M. Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract, extensions are considered to be separate contract periods.
- N. Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives, and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services, and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- O. Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.

VI. Reporting Requirements.

- A.** The Contractor shall submit services delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis, and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.
- B.** In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:

The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

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Title IV-E Child Welfare Services Contract

- VII. **Additional Responsibilities of Contractor and Subcontractor.** The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:
- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation, but only to the extent permitted or required by law.
 - B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
 - C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
 - D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors
 - E. Remove any employee or volunteer from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code, or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact, however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients
 - F. Comply with all applicable federal and state regulations and with PRS policies and procedures regarding services delivered under this contract included by not limited to the following
 - 1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended
 - 2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
 - 3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV)

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Title IV-E Child Welfare Services Contract

4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract
 5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information
 6. Promptly report any suspected case of abuse, neglect, or exploitation to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect
 7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department
 8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers (including child welfare board members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with clients
 9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Protective and Regulatory Services
 10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U S C 7401 et seq) and the Federal Water Pollution Control Act as amended (33 U S C 1251 et seq)
 11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)
- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable
- H. Contractor has full responsibility to anticipate and mitigate any four digit year related events that could adversely affect the timely performance of this Contract or the date-related operations of any goods and/or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and/or date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four digit year elements. Contractor further agrees that four digit year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform the obligations under this Contract as a result of Year 2000 events.

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Title IV-E Child Welfare Services Contract

VIII. **Service Provisions.** The Contractor agrees to provide services as specified below unless amended by both parties:

A. **Statement of Need.**

Title IV-E of the Social Security Act provides financial assistance to States for foster care maintenance payments, administrative and training expenses related to foster care and adoption. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. **County and Child Welfare Board.**

The County agrees.

1. To establish and/or maintain a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264.005.
2. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms, 1/3 of the members to a two-year term, and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners' Court. Members serve without compensation.
3. To remove or suspend from the Child Welfare Board any member who would not be allowed to have direct client contact under Section VII E of this contract if the member were an employee or volunteer for the Child Welfare Board.
4. To continue to provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
5. To provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
6. To maintain its total net child welfare expenditures for any future fiscal year at the level of the County's child welfare program appropriation or the County's actual expenditures, less any appropriation or expenditure of Level of Care payments to foster homes, for the child welfare program for the fiscal year preceding the signing of the contract, whichever amount is less.
7. To participate in the Department's financial and statistical reporting systems.
8. That none of the moneys used to provide match for federal funds under this contract shall be federal funds, either directly or indirectly, and further expressly agrees that such moneys have not been used to secure federal matching funds previously.
9. To certify additional allowable Title IV-E foster care maintenance expenditures as specified in Attachment A in accordance with Department regulations and instructions. Certified claims must be submitted quarterly based on the Department's fiscal year. The County will be responsible for any audit exceptions for unallowable costs included in their certified claim.
10. That the financial depository for the Board shall be the County. All moneys received by the Board from whatever source shall be deposited in this County depository, and the regular procedures followed in the collection, disbursement, and accounting for such county funds will be followed and adhered to by the County and the Board.

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Title IV-E Child Welfare Services Contract

C. Child Welfare Board.

The Board required under Article I of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:

1. Assist the Department in identifying and meeting the needs of the children in the County who are covered under this contract
2. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
3. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this contract
4. Develop an estimated annual budget for the operations of child welfare services. It will be the duty of the Board to recommend an estimated budget to Commissioners' Court and appear in support of same at budget hearings
5. Authorize the expenditure of county funds and other special funds on behalf of the children in the County covered under this contract
6. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month
7. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable State laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws shall be approved by written order of the Commissioners' Court.

D. Goals.

Specific goals under the following categories have been agreed by the parties

Foster care maintenance payments

The Contractor, through the activities of its Child Welfare Board, desires to make adequate funds available to provide foster care maintenance payments in accord with Title IV-E allowable expenses.

Short term training expenses

The Contractor desires to increase the knowledge and expertise of county officials, CWB members, and CPS staff through Title IV-E related training opportunities in accord with the Title IV-E allowable expenses.

Administration and other expenses

The Contractor desires to offset various administrative and support costs incurred with the effective provision of these services.

E. Service Provisions.

Specific service provisions by the County under the following categories have been agreed to by the parties

Foster care maintenance payments

The Contractor shall assist the Department in the provision of foster care maintenance by making payments for for direct foster care expenses as outlined in the accompanying CAP.

Title IV-E Child Welfare Services Contract

Short term training expenses

Contractor shall assist the Department in the identification and provision of allowable training opportunities as outlined in the accompanying CAP.

Administration and other expenses

Contractor shall assist the Department with the successful administration of this program by making payment for various administrative and support costs that are incurred. The accompanying CAP describes the type of administrative and support expenses that are allowable under Title IV-E.

F. Contract Outcomes and Outputs.

The services provided by the County will be measured as follows: [Instructions -- Specific outcomes and outputs must be reported by the contractor and should be reported under the following categories to correspond to those listed in C above. Outcomes and Outputs address what is being measured and how it is being measured. Use actual numbers whenever possible for measurement:]

Foster care maintenance payments

Contractor will make payments for allowable foster care maintenance expenses according to County and CWB policy.

Contractor will seek input from CPS staff regarding client needs.

Short term training expenses

Contractor will seek appropriate training opportunities for County officials, CWB members, and CPS staff.

Contractor will provide Department with documentation of training activities.

Administration and other expenses

Contractor will maintain records of payments made in accordance with generally accepted accounting principles.

G. Reporting and Record Keeping.

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other TDPRS or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

IX. **Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the federally reimbursable portion of the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A, B, or C of this contract. If the contract is for more than the direct expenses for foster care maintenance, the parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not

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Title IV-E Child Welfare Services Contract

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reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

X. Provisions for Termination of Contract and Dispute Resolution.

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions.
 1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
 2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
 3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X A, X.B, and X C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

Title IV-E Child Welfare Services Contract

G. Contract Dispute Resolution.

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
 - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B. of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Executive Director or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.
 - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.
2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

XI. **Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s)

- A. Attachment A, Cost Allocation Plan and supporting narrative
- B. Designation of authorized signatory for the Contractor.
- C. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- D. Form 2047e, Certification Regarding Federal Lobbying, if expected amount of the contract exceeds \$100,000.
- E. Copy of approved Indirect Cost Agreement, if one exists.

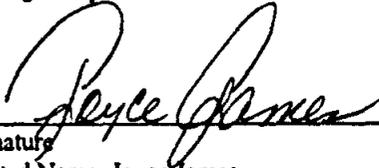
XII. **Effective Dates of Contract.** This contract shall be in force effective the 1st day of September, 2002 and continuing through the 31st day of August, 2003. This contract shall automatically renew for one fiscal year at a time through August 31, 2007 unless terminated by one or both parties or unless the contract is amended to contain different terms. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

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Title IV-E Child Welfare Services Contract

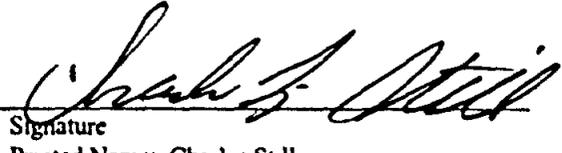
XIII. Execution of Contract. For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Protective
and Regulatory Services

Contractor: Upshur County



Signature
Printed Name: Joyce James
Printed Title: Regional Director



Signature
Printed Name: Charles Still
Printed Title: County Judge

Date 8/2/02

Date 8-9-02

ATTACHMENT A
Title IV-E Child Welfare Board Contract

Foster Care Maintenance Expense Items
Clothing
Transportation (biological family or court ordered visitation)
School Supplies
Child's Personal Incidentals (graduation gifts, allowances, gifts, and personal items)
Child Care (under certain circumstances)

NOTE:

This is not an all-inclusive list of allowable foster care maintenance expenses. The county may elect to add items to this list with the prior approval of the Regional Contact Manager.

Expenditures must be directly related to a Title IV-E eligible foster child.

Adequate documentation to support expenditures must be maintained and made available to the Department upon request.

ATTACHMENT B
County Title IV-E Child Welfare Board Contract

TRAINING EXPENSES
Costs of Short-Term Training for personnel employed by the county, CWB members, and/or CPS staff.
Costs of providing Short-Term Training to current or prospective foster and adoptive parents.
Allowable expenses may include registration fees, reimbursement of lodging and meals, and mileage reimbursement. Lodging and meals shall be reimbursed in accordance with county policy but may not exceed state mandated maximum amounts. Mileage will be reimbursed per county policy not to exceed state mandated maximum.

FOR EACH TRAINING OPPORTUNITY IDENTIFIED, ATTACH A NARRATIVE WITH A DESCRIPTION OF THE TRAINING TO BE PROVIDED. INCLUDE A DESCRIPTION OF HOW THE TRAINING IS RELATED TO TITLE IV-E FUNCTIONS. INCLUDE ESTIMATED TOTAL COST FOR EACH TRAINING AND INCLUDE TRAVEL, PER DIEM, REGISTRATION FEES, ETC.

Note:

Training reimbursed with Title IV-E funds must be focused on enhancing knowledge and building skills necessary to perform functions directly related to the benefits offered by the IV-E program to improve outcomes for children placed in out-of-home care.

Travel and per diem expenses cannot be reimbursed above the current travel and per diem rates established by the State of Texas.

- Lodging: \$80 per day*
- Meals: \$30 per day*
- Mileage: 34.5 cents per mile*

Adequate documentation to support expenditures must be maintained and made available to TDPRS upon request.

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ATTACHEMENT C
Administrative and Support Costs
County Title IV-E Child Welfare Board Contract

Allowable Administrative or Indirect expenses must be in support of the following activities:

- ✓ Referral services
- ✓ Preparation for judicial determination (limited to preparation of reports to the court and participation in court proceedings by County personnel)
- ✓ Placement of a child
- ✓ Development of the case plan
- ✓ Case reviews
- ✓ Case management and supervision
- ✓ Proportionate share of related County overhead

Examples of allowable expenses include:

- ✓ Citations by publication
- ✓ Subpoena services outside of the county
- ✓ Costs of documentation to establish identity
- ✓ Costs of film and film developing needed in the provision of allowable Title IV-E services.
- ✓ Overhead expenses to include stationery, postage, Notary Public fees, banking and bookkeeping expenses.

This list is not meant to be all-inclusive but rather to serve as examples of allowable types of expenses.

Adequate documentation to support expenditures must be maintained and made available to TDPRS upon request.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

Federal Regulations (45 CFR part 76) require the Texas Department of Protective and Regulatory Services (PRS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible, as defined in 45 CFR §76 105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification.

Instructions for Certification

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes No

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

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7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Indicate in the appropriate box which statement applies:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

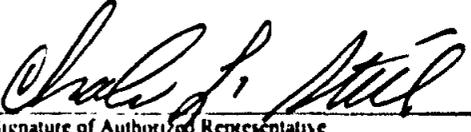
OR

- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant has attached an explanation to this certification.

Name of Potential Contractor

Vendor ID No or Social Security No

PRS Contract No. (if applicable)



Signature of Authorized Representative

Date

Printed/Typed Name of Authorized Representative

Title

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying," published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms.

Covered Awards and Subawards-Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying-To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement "

Limited Use of Appropriated Funds Not Prohibited-The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action,
- providing any information specifically requested by a federal agency or Congress,
- discussion and/or demonstration of products or services if not related to a specific solicitation for a covered action, or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement (The prohibition also does not apply to such services provided by nonemployees for the same purposes)

Professional and Technical Services-Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities-The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations-There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements-Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) orders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

VOL 62 PG 458
Texas Dept of Protective
and Regulatory Services

Form 2047E
October 1990

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, contact your Texas Dept. of Protective and Regulatory Services procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? Yes No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	PRS Contract No.
-----------------------------------------	--------------------------------------	------------------

Name of Authorized Representative	Title	Signature- Authorized Representative	Date
		<i>Charles J. Hill</i>	8-9-02

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF PRITCHETT WATER SUPPLY CORPORATION, AUTHORIZING THE SUBMISSION OF A 2003-2004 TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION BY UPSHUR COUNTY, TEXAS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ON THE CORPORATION'S BEHALF; AND AUTHORIZING THE BOARD'S GENERAL MANAGER TO ACT AS THE CORPORATION'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT PROGRAM.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PRITCHETT WATER SUPPLY CORPORATION:

1. THAT THE COUNTY OF UPSHUR IS HEREBY REQUESTED AND AUTHORIZED TO SUBMIT A TEXAS COMMUNITY DEVELOPMENT PROGRAM TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ON BEHALF OF PRITCHETT WATER SUPPLY CORPORATION.
2. THAT THE COUNTY'S APPLICATION BE FOR \$250,000 OF GRANT FUNDS TO CARRY OUT THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS AND GENERAL ADMINISTRATION ACTIVITIES
3. THAT THE BOARD HEREBY COMMITS \$63,000 OF THE FUNDS OF THE CORPORATION AS A CASH CONTRIBUTION TO BE MATCHED WITH TEXAS COMMUNITY DEVELOPMENT FUNDS TO CARRY OUT THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS AND RELATED PROJECT ENGINEERING.
4. THAT THE BOARD DIRECTS AND DESIGNATES ITS GENERAL MANAGER AS THE CORPORATION'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THIS APPLICATION AND THE CORPORATION'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, INCLUDING EXECUTION OF AN INTERLOCAL AGREEMENT WITH UPSHUR COUNTY.

PASSED AND APPROVED THIS 23 DAY OF JULY, 2002.

James W. Eitel
PRESIDENT

ATTEST:

C. E. Carter
SECRETARY

FILED
REX A SHAW
COUNTY, TX
02 AUG 15 PM 3:5
BY
DEPUTY

Accepted & Approved for Co to act as agent for PG&UO

TABLE 2 - BUDGET JUSTIFICATION
UPSHUR COUNTY/Pritchett WSC
WILKINS AREA WATER LINES

A ACTIVITY	B LABOR OR UNIT PRICE	C MATERIALS OR NO OF UNITS	D TOTAL CONSTRUCTION COSTS (\$)	E ACQUISITION	F ENGINEERING/ ARCHITECTURAL	G TOTAL ACTIVITY COST (\$)	H ANNUAL PROJECTED O&M COSTS (\$)
1 6" SDR 21 PVC Water Line	7 50	12,500 LF	93,750 00		6,336	100,086	
2 4" SDR 21 PVC Water Line	5 50	8,300 LF	45,650 00		3,085	48,735	
3 Tie-in to Existing Line	500 00	10 EA	5,000 00		338	5,338	
4 Bored Road Crossing (12" Casing)	80 00	250 LF	20,000 00		1,352	21,352	
5 Bored Road Crossing (8" Casing)	60 00	330 LF	19,800 00		1,338	21,138	
6 Bored Driveway Crossing	25 00	100 LF	2,500 00		169	2,669	
7 6" Gate Valve	600 00	3 EA	1,800 00		122	1,922	
8 Other Gate Valve	200 00	9 EA	1,800 00		122	1,922	
9 2" Flush Valve	550 00	3 EA	1,650 00		112	1,762	
10 Reconnect/Reloc. Ex Service	300 00	64 EA	19,200 00		1,298	20,498	
11 Open Cut and Repair Drive	15 00	625 LF	9,375 00		634	10,009	
12 1" Air Release Valve	300 00	1 EA	300 00		20	320	
13 Metallic Marking Tape	0 25	20,800 LF	5,200 00		351	5,551	
14 ROW Grading and Seeding	600 00	10 AC	6,000 00		406	6,406	
15 Emergency Interconnection	4500 00	1 LS	4,500 00		304	4,804	
TOTAL			\$236,525 00		\$15,986 00	\$252,511	0
ENGINEERING							
1. Basic Engineering*					6,000 00		
2. Surveying*					2,486 00		
3. Project Representative					7,000 00		
4. Printing Plans & Specifications					500 00		
ENGINEERING TOTAL					\$15,986 00		

* - Pritchett WSC previously funded design surveying and engineering.

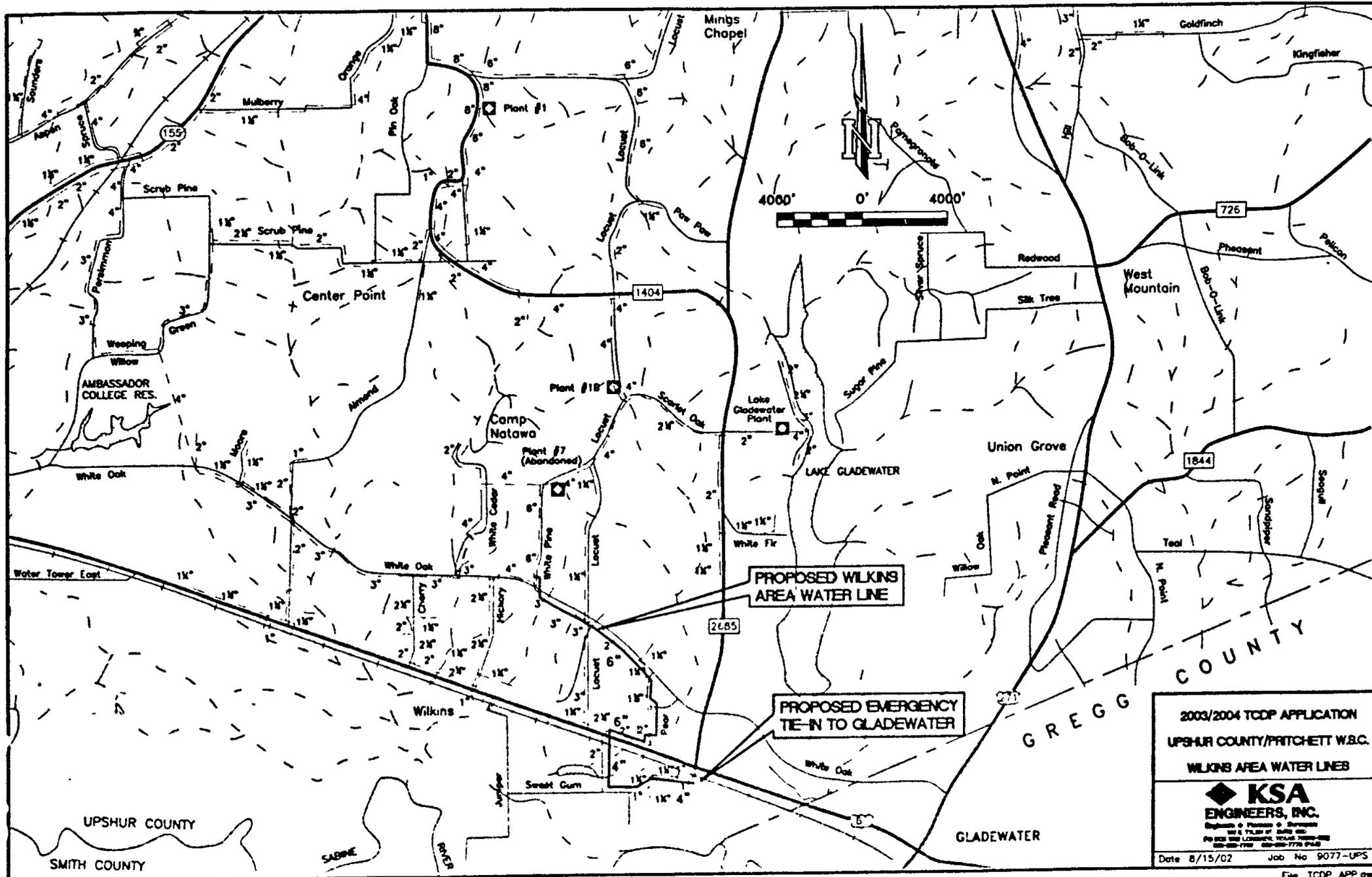
Note quantities shown are preliminary in nature and are subject to change after final design and award of contract

(SEAL)



Walter T. Winn, Jr.

Signature of Licensed Professional Engineer



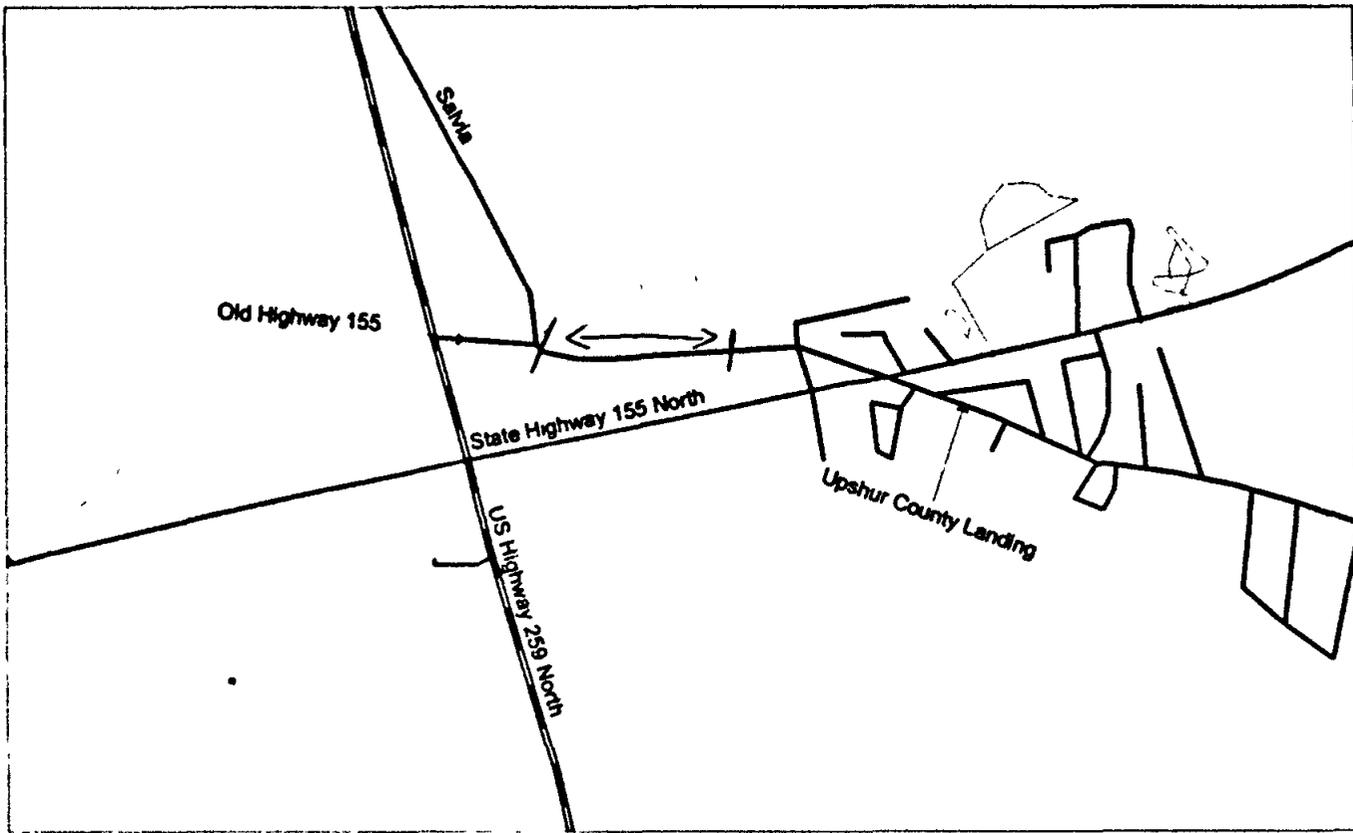
2003/2004 TCDP APPLICATION
 UPSHUR COUNTY/PITCHETT W.C.
 WILKINS AREA WATER LINES

KSA
 ENGINEERS, INC.
Engineers & Planners & Surveyors
 1014 S. FULTON ST. SUITE 100
 PO BOX 1014 FULTON, MISSOURI 65202-1014
 636-437-7700 636-437-7700 FAX

Date 8/15/02 Job No 9077-UPS

VOL 102 PG 11

VCL 62 PG 462



CLOSE ROAD FROM EAST PROPERTY LINE OF WELDON NEWSON AT INTERSECTION OF
OLD HIGHWAY 155 AND SALVIA ROAD TO WEST PROPERTY LINE OF TIMOTHY HENDERSON.
THIS SECTION OF ROAD IS APPX. 1,940 FEET IN LENGHT.

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:54
UPSHUR COUNTY, TX.
BY _____
DEPUTY

JOINT RESOLUTION FOR COOPERATIVE EFFORT FOR 9-1-1 ADDRESSING BETWEEN THE CITY OF _____, TEXAS AND THE COUNTY OF UPSHUR, TEXAS

WHEREAS, it has come to the attention of the Commissioners' Court of the County of Upshur, Texas and the City Council of the City of _____, Texas certain location outside the city limits of the City of _____ which are on streets which extend beyond the city limits may have a conflict in addressing system:

WHEREAS, both the governmental entities realize that it is in the best interest of the citizens of and inhabitants of the City of _____ and Upshur County for the 9-1-1 system to use the best addressing system.

THEREFORE, be it resolved by the Commissioners' Court of the County of Upshur, Texas and the City Council of the City of _____, Texas that in the mutual benefit of both governmental entities and best interest of the inhabitants of both the City of _____ and the Upshur County that the most efficient and effective addressing system shall be applied between the two(2) governmental entities without regard to any historical addresses or present existing system in order for the best addressing system to be utilized for the safety and protection of the Citizens in the 9-1-1 system.

WITNESS OUR HANDS at _____, Texas, this _____ day of _____, 2002.

Mayor, City of _____

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

Councilman, City of _____

Commissioner, Precinct 1,
County of Upshur, Texas

Councilman, City of _____

Commissioner, Precinct 2,
County of Upshur, Texas

Councilman, City of _____

Commissioner, Precinct 3,
County of Upshur, Texas

Councilman, City of _____

Commissioner, Precinct 4,
County of Upshur, Texas

Councilman, City of _____

FILED
REX A. SHAW
CLERK
AUG 15 PM 3:54
COUNTY, TX.
DEPUTY

Vol 62 PG 464

INTERLOCAL AGREEMENT

STATE OF TEXAS
COUNTY OF UPSHUR

FILED
REX A. SHAW
COUNTY CLERK

02 AUG 15 PM 3:55

UPSHUR COUNTY, TX.

BY _____ DEPUTY

Whereas, the County of Upshur, Texas, hereinafter called "County" and the City of _____, Texas, hereinafter called "City", desire to enter into an agreement concerning 9-1-1 Rural Addressing: and

Whereas, V.T.C.A. Government Code Chapter 791 provides authorization for Interlocal Cooperation Contracts;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the County and City for the mutual consideration Stated herein.

WITNESSETH:

I.

The effective date of this agreement shall be the same date the last of the two parties accepts the agreement.

II.

This agreement shall end upon completion of the work or one year from the effective date of this agreement, whichever shall come first.

III.

For the purposes and consideration stated and contemplated, the County shall provide the personnel necessary to take precise distance measurements and compile permanent records of all structures within the City Limits of _____. The County will also furnish the personnel to convert the distance measurements into new addresses and make this information available to the resident/owner of each structure, to emergency service providers and to any utility company needing exact service locations. The City will furnish the personnel to conduct a door-to-door survey of all structures within the city in order to ascertain a name, current mailing address and any phone number(s) in use. This information will be turned over to the County in order to create and maintain a complete database of city information.

IV.

The objective of this agreement is for the County to Assist the City in the development of an addressing scheme and assignment that will conform to current national addressing standards and that will facilitate the response of emergency service providers to those person within the City Limits.

V.

The City agrees to indemnify and save harmless the County from any liability of damages the County may suffer as a result of claims, demands, costs or judgements against the County arising out of the performance of the services under this agreement or arising from any accident, injury or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement, except for any liability or damages caused by the negligence of the County, its agents, officers and/or employees.

VI.

This agreement represents the entire agreement between the County and the City and supersedes all prior agreements either written or oral. This agreement may be amended only by the written instrument signed by the County and the City.

VII.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

VIII.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

IX.

The County shall have the right to perform the work at a time of its choosing or not to preform the work at all if otherwise obligated by its own work. The City shall have the right to prevent the work from being done if they determine that they want the work done by someone other than the County.

VOL 62 PG 466

X.

The undersigned officers of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement if the agreement is approved by the elected governing bodies of the respective parties in open meetings, properly called under the Texas Open Meetings Act.

EXECUTED in duplicate originals by the County of Upshur on the ____ day of _____, 2002.

County of Upshur

By: _____
Charles L. Still, County Judge

APPROVED by the _____ City Council on the ____ day of _____, 2002.

City of _____

By: _____
Mayor

VOL 602 PG 467

The Rotary Club of



Gilmer, Texas, USA
P.O. Box 113
Gilmer, Texas 75644
Chartered May 6, 1925 District 5830

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:55
UPSHUR COUNTY, TX.
BY _____
DEPUTY

**Rotary Flag Project
INVOICE
2002-2003 Flag Year
August 7, 2002**

Judge Charles Still
Upshur County Courthouse
PO Box 730
Gilmer, Texas 75644

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
43	3 x 5 American Flag	\$15.00	\$645.00
<u>Balance Due:</u>	\$645.00		

101-602-PC-468

2002-2003 Flag Days

Independence Day, Thursday, July 4, 2002

Labor Day, Monday, September 2, 2002

Veteran's Day, Monday, November 11, 2002

President's Day, Monday, February 17, 2003

Memorial Day, Monday, May 26, 2003

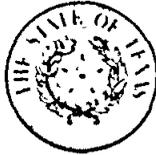
Flag Day, Saturday, June 14, 2003

Thank you!

*The American flag, you, and Rotary –
making a better community.*

Please mail your check along with this invoice to the above address.

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



VOL 62 PG 469

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

July 12, 2002

TO: Persons on the attached mailing list.

RE: Diana Special Utility District
TNRCC IC No. 03012001-D03

This letter is your notice that the Texas Natural Resource Conservation Commission (TNRCC) executive director has issued final approval of the above-named application.

You may file a **motion to overturn** with the chief clerk. A motion to overturn is a request for the commission to review the TNRCC executive director's approval of the application. Any motion must explain why the commission should review the TNRCC executive director's action.

A motion to overturn must be received by the chief clerk within 23 days after the date of this letter. An original and 11 copies of a motion must be filed with the chief clerk in person, or by mail to the chief clerk's address on the attached mailing list. On the same day the motion is transmitted to the chief clerk, a copy must be mailed to the applicant's address listed on the attached mailing list. If a motion to overturn is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

Individual members of the public may seek further information by calling the TNRCC Office of Public Assistance, toll free, at 1-800-687-4040.

Sincerely,


L. Donna Castañuela
Chief Clerk

LDC/is

FILED
DEPUTY CLERK
02 AUG 15 PM 3:55
COUNTY, TX.
DEPUTY

MAILING LIST
Diana Special Utility District
TNRCC IC No. 03012001-D03

Dwight Brannon
Diana Water Supply Corporation
P.O. Box 670
Gilmer, Texas 75644

Susan Whitfield
Diana Water Supply Corporation
P.O. Box 74
Diana, Texas 75640

Eddie Daniel, P.E.
Daniel & Brown, Inc.
P.O. Box 606
Farmersville, Texas 75644

Patsy Cox, County Clerk
Harrison County
200 West Houston Street, Room 315
Marshall, Texas 75670

Betty Smith, County Clerk
Marion County
102 West Austin, Room 205
Jefferson, Texas 75657

Rex A Shaw, County Clerk
Upshur County
P.O. Box 730
Gilmer, Texas 75644

Glynn J Knight, Executive Director
East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662-6297

Angela Stepherson
Texas Natural Resource Conservation
Commission
Legal Services Division MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Fredric T. Radloff
Texas Natural Resource Conservation
Commission
Water Supply Division MC-152
P.O. Box 13087
Austin, Texas 78711-3087

Blas J. Coy, Jr., Attorney
Texas Natural Resource Conservation
Commission
Public Interest Counsel MC-103
P.O. Box 13087
Austin, Texas 78711-3087

MAILING LIST

Diana Special Utility District
TNRCC Internal Control No. 03012001-D03

Susan Whitfield
Diana Water Supply Corporation
P.O. Box 74
Diana Texas 75640

Eddy Daniel, P.E.
Daniel & Brown, Inc.
P.O. Box 606
Farmersville, Texas 75442

County Clerk, Upshur County
Attn: Rex A. Shaw
P.O. Box 730
Gilmer, Texas 75644

County Clerk, Harrison County
Attn: Patsy Cox
200 West Houston
Marshall, Texas 75670

County Clerk, Marion County
Attn: Betty Smith
102 West Austin
Jefferson, Texas 75657

East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662

TNRCC Region 5
2916 Teague Dr.
Tyler, Texas 75701-3756

Texas Natural Resource Conservation Commission
P. O. Box 13087
Austin, Texas 78711-3087

Angella Stepherson, Legal Division, MC-173
Fredric T. Radloff, Technical Manager, MC-153
Doug Holcomb, P.E. Utilities & Districts, MC-153
Robert Cummins, Utilities & Districts, MC-153
Joseph L. Strouse, P.E. Utilities & Districts, MC-153
Blas Coy, Office of the Public Interest Counsel, MC-103
Jodena Henneke, Office of Public Assistance, MC-108

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

July 12, 2002

Mr. Dwight Brannon
Diana Water Supply Corporation
P.O. Box 670
Gilmer, Texas 75644

Re: Diana Special Utility District
Order approving the Creation of the District

Dear Mr. Brannon:

Enclosed is a certified copy of an order issued by the Commission regarding the referenced matter.

Should you have a question, please contact Mr. Fredric T. Radloff of the Texas Natural Resource Conservation Commission, Utilities & Districts Section (Mail Code 152) at (512)239-5738.

Sincerely,

A handwritten signature in cursive script that reads "Doug Holcomb".

Doug Holcomb, P.E., Manager
Utilities & Districts Section
Water Supply Division

DH/FTR/cs

005904

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



I hereby certify that this is a true and correct copy of a Texas Natural Resource Conservation Commission document, which is filed in the permanent records of the Commission.
Given under my hand and the seal of the Commission.

Johnnie C. ...
Legislative Secretary, Chief Clerk
Texas Natural Resource
Conservation Commission

JUL 12 2002

AN ORDER GRANTING A REQUEST FOR CONVERSION TO AND CREATION OF DIANA SPECIAL UTILITY DISTRICT; APPOINTING TEMPORARY DIRECTORS; AND AUTHORIZATION TO TRANSFER CERTIFICATE OF CONVENIENCE AND NECESSITY NOS. 10425 AND 20189

A petition by Diana Water Supply Corporation (the "WSC") was presented to the Executive Director of the Texas Natural Resource Conservation Commission (hereafter "Commission") pursuant to TEX. WATER CODE ANN. § 5.122 (Vernon 2000) for approval of the creation of Diana Special Utility District (hereafter "District"), the appointment of seven directors for the District, and the transfer of the WSC's certificates of convenience and necessity ("CCNs") to the District pursuant to TEX. WATER CODE ANN., Chapters 13, 49, and 65.

The Commission has jurisdiction to consider this matter and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation:

FINDINGS OF FACT

1. On March 1, 2001, a petition requesting the conversion of Diana Water Supply Corporation to Diana Special Utility District was filed with the Commission pursuant to TEX. WATER CODE ANN. Chapter 65. On December 31, 2001, a supplemental petition, dated December 10, 2001, regarding conversion to a special utility district was filed by Diana WSC
2. The resolution adopted by the WSC dated February 12, 2001 and the supplemental petition dated December 10, 2001, requesting conversion to and creation of the proposed District, contain the matters required by TEX. WATER CODE ANN. § 65.015 (Vernon Supp. 2002).
3. Proper notice of the application, as amended, was given pursuant to TEX. WATER CODE ANN. § 49.011 (Vernon 2000) and Title 30 TAC § 293.12, the Texas Natural Resource Conservation Commission Permanent Rules.
 - a. Proper notice of the application and the supplemental petition was published on September 7, 2001, September 14, 2001, April 20, 2002, and April 27, 2002, in the Longview News-Journal, a newspaper regularly published and generally circulated in Upshur, Harrison and Marion Counties, Texas, the counties in which the proposed District is to be located.

- b. Proper notice to affected parties was mailed on January 31, 2002.
 - c. Proper notice was posted on the bulletin boards used for posting legal notices in Marion County on February 4, 2002 and in Harrison and Upshur Counties on February 5, 2002.
 - d. The requirement that all customers in the proposed District be notified by mail of the application requesting conversion to and creation of the District was waived by the Executive Director pursuant to 30 TAC § 293.12(e).
4. The appropriate and necessary deposits and fees associated with the filing of the petition requesting conversion to and creation of the District have been paid to the Commission.
 5. The affidavits of the proposed temporary directors of the proposed District have been received. The application requesting conversion also requested that the following persons be considered for the initial board of directors:

Billy E. Fitzgerald	James T. Wilson, Jr.
M.L. Walton	Heath A. Gaddis
Paul R. Ozment	Bobby J. Rawlings
Rodney Keith	
 6. Each of the persons named in Finding of Fact No. 5 is qualified to serve as a temporary director of the proposed District as each (1) is at least 18 years old, (2) is a resident of the State of Texas, (3) either owns land subject to taxation within the proposed District, is a user of the facilities of the proposed District, or is a qualified voter of the proposed District, and (4) has completed and filed with the Commission an application for consideration of appointment as temporary director in the form and substance required by the Rules of the Commission.
 7. Upon a successful confirmation election, the assets and debts of the WSC should be transferred to the District as expeditiously as practicable and dissolution proceedings of the WSC should be commenced immediately after such transfer.
 8. The entire proposed District is generally bounded on the northwest by FM 1649, on the northeast by Lake O' the Pines and on the south by Little Cypress Creek.
 9. The boundary description of the proposed District as reflected by CCN No. 10425, excluding dually certified areas, has been examined by Commission staff and found to form an acceptable boundary for the proposed District.
 10. The boundaries of the District should reflect the current CCN No. 10425 boundaries excluding dually certified areas as shown in Exhibit "A," a copy of which is attached hereto.

- 11. The request for conversion to and creation of the District is feasible and practicable and is necessary and will be a benefit to the land included in the District.
- 12. The proposed District and its system and subsequent development within the District will not have an unreasonable effect on the following: land elevation, subsidence, groundwater level within the region, recharge capability of a groundwater source, natural runoff rates and drainage, and water quality.

CONCLUSIONS OF LAW

- 1. The Commission has jurisdiction to consider this petition and is authorized to make and enter its Findings of Fact, Conclusions of Law, and Orders with respect to the request for conversion of the WSC to and creation of the District.
- 2. All of the land and property proposed may properly be included within the District.
- 3. All statutory and regulatory requirements for conversion of Diana Water Supply Corporation to Diana Special Utility District, have been fulfilled, in accordance with TEX. WATER CODE ANN., Chapters 13, 49, and 65 and Title 30 TAC §§ 293.11 and 293.12.

NOW THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION THAT:

- 1. The petition for the conversion of Diana Water Supply Corporation to Diana Special Utility District is hereby granted.
- 2. The District is created under the terms and conditions of Article XVI, Section 59 of the Texas Constitution and TEX. WATER CODE ANN., Chapter 65.
- 3. The District shall have all of the rights, powers, privileges, authority, and functions conferred and shall be subject to all duties imposed by the Texas Natural Resource Conservation Commission and the general laws of the State of Texas relating to special utility districts.
- 4. The boundaries of the District shall reflect the boundary description as shown in Exhibit "A."
- 5. The following persons are hereby named and appointed as temporary directors of the District, to serve until their successors are elected or have been appointed in accordance with applicable law:

Billy E. Fitzgerald
 M.L. Walton
 Paul R. Ozment

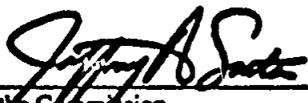
James T. Wilson, Jr.
 Heath A. Gaddis
 Bobby J. Rawlings

Rodney Keith

6. The foregoing temporary directors shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oath of office. All such bonds shall be approved by the Board of Directors of the District and each bond and oath shall be filed with the District and retained in its records.
7. The District's Board of Directors is directed to send to the Commission an order canvassing the confirmation election returns not later than 30 days after the election.
8. Upon a successful confirmation election, assets and debts of the WSC are to be transferred to the District, as expeditiously as practicable and dissolution proceedings of the WSC are to be commenced immediately after such transfer.
9. Certificate of Convenience and Necessity Nos. 10425 and 20189 will be issued by the Commission in the name of Diana Special Utility District, contingent upon a successful confirmation election and Commission receipt of evidence that the WSC has been dissolved in order to ensure continued service for all customers currently served by the WSC.
10. This Order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the conversion petition, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for Commission consideration.
11. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons.
12. If any provision, sentence, clause or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: JUL 02 2002

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



For the Commission

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VOL 612 PG 117

EXHIBIT "A"

DIANA WATER SUPPLY CORPORATION

REVISED BOUNDARY DESCRIPTION OF THE PROPOSED SPECIAL UTILITY DISTRICT

BEGINNING at a point at the southwest corner of the approximate Ore City CCN boundary line and being approximately 4,575 feet southeasterly from the approximate centerline of F.M. 1649;

THENCE, N 59 deg. E with the approximate Ore City CCN boundary line an approximate distance of 11,168 feet to a point in same;

THENCE, N 29 deg. W with the approximate Ore City CCN boundary line an approximate distance of 5,899 feet to a point approximately 500 feet northwest of the approximate centerline of Old Avinger Road;

THENCE, in a northeasterly direction approximately 500 feet perpendicular northwest of, and parallel with the approximate centerline of Old Avinger Road an approximate distance of 7,405 feet to a point in same and being in the approximate edge of water of Lake O' The Pines;

THENCE, in a southeasterly direction with the approximate meanders of Lake O' The Pines an approximate distance of 17,624 feet to a point in same and being in the approximate centerline of Sandy Creek;

THENCE, in a southwesterly direction with the approximate centerline of Sandy Creek an approximate distance of 2,884 feet to a point in same;

THENCE, S 44 deg. E an approximate distance of 3,728 feet to a point;

THENCE, N 47 deg. E an approximate distance of 8,158 feet to a point;

THENCE, in a northerly direction an approximate distance of 2,501 feet to a point and being in the approximate edge of water of Lake O' The Pines;

THENCE, in a southeasterly direction with the approximate meanders of Lake O' The Pines an approximate distance of 12,133 feet to a point in same;

THENCE, S 35 deg. W an approximate distance of 5,523 feet to a point and being in the approximate centerline of a Private Drive;

THENCE, in a southeasterly direction with the approximate centerline of a Private Drive an approximate distance of 14,962 feet to a point in same and being in the approximate centerline of McCoy Road;

THENCE, S 81 deg. W with the approximate centerline of McCoy Road an approximate distance of 1,336 feet to a point in same;

THENCE, S 10 deg. E an approximate distance of 500 feet to a point;

THENCE, in a southwesterly direction approximately 500 feet perpendicular south of, and parallel with the approximate centerline of McCoy Road an approximate distance of 2,936 feet to a point in same and being approximately 500 feet northeast of the approximate centerline of State Highway 450;

05/29/02

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TRENCH, in a southeasterly direction approximately 500 feet perpendicular east of, and parallel with the approximate centerline of State Highway 450 an approximate distance of 11,777 feet to a point in same and being in the approximately centerline of Smyrna Road;

TRENCH, S 87 deg. W with the approximate centerline of Smyrna Road an approximate distance of 500 feet to a point in same and being in the approximate centerline of State Highway 450;

TRENCH, S 05 deg. E with the approximate centerline of State Highway 450 an approximate distance of 417 feet to a point in same;

TRENCH, S 85 deg. W an approximate distance of 500 feet to a point and being approximately 500 feet west of the approximate centerline of State Highway 450;

TRENCH, in a northwesterly direction approximately 500 feet perpendicular west of, and parallel with the approximate centerline of State Highway 450 an approximate distance of 8,687 feet to a point in same and being approximately 500 feet southeast of the approximate centerline of Clowers Road;

TRENCH, in a southwesterly direction approximately 500 feet perpendicular southeast of, and parallel with the approximate centerline of Clowers Road an approximate distance of 7,112 feet to a point in same;

TRENCH, in a northwesterly and southwesterly direction approximately 500 feet perpendicular south of, and parallel with the approximate centerline of Simmons Road an approximate distance of 20,900 feet to a point in same and being approximately 500 feet east of the approximate centerline intersection of Simmons Road and a Private Road;

TRENCH, West with the approximate centerline of a private Road an approximate distance of 3,499 feet to a point in the approximate Harrison and Upshur County boundary line;

TRENCH, South with the approximate Harrison and Upshur county boundary line an approximate distance of 6,996 feet to a point in same and being approximately 500 feet northeast of the approximate centerline of State Highway 154;

TRENCH, in a southeasterly direction approximately 500 feet perpendicular northeast of, and parallel with the approximate centerline of State Highway 154 more or less an approximate distance of 8,226 feet to a point in same;

TRENCH, S 66 deg. W an approximate distance of 1,000 feet to a point approximately 500 feet southwest of the approximate centerline of State Highway 154;

TRENCH, in a northwesterly direction approximately 500 feet perpendicular southwest of, and parallel with the approximate centerline of State Highway 154 an approximate distance of 4,014 feet to a point in same and being in the approximate centerline of Waxwing Road;

TRENCH, in a southwesterly direction with the approximate centerline of Waxwing Road an approximate distance of 2,074 feet to a point in same;

TRENCH, S 85 deg. W an approximate distance of 7,350 feet to a point and being in the approximate centerline of a Road;

05/29/02

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TRENCE, in a northwesterly direction with the approximate centerline of a Road an approximate distance of 1,371 feet to a point in same and being in the approximate centerline of a Private Drive;

TRENCE, in a westerly direction with the approximate centerline of a Private Drive an approximate distance of 4,089 feet to a point in same;

TRENCE, West an approximate distance of 1,067 feet to a point and being in the approximate centerline of Little Cypress Creek;

TRENCE, in a northwesterly direction with the meanders of Little Cypress Creek and a tributary of Little Cypress Creek an approximate distance of 86,917 feet to a point in same;

TRENCE, N 06 deg. W an approximate distance of 6,369 feet to a point and being in the approximate centerline intersection of F.M. 1649 and Gardenia Road;

TRENCE, in a northeasterly direction with the approximate centerline of Gardenia Road an approximate distance of 3,091 feet to a point in same;

TRENCE, N 01 deg. W an approximate distance of 1,140 feet to a point;

TRENCE, N 77 deg. E an approximate distance of 738 feet to a point;

TRENCE, East an approximate distance of 640 feet to a point;

TRENCE, South an approximate distance of 371 feet to a point and being approximately 500 north of the approximate centerline of Gardenia Road;

TRENCE, in a northeasterly direction approximately 500 feet perpendicular north of, and parallel with the approximate centerline of Gardenia Road an approximate distance of 12,709 feet to a point in same and being approximately 500 north of the approximate centerline of F.M. 1649;

TRENCE, in a northeasterly direction approximately 500 feet perpendicular north of, and parallel with the approximate centerline of F.M. 1649 more or less an approximate distance of 27,574 feet to a point in same and being in the approximate Ore City CCW boundary line;

TRENCE, S 29 deg. E with the approximate Ore City CCW boundary line an approximate distance of 5,075 feet to the Point of Beginning containing approximately 42,165 acres more or less.

SAVE AND EXCEPT approximately 145 Ac. located in the Saddlewood Subdivision Diana, Texas.

BEGINNING at a N° iron pin found in the Southeast corner of Lot 112 of the Saddlewood Subdivision, same point being in the North Right of Way of Simmons Road;

TRENCE, in a Northwesterly direction with the North Right of Way of Simmons Road, an approximate distance of 4,239 feet to sucker rod found in the Southwest corner of Lot 1, same point being in the North Right of Way of Ruykendall Road;

TRENCE, along the West Boundary Line of Lot 1, N 0 deg. E, 748 feet to a point in the Northwest corner of Lot 1;

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TRENCH, along the North Boundary Line of Lot 1, N 90 deg. E, 320 feet to the Northeast corner of Lot 1;

TRENCH, S 74 deg. E, 1263 feet to a point in the Northeast corner of Lot 5, same point being the Northwest corner of Lot 6;

TRENCH, S 83 deg. E, 561 feet to a point in the Northeast corner of Lot 8, same point being in the West Right of Way of a Subdivision Road;

TRENCH, N 0 deg. W, 463 feet to a point in the West Right of Way of a Subdivision Road;

TRENCH, N 53 deg. E, 133 feet to a point in the North Right of Way of a Subdivision Road, same point being the Southwest corner of Lot 26;

TRENCH, N 0 deg. W, 770 feet to a point in the Centerline of a SWEPCO easement, same point being the Northwest corner of Lot 26;

TRENCH, S 83 deg. E, 2086 feet to a point in the Centerline of a SWEPCO easement, same point being the Northeast corner of Lot 91;

TRENCH, S 2 deg. W, 2010 feet with the East Boundary Line of the L. J. MARTIN SURVEY to the Point of Beginning containing approximately 148 Acres more or less.

The above described district boundary contains a net of 42,020 Acres more or less.

FILED
 REX A. SHAW
 COUNTY CLERK
 02 JUL 25 PM 3:58
 UPONHUR COUNTY, TX.
 BY *[Signature]* DEPUTY



STATE OF TEXAS
 I hereby certify that the foregoing was filed on the date and time specified herein by me or my clerk, and that the volume and page of the same is recorded as shown on the record return by me.

JUL 25 2002

REX A. SHAW
 COUNTY CLERK
 UPONHUR COUNTY, TEXAS

W/ky

005904

05/29/02

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



VOL 6.2 PG 481

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

July 31, 2002

TO: Persons on the attached mailing list

RE: Pritchett Water Supply Corporation
TNRCC Docket No. 2002-0563-DIS

Enclosed is a copy of an order issued by the Commission regarding the above-referenced matter.

Should you have any questions, please contact Julie Albrecht of the Texas Natural Resource Conservation Commission's Office of the Chief Clerk (MC 105) at (512) 239-3141.

Sincerely,

A handwritten signature in cursive script that reads "LaDorna Castañuela".

LaDorna Castañuela
Chief Clerk

LDC/jla

Enclosure

FILED
FOR
Clerk
BY _____
AUG 15 PM 3:55
AUSTIN, TX.
DEPUTY

MAILING LIST
Pritchett Water Supply Corporation
TNRCC Docket No. 2002-0563-DIS

Eddie W. Daniel
Daniel & Brown, Inc.
P.O. Box 606
Farmersville, Texas 75442

Dwight Brannon
Attorney at Law
P.O. Box 670
Gilmer, Texas 75644

Patty L. Akers
Bickerstaff, Heath, Smiley, Pollan,
Kever & McDaniel, L.L.P.
1700 Frost Bank Plaza
816 Congress Avenue
Austin, Texas 78701-2443
Representing City of Gilmer

Upshur County Commissioners' Court
c/o Rex A. Shaw, County Clerk
P.O. Box 730
Gilmer, Texas 75644

Wood County Commissioners' Court
c/o Brenda Taylor, County Clerk
County Courthouse, Main Street
Quitman, Texas 75783

Glynn J. Knight, Executive Director
East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662

Mary Bates, City Secretary
City of Gilmer
P.O. Box 760
Gilmer, Texas 75644-0760

John Deering
Texas Natural Resource Conservation
Commission
Environmental Law Division MC-173
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Texas Natural Resource Conservation
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Scott Humphrey
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Commission
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LaDonna Castañuela
Texas Natural Resource Conservation
Commission
Office of Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

**AN ORDER** concerning the application by Pritchett Water Supply Corporation for conversion to a special utility district; TNRCC Docket No. 2002-0563-DIS.

On July 24, 2002, the Texas Natural Resource Conservation Commission (Commission) considered during its public meeting the application by Pritchett Water Supply Corporation (Pritchett) to convert to a special utility district that would operate under Chapters 49 and 65 of the Texas Water Code. The application, which includes an acceptable order dated January 16, 2001 canvassing the vote of the Pritchett members and which was submitted by Pritchett's Board of Directors, requested conversion to and creation of a special utility district. The Commission also evaluated the request for hearing submitted by the City of Gilmer (City) concerning Pritchett's application.

The City's request for hearing was evaluated under the requirements in the applicable statutes and Commission rules, including 30 TAC Chapter 55. After considering the request for hearing, all other written filings, and answers to questions during the public meeting, the Commission determined during its July 24, 2002 public meeting that the request for hearing submitted by the City of Gilmer did not meet the requirements of applicable law, including those in 30 TAC Chapter 55. The Commission also determined that the resolution conforms to the requirements of Texas Water Code § 65.015, and found that the request for conversion to and creation of the District is feasible and practicable and is necessary and will be a benefit to the land included in the District. The Commission approved the application as recommended by the Executive Director in its Memorandum to the Commission dated December 6, 2001 (Memorandum).

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION that:

1. **The request for hearing submitted by the City of Gilmer is DENIED;**

2. The application of Pritchett Water Supply Corporation for conversion to and creation of a new special utility district is GRANTED with the boundaries as reflected in the boundary description submitted with the application;
3. The District is created under the terms and conditions of Article XVI, Section 59 of the Texas Constitution and TEX. WATER CODE ANN., Chapter 65;
4. The District shall have all of the rights, powers, privileges, authority, and functions conferred and shall be subject to all duties imposed by the Texas Natural Resource Conservation Commission and the general laws of the State of Texas relating to special utility districts;
5. The following persons are hereby named and appointed as temporary directors of the District, to serve until their successors are elected or have been appointed in accordance with applicable law: Eddy Williams, Joe M. Glenn, Russell Stocks, Rhonda Welch, Gene Spencer, Billy J. Shamburger, Lloyd Dodd, and James W. Eitel.
6. The foregoing temporary directors shall, as soon as practicable after the issuance of this Order, execute their official bonds and take their official oath of office. All such bonds shall be approved by the Board of Directors of the District and each bond and oath shall be filed with the District and retained in its records;
7. The District's Board of Directors is directed to send to the Commission an order canvassing the confirmation election returns not later than 30 days after the election;
8. Upon a successful confirmation election, assets and debts of Pritchett Water Supply Corporation are to be transferred to the District as expeditiously as practicable and dissolution proceedings of Pritchett Water Supply Corporation are to be commenced immediately after such transfer;
9. Certificate of Convenience and Necessity No. 10478 will be issued by the Commission in the name of Pritchett Special Utility District upon a successful confirmation election;

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10. The Executive Director's Memorandum to the Commission, dated December 6, 2001, and the boundary description (Attachments A and B) are hereby incorporated by reference;
11. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons; and
12. If any provision, sentence, clause or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue date: JUL 26 2002

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION


Robert J. Huston, Chairman

Texas Natural Resource Conservation Commission
Page 2
December 6, 2001

According to the petition, each of the above listed persons meets the director qualifications established under Section 65.102 of the Texas Water Code. An executed affidavit for each of the proposed directors is on file.

The petition further states that the assets and debts of PWSC and related CCN will be transferred to the proposed District, and that PWSC will be dissolved immediately upon said transfer.

B. SPECIAL CONSIDERATIONS

Pritchett County Water Supply Corporation was created in 1967 to provide water supply to the members of the corporation. The Public Utility Commission issued the Corporation CCN No. 10478 on November 1, 1979. Upon creation of the proposed District the CCN boundary originally held by PWSC will remain unchanged.

C. GENERAL EFFECTS OF CONVERSION

Some general effects of conversion from a Water Supply Corporation (WSC) to a Special Utility District (SUD) include the following:

1. A SUD is a political subdivision and can issue tax exempt revenue bonds on the open market or for purchase by the Texas Water Development Board (TWDB).
2. A SUD is exempt from ad valorem taxes (usually county and school district) on its personal property, utility lines, and plant facilities.
3. A SUD is exempt from sales taxes on supplies and services.
4. A SUD is subject to the Open Meetings and Open Records Act.
5. A SUD must have an annual audit conducted and file the audit with the Commission.
6. A SUD must follow statutory bid advertisement and contract provisions for districts.
7. A SUD is subject to the continuing right of supervision by the Texas Natural Resource Conservation Commission.

D. CONCLUSIONS

Based on a review of the preliminary engineering report, financial report, and other supporting documents, the proposed District is considered feasible.

E. RECOMMENDATIONS

Staff offers the following recommendations:

1. The petition for conversion of Pritchett Water Supply Corporation to Pritchett Special Utility District should be granted.

2. The order granting the petition should include the following statements:

"This order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the conversion petition, nor is a commitment or requirement of the Commission in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for Commission consideration."

"Upon a successful confirmation election, the assets and debts of Pritchett Water Supply Corporation are to be transferred to Pritchett Special Utility District as expeditiously as practicable and dissolution proceedings of Pritchett Water Supply Corporation are to be commenced immediately after such transfer."

3. The boundaries of the proposed Special Utility District should reflect the four page description provided with the application.
4. Appoint the following to serve as temporary directors of the District:

Eddy Williams
Russell Stocks
Gene Spencer
Lloyd Dodd

Joe M. Glenn
Rhonda Welch
Billy J. Shamburger
James W. Eitel

5. Direct the Board of Directors to canvass the confirmation election returns and submit such canvassing to the Utilities and Districts Section of the Texas Natural Resource Conservation Commission within thirty (30) days of the board meeting at which such returns are canvassed.
6. Direct the Board of Directors, that upon a vote of the populace confirming the creation of the district, to take action necessary to dissolve the WSC and submit documentation evidencing such to the Commission's Utilities and Districts Section when available.
7. Contingent upon a successful confirmation election and dissolution of the WSC, CCN No. 10478 will be issued by the Commission in the name of Pritchett Special Utility District in order to ensure continued service for all customers currently served by Pritchett County Water Supply Corporation.

F. FEASIBILITY

The engineering report dated October 31, 2000, indicates that PWSC currently serves potable water to approximately 2,200 active customer connections (estimated population of 5,875). Future development is expected to continue to be residential and similar in size and scope as exists today. The engineering report anticipates that the population in 2020 would be approximately 3,400. No specific development plan is assumed in examining the feasibility of the proposed District.

According to the engineering report, the service rates in effect at the time of the conversion will be charged to District customers. The rates are detailed as follows:

Water Rates

The current water rates the corporation charges for standard service are as follows:

Standard	\$12.00
1 - 8,000 gallons	\$4.00 per 1000 gal
8,001 - 12,000 gallons	\$4.25 per 1000gal
12,001 - 20,000 gallons	\$4.50 per 1000 gal
over 20,000 gallons	\$5.00 per 1000 gal

The corporation's other rates, fees, operation rules & regulations, are outlined in its approved tariff. No increase in the rates are proposed in the immediate future.

According to the 1999 audit report, PWSC's long term debt consists of seven notes owed to GMAC Commercial Mortgage Corporation. Principal balance on these notes is \$502,168. The annual payment for the debt varies from \$45,061 to \$57,287.

G. PURPOSE

According to the engineering report, the PWSC desires to convert to a special utility district for the following reasons: exemption on sales tax in supplies and services, a capital project funding can be procured more quickly and at lower cost, and the SUD still remains eligible for Rural Development Administration loans, or revenue bonds can be issued in the open market and for purchase by the Texas Water Development Board

Availability of Comparable Services

The engineering report indicates that there is no town, city, or other political subdivision providing or capable of providing the capacity to serve the same area with comparable services. Additionally, since PWSC is the certificated water supplier for the area, no other entity other than the proposed District presently has the ability to serve the proposed District area. Conversion to a SUD should not affect service as currently provided by PWSC.

Water Supply Facilities

The proposed District maintains the following facilities: Approximately 211 miles of distribution piping ranging in size from 2 inch to 8 inch, 11 wells, 14 ground storage tanks (551,000 gal. combined), 22 booster pumps; and 14 hydropneumatic tanks (40,500 gallons combined).

Wastewater Facilities

Currently there is no wastewater service provided. PWSC customers utilize private septic systems. The proposed District does not plan to provide wastewater service at this time.

Texas Natural Resource Conservation Commission
Page 5
December 6, 2001

Drainage

PWSC does not provide drainage services. The area is rural in nature and creeks handle drainage for the area.

Outstanding Enforcement Orders/Non-Compliance Complaints

Staff is unaware of any outstanding Commission enforcement orders or non-compliance with respect to PWSC.

Reporting Requirements

PWSC's required reporting documents and reports are current and on file.

H. DESCRIPTION AND IMPACT ON NATURAL RESOURCES

The impact on natural resources information was obtained from the engineering report. Creation of the proposed District would have no effect on land elevation, subsidence, groundwater levels, recharge of groundwater, run off rates and drainage, and water quality on land within the proposed District.

Floodplain

The Pritchett WSC service area experiences flooding on land adjacent to existing creeks. 100-year flood levels vary greatly depending on elevation and proximity to creeks. Based on the 1990 FEMA maps, the corporation does not have any facilities located within the 100-year flood plain. The corporation does not plan any facilities that would alter drainage or flooding patterns.

I. ADDITIONAL INFORMATION

The petitioner's professional representatives are:

Attorney: None listed.
Engineer: Eddy Daniel P.E. -Daniel & Brown, Inc.

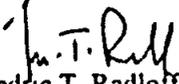

Fredric T. Radloff
Utility Creation & Plan Review Team

EXHIBIT "A"

FRITCHETT WATER SUPPLY CORPORATION

BOUNDARY DESCRIPTION OF THE PROPOSED SPECIAL UTILITY DISTRICT

BEGINNING at a point in the approximate Wood and Upshur County boundary line and being approximately 1,700 feet north of the approximate centerline of Cypress Road;

THENCE, N 88 deg. E an approximate distance of 3,606 feet to a point;

THENCE, North an approximate distance of 4,744 feet to a point;

THENCE, N 88 deg. W an approximate distance of 1,824 feet to a point;

THENCE, N 01 deg. E an approximate distance of 3,001 feet to a point;

THENCE, N 87 deg. E an approximate distance of 449 feet to a point;

THENCE, N 02 deg. W an approximate distance of 4,679 feet to a point and being approximately 636 feet north of the approximate centerline of Fir Road;

THENCE, S 88 deg. W an approximate distance of 2,797 feet to a point;

THENCE, S 01 deg. E an approximate distance of 2,139 feet to a point;

THENCE, S 89 deg. W an approximate distance of 2,151 feet to a point;

THENCE, N 01 deg. W an approximate distance of 5,093 feet to a point and being approximately 2,338 feet north of the approximate centerline of Palm Road;

THENCE, N 63 deg. E an approximate distance of 2,597 feet to a point;

THENCE, N 02 deg. W an approximate distance of 1,782 feet to a point and being approximately 1,184 feet south of the approximate centerline of F.M. 49;

THENCE, S 89 deg. W an approximate distance of 6,476 feet to a point;

THENCE, N 84 deg. W an approximate distance of 3,087 feet to a point and being approximately 1,047 feet south of the approximate centerline of F.M. 49;

THENCE, N 07 deg. E an approximate distance of 2,340 feet to a point;

THENCE, S 85 deg. E an approximate distance of 2,203 feet to a point;

THENCE, N 02 deg. E an approximate distance of 2,304 feet to a point;

THENCE, East an approximate distance of 1,911 feet to a point;

THENCE, S 03 deg. E an approximate distance of 2,283 feet to a point and being approximately 1,343 feet north of the approximate centerline of F.M. 49;

THENCE, N 88 deg. E an approximate distance of 6,857 feet to a point;

Attachment B

THENCE, in a northerly direction an approximate distance of 7,951 feet to a point and being approximately 977 feet northwest of the approximate centerline of F.M. 1002;

THENCE, S 62 deg. E an approximate distance of 2,700 feet to a point;

THENCE, in a southerly direction an approximate distance of 8,218 feet to a point and being approximately 1324 feet north of the approximate centerline of F.M. 49;

THENCE, N 88 deg. E an approximate distance of 15,822 feet to a point;

THENCE, S 49 deg. E an approximate distance of 5,653 feet to a point;

THENCE, N 78 deg. E an approximate distance of 3,820 feet to a point;

THENCE, S 64 deg. E an approximate distance of 2,758 feet to a point and being approximately 1,321 feet west of the approximate centerline of F.M. 1795;

THENCE, N 03 deg. W an approximate distance of 9,386 feet to a point and being approximately 1,227 feet west of the approximate centerline of F.M. 1795;

THENCE, N 77 deg. W an approximate distance of 1,600 feet to a point;

THENCE, N 05 deg. E an approximate distance of 1,713 feet to a point and being in the approximate centerline of S.H. 154;

THENCE, in a southeasterly direction with the approximate centerline of S.H. 154 an approximate distance of 3,687 feet to a point in same;

THENCE, S 02 deg. E an approximate distance of 10,093 feet to a point and being approximately 1,137 feet north of the approximate centerline of F.M. 49;

THENCE, N 53 deg. E an approximate distance of 4,801 feet to a point;

THENCE, N 89 deg. E an approximate distance of 9,449 feet to a point;

THENCE, N 55 deg. E an approximate distance of 2,662 feet to a point and being approximately 942 feet northwest of the approximate centerline of F.M. 49;

THENCE, N 04 deg. W an approximate distance of 1,798 feet to a point and being in the approximate centerline of S.H. 154;

THENCE, in a easterly direction with the approximate centerline of S.H. 154 an approximate distance of 3,830 feet to a point in same;

THENCE, S 05 deg. E an approximate distance of 736 feet to a point and being approximately 954 feet north of the approximate centerline of F.M. 49;

THENCE, N 88 deg. E an approximate distance of 1,857 feet to a point and being approximately 921 feet north of the approximate centerline of F.M. 49;

THENCE, S 04 deg. E an approximate distance of 4,181 feet to a point;

THENCE, S 88 deg. W an approximate distance of 2,032 feet to a point;

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THENCE, in a northerly direction an approximate distance of 2,734 feet to a point;

THENCE, in a southerly direction an approximate distance of 5,480 feet to a point;

THENCE, N 87 deg. E an approximate distance of 2,481 feet to a point;

THENCE, S 04 deg. E an approximate distance of 3,748 feet to a point;

THENCE, S 85 deg. W an approximate distance of 2,192 feet to a point;

THENCE, S 04 deg. E an approximate distance of 3,423 feet to a point;

THENCE, N 88 deg. E an approximate distance of 1,409 feet to a point;

THENCE, S 06 deg. E an approximate distance of 1,194 feet to a point;

THENCE, S 31 deg. E an approximate distance of 2,946 feet to a point and being approximately 786 feet northwest of the approximate centerline of S.H. 155;

THENCE, N' 44 deg. E an approximate distance of 10,766 feet to a point and being approximately 1076 feet northwest of the approximate centerline of S.H. 155;

THENCE, N 87 deg. E an approximate distance of 4,766 feet to a point and being approximately 888 feet east of the approximate centerline of U.S. Highway 271;

THENCE, S 22 deg. E an approximate distance of 5,922 feet to a point and being approximately 1310 feet east of the approximate centerline of U.S. Highway 271;

THENCE, N 88 deg. E an approximate distance of 8,012 feet to a point and being in the approximate centerline of S.H. 300;

THENCE, in a southeasterly direction with the approximate centerline of S.H. 300 an approximate distance of 5,651 feet to a point in same;

THENCE, in a southwesterly direction an approximate distance of 1,494 feet to a point and being in the approximate centerline of Dove Road;

THENCE, S 56 deg. E an approximate distance of 934 feet to a point;

THENCE, S 01 deg. E an approximate distance of 906 feet to a point;

THENCE, S 39 deg. W an approximate distance of 1,692 feet to a point;

THENCE, S 87 deg. W an approximate distance of 4,367 feet to a point;

THENCE, in a southwesterly direction an approximate distance of 2,136 feet to a point;

THENCE, S 03 deg. E an approximate distance of 2,447 feet to a point;

THENCE, S 47 deg. E an approximate distance of 2,413 feet to a point;

THENCE, S 04 deg. E an approximate distance of 2,068 feet to a point and being approximately 1118 feet north of the approximate centerline of Guinea Road;

4

THENCE, N 88 deg. E an approximate distance of 2,874 feet to a point;

THENCE, S 05 deg. E an approximate distance of 2,071 feet to a point and being approximately 751 feet north of the approximate centerline of Goldfinch Road;

THENCE, N 87 deg. E an approximate distance of 4,714 feet to a point and being approximately 834 feet north of the approximate centerline of Goldfinch Road;

THENCE, S 05 deg. E an approximate distance of 1,681 feet to a point;

THENCE, S 87 deg. W an approximate distance of 4,855 feet to a point and being approximately 918 feet south of the approximate centerline of Goldfinch Road;

THENCE, S 08 deg. W an approximate distance of 2,257 feet to a point;

THENCE, in a southeasterly direction an approximate distance of 3,461 feet to a point and being approximately 626 feet northeast of the approximate centerline of Bob-o-Link Road;

THENCE, S 42 deg. W an approximate distance of 1,067 feet to a point;

THENCE, in a northerly direction an approximate distance of 7,346 feet to a point and being approximately 748 feet west of the approximate centerline of Hill Road;

THENCE, S 88 deg. W an approximate distance of 1,040 feet to a point;

THENCE, in a southerly direction an approximate distance of 4,880 feet to a point and being approximately 1,615 feet west of the approximate centerline of U.S. 271;

THENCE, N 20 deg. W an approximate distance of 8,520 feet to a point and being approximately 1,160 feet west of the approximate centerline of U.S. Highway 271;

THENCE, S 87 deg. W an approximate distance of 5,137 feet to a point and being approximately 946 feet east of the approximate centerline of F.M. 2685;

THENCE, in a southerly direction an approximate distance of 6,216 feet to a point and being approximately 1,064 feet south of the approximate centerline of Pomegranate Road;

THENCE, S 88 deg. W an approximate distance of 966 feet to a point and being in the approximate centerline of F.M. 2685;

THENCE, in a southwesterly direction with the approximate centerline of F.M. 2685 an approximate distance of 14,691 feet to a point in same;

THENCE, N 88 deg. E an approximate distance of 3,000 feet to a point;

THENCE, in a southeasterly direction an approximate distance of 5,815 feet to a point;

THENCE, S 17 deg. W an approximate distance of 1,602 feet to a point;

THENCE, N 75 deg. W an approximate distance of 2,299 feet to a point;

VOL 461 PG 248

THENCE, in a northeasterly direction an approximate distance of 1,469 feet to a point;

THENCE, S 88 deg. W an approximate distance of 1,442 feet to a point and being approximately 1,115 feet east of the approximate centerline of F.M. 2685;

THENCE, S 02 deg. E an approximate distance of 8,523 feet to a point;

THENCE, S 43 deg. W an approximate distance of 1,367 feet to a point;

THENCE, S 56 deg. W an approximate distance of 1,108 feet to a point;

THENCE, S 68 deg. W, an approximate distance of 2,331 feet to a point;

THENCE, S 13 deg. W an approximate distance of 1,183 feet to a point;

THENCE, S 04 deg. E an approximate distance of 1,990 feet to a point; and being in the approximate centerline of U.S. Highway 80;

THENCE, S 73 deg. E with the approximate centerline of U.S. Highway 80 an approximate distance of 1,316 feet to a point in same;

THENCE, S 03 deg. E an approximate distance of 1,900 feet to a point;

THENCE, S 87 deg. W an approximate distance of 4,844 feet to a point and being approximately 626 feet south of the approximate centerline of Sweet Gum Road;

THENCE, N 03 deg. W an approximate distance of 2,393 feet to a point and being approximately 1,253 feet southwest of the approximate centerline of U.S. Highway 80;

THENCE, in a northwesterly direction an approximate distance of 20,260 feet to a point and being approximately 1,098 feet southwest of the approximate centerline of U.S. Highway 80;

THENCE, N 22 deg. E an approximate distance of 1,739 feet to a point;

THENCE, S 71 deg. E an approximate distance of 4,394 feet to a point and being approximately 470 feet northeast of the approximate centerline of U.S. Highway 80;

THENCE, N 01 deg. W an approximate distance of 3,503 feet to a point and being approximately 1,022 feet southwest of the approximate centerline of White Oak Road;

THENCE, N 57 deg. W an approximate distance of 2,930 feet to a point and being approximately 811 feet southwest of the approximate centerline of White Oak Road;

THENCE, N 08 deg. E an approximate distance of 3,336 feet to a point;

THENCE, N 47 deg. W an approximate distance of 3,392 feet to a point;

THENCE, S 87 deg. W an approximate distance of 4,319 feet to a point;

TRENCE, in a northerly direction an approximate distance of 10,098 feet to a point and being approximately 783 feet southeast of the approximate centerline of S.H. 155;

TRENCE, in a southwesterly direction an approximate distance of 8,604 feet to a point and being approximately 664 feet southeast of the approximate centerline of S.H. 155;

TRENCE, in a northwesterly direction an approximate distance of 10,173 feet to a point and being approximately 977 feet southwest of the approximate centerline of F.M. 1002;

TRENCE, S 88 deg. W an approximate distance of 3,446 feet to a point and being approximately 664 feet south of the approximate centerline of Bamboo Road;

TRENCE, N 02 deg. W an approximate distance of 7,293 feet to a point and being approximately 1,094 feet south of the approximate centerline of Catapla Road;

TRENCE, S 88 deg. W an approximate distance of 9,874 feet to a point and being approximately 452 feet west of the approximate centerline of Cork Road;

TRENCE, N 03 deg. W an approximate distance of 4,597 feet to a point and being approximately 790 feet southeast of the approximate centerline of F.M. 1795;

TRENCE, S 54 deg. W an approximate distance of 3,078 feet to a point and being approximately 608 feet southeast of the approximate centerline of F.M. 1795;

TRENCE, N 37 deg. W an approximate distance of 2,226 feet to a point;

TRENCE, N 53 deg. E an approximate distance of 4,251 feet to a point and being approximately 1,524 feet northwest of the approximate centerline of F.M. 1795;

TRENCE, N 11 deg. E an approximate distance of 3,753 feet to the Point of Beginning containing approximately 69,442 acres more or less.

FILED
REX A. SHAW
COUNTY CLERK

02 AUG -5 AM 11:58

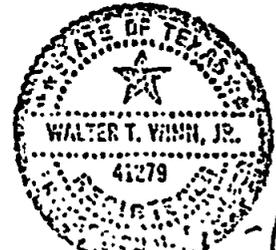
UPSHUR COUNTY, TX.

DEPUTY

STATE OF TEXAS COUNTY OF UPSHUR
 I hereby certify that this instrument was filed on the date
 and time entered hereon by me and was duly recorded in
 the volume and page of the named records of Upshur
 County, Texas as depicted hereon by me.

AUG 5 2002

REX A. SHAW
 COUNTY CLERK
 UPSHUR COUNTY, TEXAS



12-20-2000

22
31 Aug 2002

66150

Texas A&M University

Office of Continuing Education
certifies that

Myra Harris

FILED
REV A SHAW
PK
02 AUG 15 PM 3:55
COUNTY, TX.
DEPUTY

has earned **24** Continuing Education Unit(s)
for satisfactory completion of **24** hours
of organized instruction in

30th Annual County Treasurers Continuing Education Seminar

April 15, 2002 - April 18, 2002

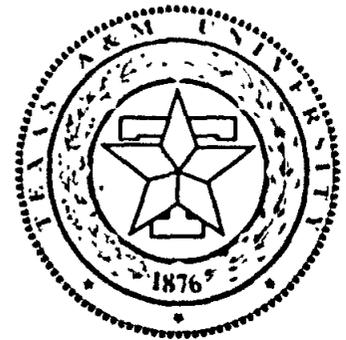
V.G. Young Institute of County Government

Richard D. Carg

Activity Director
Gale T. Wood

Office of Continuing Education
July 22, 2002

Date





Texas Cooperative
EXTENSION
The Texas A&M University System

V. G. Young Institute of County Government

certifies that

Myra Harris

*has completed 14 hours of Training in Financial Investments pursuant to the
PUBLIC FUNDS INVESTMENT ACT Article 2256 008 of the Texas Government Code as a part of the*

**30th Annual Seminar
for County Treasurers**

*Sponsored in cooperation with
The County Treasurers' Association of Texas, The Texas Association of Counties
and The Office of Continuing Education, Texas A&M University*

*College Station, Texas
April 15-18, 2002*

Christ P. Jell

Associate Vice Chancellor and Deputy Director
Texas Cooperative Extension

Rick O. G.
Program Chair

Jale T. Wood
Coordinator, Office of Continuing Education
Texas A&M University

John A. Ailmartin
Conference Chairman

Bill Helton
President, County Treasurers'
Association of Texas

FILED
REX A. SHAW
FOR
02 AUG 15 PM 3:55
COUNTY, TX.
BY
NEPDUY

VOL. 52 PG 418

vol 62 pg 499



Texas Cooperative
EXTENSION

The Texas A&M University System

V. G. Young Institute of County Government

certifies that

Myra Harris

participated in the

**30th Annual Seminar
for County Treasurers**

Sponsored in cooperation with

*The County Treasurers' Association of Texas, The Texas Association of Counties
and The Office of Continuing Education, Texas A&M University*

Associate Vice Chancellor and Deputy Director
Texas Cooperative Extension

Program Chair

College Station, Texas
April 15-18, 2002

Coordinator, Office of Continuing Education
Texas A&M University

Conference Chairman

President, County Treasurers'
Association of Texas

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:55
COUNTY, TX.
DEPUTY

VCL 62 PG 500

FILED
REX A. SHAW
COUNTY CLERK
02 AUG 20 PM 12: 23
UPSHUR COUNTY, TX. COUNTY CODE 230
BY _____ DEPUTY

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by: Michael L. Smith, Tax Assessor-Collector of Upshur County
During the month of: JULY 2002

The State of Texas, County of Upshur
I, Michael L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of July 2002 showing the total collections as follows, viz:

STATE AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE (ART.7335)

0.00 X 15% = 0.00

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT DELINQUENT	\$58870 58	\$9858 48	\$7502 41				\$76231 47
DELINQUENT	\$20237 98	\$10757 28	\$4649 19	-0 28			\$35644 17
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTALS	\$79108 56	\$20615 76	\$12151 60	-0 28			\$111875 64

Michael L. Smith
TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS.
Sworn to and subscribed before me this
9th day of July 2002 A. D.

Rex Shaw
COUNTY CLERK, UPSHUR COUNTY, TEXAS

I, Rex Shaw, County Clerk of Upshur County,
do here by certify that I have carefully examined
the above mentioned Monthly Report of Taxes Collected
by Michael L. Smith, Tax Assessor-Collector
of said county

Rex Shaw
COUNTY CLERK, UPSHUR COUNTY, TEXAS

PAY DELINQUENT TAX ATTORNEY: \$12151.60

MONTHLY REPORT VOL 62 PG 501
FOR
AD VALOREM TAXES and FEES
JULY 2002

CURRENT DELINQUENT	\$58,870.58
DELINQUENT TAXES	\$20,237.98
PENALTY & INTEREST	\$20,615.76
TOTAL ATTORNEY FEES COLLECTED	\$12,151.60
TAX CERTIFICATES & FEES	\$982.00
RETURN CHECK FEES	\$60.00
BEER & ALCOHOL FEES	\$0.00
VOTER LIST	\$0.00
MISCELLANEOUS FEES	\$0.00
VARIANCE	-\$0.28
FEDERAL FLOOD CONTROL	\$0.00
DIANA FEE COLLECTION	\$0.00
MANUAL DISTRIBUTION	\$0.00
TOTAL COLLECTIONS	\$112,917.64

AD VALOREM INTEREST	\$338.78
HWY DEPARTMENT INTEREST	\$573.47

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UPSHUR COUNTY TAX ASSESSOR COLLECTOR
THE SOFTWARE GROUP, INC.

ATC SYSTEM
RECAP REPORT FOR ENTITY 230 07/01/02 THRU 07/31/02

02 Aug 2002
PAGE 2

YR	ORIG TAX	ADJ CHG	TAX DUE	NEW ADJ TAX	TAX PAID	DISC/P&I	ATT FEE	NET PAID	AMOUNT PAID	VARIANCE
86	60823.27	-483.69	60419.58		13.05	25.82	5.83	44.70	44.70	0.00
87	65889.89	-113.08	65776.81		13.38	24.88	5.73	43.99	43.99	0.00
88	63063.14	-102.82	62960.32		82.52	143.62	33.90	260.04	260.04	0.00
89	68335.98	3.98	68399.96		202.75	328.43	79.58	610.86	610.86	0.00
90	63486.23	17.74	63503.97		70.73	106.14	26.53	203.40	203.40	0.00
91	70822.57	23.39	70825.96		162.19	223.76	57.32	443.87	443.87	0.00
92	83163.25	24.49	83187.74		143.90	181.06	48.75	373.71	373.71	0.00
93	101613.94	-2.58	101611.36		506.04	576.31	162.45	1245.40	1245.40	0.00
94	120086.06	-2.48	120083.58		458.71	467.84	139.00	1065.55	1065.55	0.00
95	150086.56	-2.59	150083.97		1213.77	1091.57	345.79	2651.13	2651.13	0.00
96	196231.83	-2.65	196229.18		1132.98	883.27	302.41	2318.66	2318.66	0.00
97	269253.88	-22.60	269231.28		1661.86	1095.91	413.69	3171.46	3171.47	0.01
98	45820.85	-22.60	458178.25		2928.83	1577.39	675.91	5182.13	5182.14	0.01
99	5680687.14	-2.77	5680684.37		3982.41	1667.50	847.52	6497.43	6497.45	0.02
00	6069551.19	-177.14	6069374.05		7625.18	2278.77	1485.45	11389.40	11389.11	-0.29
01	7261946.68	-785.07	7261161.61		50870.58	9858.48	7502.41	76231.47	76231.46	-0.01
230	20936938.68	-1989.76	20964348.92		75108.56	20615.76	12151.00	111875.92	111875.64	-0.28

UPSHUR COUNTY TAX ASSESSOR COLLECTOR
THE SOFTWARE GROUP, INC.

ATC SYSTEM
RECAP REPORT FOR ENTITY 230 07/01/02 THRU 07/31/02

02 Aug 2002
PAGE 1

YR	ORIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/P&I	ATT	FEE	NET	PAID	AMOUNT	PAID	VARIANCE
39	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
40	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
41	0.13		0.00		0.13		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
42	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	2.00	2.00	0.00
43	0.95		0.00		0.95		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	2.00	2.00	0.00
44	0.00		0.00		0.00		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	2.00	2.00	0.00
45	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
46	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
47	0.07		0.00		0.07		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
48	0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
49	2.12		0.00		2.12		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
50	2.13		0.00		2.13		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
51	4.03		0.00		4.03		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
52	4.68		0.00		4.68		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
53	165.44		0.00		165.44		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
54	110.47		0.00		110.47		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
55	6.78		0.00		6.78		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
56	6.78		0.00		6.78		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
57	7.70		0.00		7.70		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
58	7.07		0.00		7.07		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
59	11.31		0.00		11.31		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
60	9.24		0.00		9.24		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
61	37.33		0.00		37.33		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
62	12.26		0.00		12.26		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
63	146.77		0.00		146.77		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
64	21.31		0.00		21.31		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
65	40.67		0.00		40.67		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
66	26.29		0.00		26.29		0.00		0.00	0.20	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
67	81.87		0.00		81.87		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
68	89.65		-0.75		88.90		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
69	163.05		-2.05		161.00		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
70	150.61		0.00		150.61		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
71	157.67		0.00		157.67		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
72	175.07		0.00		175.07		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
73	144.42		-2.06		142.36		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
74	155.93		-2.07		153.86		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
75	332.56		0.00		332.56		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
76	590.90		-3.13		587.77		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
77	572.93		-1.00		571.93		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
78	732.68		-41.00		691.68		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
79	1318.07		-41.00		1277.07		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
80	1769.24		0.00		1769.24		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
81	16625.95		-105.28		16520.67		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
82	29407.09		-57.60		29350.29		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
83	29615.67		-66.66		29549.01		0.00		0.00	0.00	0.00	0.00	0.20		0.00	0.00	0.00	0.00	0.00
84	46078.17		-10.44		46067.73		9.89		21.96	9.89	21.96	4.78	36.63		36.63	36.63	36.63	36.63	-0.00
85	54150.26		-86.25		54064.01		29.79		62.45	29.79	62.45	13.85	106.09		106.09	106.09	106.09	106.09	0.00

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CURRENT ROLL	CURRENT MTD	CURRENT YTD
Current Taxes Collected	58,878.58	6,629,322.75
M&O Collected	52,272.47	6,179,888.31
T&S Collected	5,599.46	649,515.13
Penalty and Interest	3,858.48	62,461.06
Attorney Fees	7,582.41	9,412.53
Overage	(8.01)	4,744.66
Total Funds Collected	76,231.46	6,585,341.00

2001 Tax Levy Roll		7,300,549.15
Supplements	(785.87)	(39,387.54)
Adjusted Tax Levy Roll		7,261,161.61

Prior Month Taxes Collected	6,770,452.17	
Current Month Taxes Collected	58,878.58	
Total Taxes Collected		6,829,322.75

Balance of Current Roll		431,838.86
% of Current Roll Collected		94.8528

DELINQUENT ROLL	CURRENT MTD	CURRENT YTD
Delinquent Taxes Collected	20,237.98	271,151.89
M&O Collected	18,611.24	248,758.65
T&S Collected	1,626.20	22,391.17
Penalty and Interest	10,757.28	139,632.75
Attorney Fees	4,649.19	61,822.62
Overage	(8.27)	18.22
Total Funds Collected	35,644.18	472,874.28

Delinquent Tax Levy Roll		1,623,814.74
Supplements	(1,284.69)	(48,716.82)
Adjusted Tax Levy Roll		1,583,235.92

Prior Month Taxes Collected	250,513.11	
Current Month Taxes Collected	20,237.98	
Total Taxes Collected		271,151.89

Balance of Delinquent Roll		1,311,944.83
% of Delinquent Roll Collected		17.1279

Total Tax Outstanding		1,743,783.69
-----------------------	--	--------------

(230) JOSHUA COUNTY

	#ITEMS	LEVY M&O	LEVY S&S	TAX DUE	DISC / PAI	TURNEY FEE	FEE	AMOUNT PAID	AMOUNT DUE	WARDENAGE
1980	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1981	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1984	4	3.39	0.00	3.39	0.00	4.78	0.00	20.61	16.62	0.00
1985	7	29.79	0.00	29.79	0.00	13.00	0.00	106.09	106.09	0.00
1986	9	13.05	0.00	13.05	0.00	5.83	0.00	44.70	44.70	0.00
1987	8	11.25	0.00	11.25	0.00	5.73	0.00	40.79	40.79	0.00
1988	9	71.41	11.11	82.52	143.62	23.90	0.00	262.24	262.24	0.00
1989	14	176.90	25.35	202.25	226.40	19.00	0.00	618.06	618.06	0.00
1990	13	62.35	8.38	70.73	106.14	26.53	0.00	223.40	223.40	0.00
1991	14	142.20	20.11	162.31	223.76	57.92	0.00	442.87	442.87	0.00
1992	19	127.32	16.53	143.85	181.06	43.75	0.00	373.71	373.71	0.00
1993	23	452.45	53.25	505.70	576.31	162.45	0.00	1245.40	1245.40	0.00
1994	34	412.82	45.89	458.71	467.84	139.20	0.00	1025.55	1025.55	0.00
1995	57	1,480.91	64.96	1,545.87	1,091.57	342.79	0.00	3,651.13	3,651.13	0.00
1996	47	1,235.99	35.99	1,271.98	883.27	302.41	0.00	2,913.65	2,913.65	0.00
1997	73	1,529.55	132.30	1,661.85	1,035.91	413.25	0.00	3,117.47	3,117.47	0.00
1998	130	2,657.64	271.19	2,928.83	1,577.39	675.91	0.00	5,182.14	5,182.14	0.00
1999	177	2,522.41	0.00	2,522.41	1,507.50	847.52	0.00	6,437.45	6,437.45	0.00
2000	250	6,746.42	878.22	7,624.64	2,272.77	1,405.45	0.00	11,324.11	11,324.11	0.00
2001	1,119	52,272.47	5,539.46	57,811.93	16,538.40	7,522.41	0.00	76,872.74	76,872.74	0.00
Entity 230	2348	71,681.71	7,225.65	79,907.36	22,615.76	12,151.60	0.00	119,755.64	119,755.64	0.00

VOL 62 PG 506

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPBUR COUNTY COMMISSIONERS COURT
COURTY OF UPBUR
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY Kevin & Michelle ^{Bowden} ~~Battis~~
1974 FM 726
Gilmer, TX 75645

FM 726 ROAD.

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

RESPECTFULLY YOURS,
Kevin ~~Battis~~ ^{Bowden}

Michelle ~~Battis~~ ^{Bowden} Michelle Bowden

PRECINCT ONE

DATE August 7, 2002

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Joe Orms
JOE ORMS, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

Rick Jackson
RICK JACKSON, COMMISSIONER 3

Russell Green Jr.
RUSSELL GREEN JR., COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
02 AUG 15 PM 3:55
UPBUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE: August 12, 2002

Formal notice is hereby given that Robert ^aMixon, whose principal address is P. O. Box 151011, Longview, TX 75641, does hereby purpose to place a culvert within the ROW of County Road Willow Oak Road. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of August, 2002. I, Robert ^aMixon, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Robert Ellis Mixon Jr.

TELEPHONE 903-845-2895

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated August 12, 2002, except as noted below:

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

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

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

VOL 602 PG 507

VOL 602 PG 508

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

APPROVED ON THIS _____ DAY OF August, 2002.

[Signature]
County Judge - Charles Still

[Signature]
Commissioner, Precinct #1, Joe Orms

[Signature]
Commissioner, Precinct #2, Tommy Stanley

Commissioner, Precinct #3, Rick Jackson

[Signature]
Commissioner, Precinct #4, Russell Green

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:56
UPSON COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1DATE 8-8-02

Formal notice is hereby given that ENBRIDGE PIPELINES (NE TEXAS) L.L.C. whose principal address is 540 PRIVATE ROAD 2297, LONGVIEW, TX 75604 does hereby propose to place a

GAS PIPELINES within the ROW of County Road BLUEBIRD RD.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 12TH day of AUGUST, 2002

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

NAME: ENBRIDGE PIPELINES (NE TEXAS) L.L.C. By: JACK G. LANGSTON

PHONE: 903-734-5821 (INDIAN ROCK GAS PLANT - GILMER, TX)

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed gas pipelines as shown by accompanying drawings and notice dated 8-8, 2002, except as noted below

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

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

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

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

APPROVED ON THIS _____ DAY OF August, 2002

Charles Still
County Judge-Charles Still

Joe Orms
Commissioner Precinct # 1, Joe Orms

Tommy Stanley
Commissioner Precinct # 2. Tommy Stanley

Commissioner Precinct # 3 , Rick Jackson

Russell Green
Commissioner Precinct # 4 , Russell Green

FILED
REX A SHAW
CLERK
02 AUG 15 PM 3:56
DEPUTY
BY _____
COUNTY, TX.

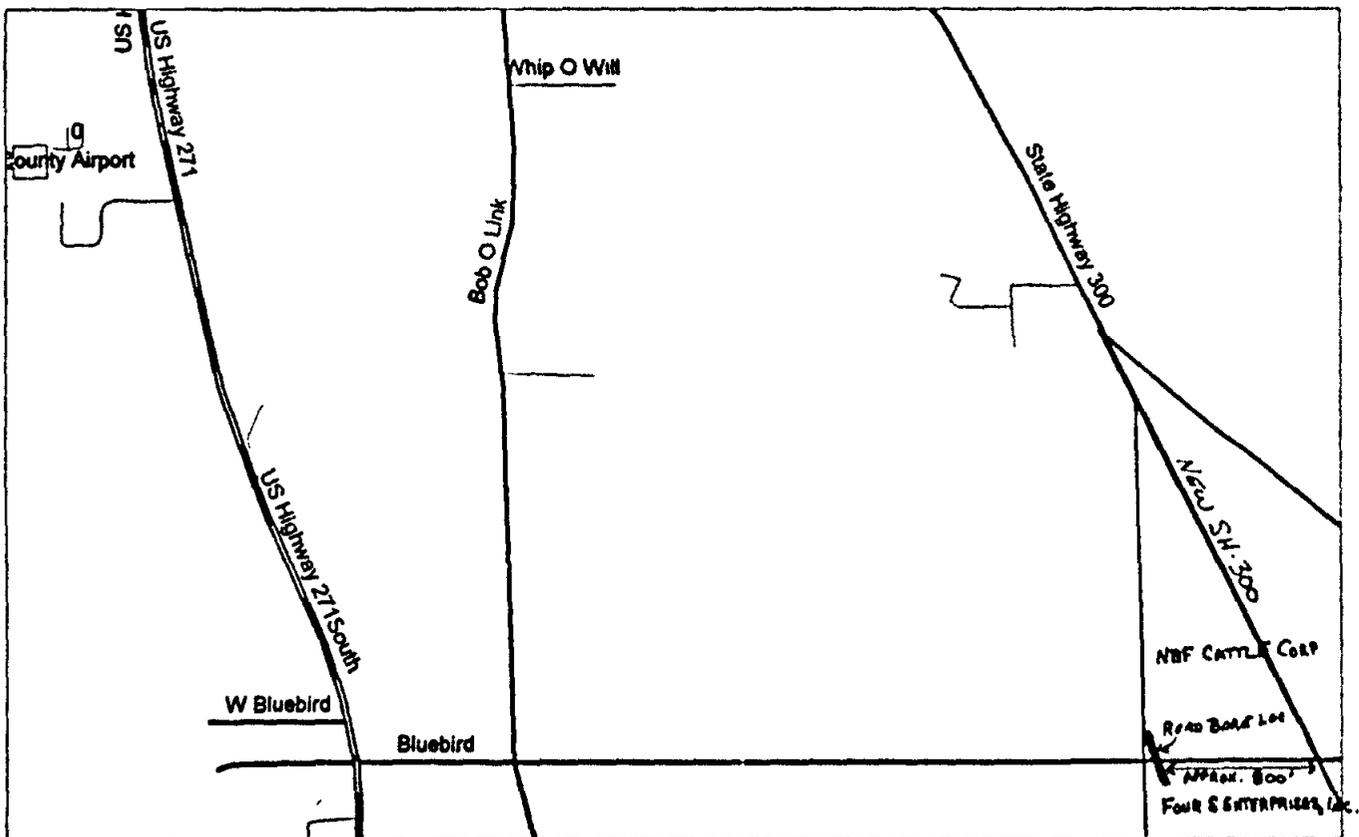
Enbridge Pipelines (NE Texas) L.L.C.:

Proposed Upshur County, Texas Pipeline Road Crossing

Location: Bluebird Rd. @ Approximately 800' West of it's Intersection with State Highway - 300. Landowner on North Side of Bluebird Rd. is NBF Cattle Corp. and Landowner on South Side of Bluebird Rd. is Four S Enterprises, Inc..

Location will be bored and all road bores will be at a substantial depth so as to not interfere with future road repairs or reconstruction. Road Bore configurations indicated below are the same as for recent State Highway crossings, approved by State of Texas, Department of Transportation, Gilmer, Texas Office.

	BORE CONFIGURATION
<p>A SALTWATER/CONDENSATE LINE 2.31"x0.18" w.t. 2300# FIBERGLAS PIPE ENCASED IN STEEL PIPE 4.5"x0.337" w.t., GR. B SEAMLESS EPOXY FUSION BOND COATED</p>	
<p>B RESIDUE GAS LINE MAWP 1440 p.s.i. UNCASED STEEL PIPE 2.375"x0.218" w.t., GR. B SEAMLESS EPOXY FUSION BOND COATED</p>	
<p>C GAS GATHERING LINE MAWP 1440 p.s.i. UNCASED STEEL PIPE 3.5"x3.00" w.t., GR. B SEAMLESS EPOXY FUSION BOND COATED</p>	



FILED
REVA SHAW
CLERK
02 AUG 15 PM 3:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 62 PG 512

Enbridge Pipelines (NE Texas) L.L.C.:

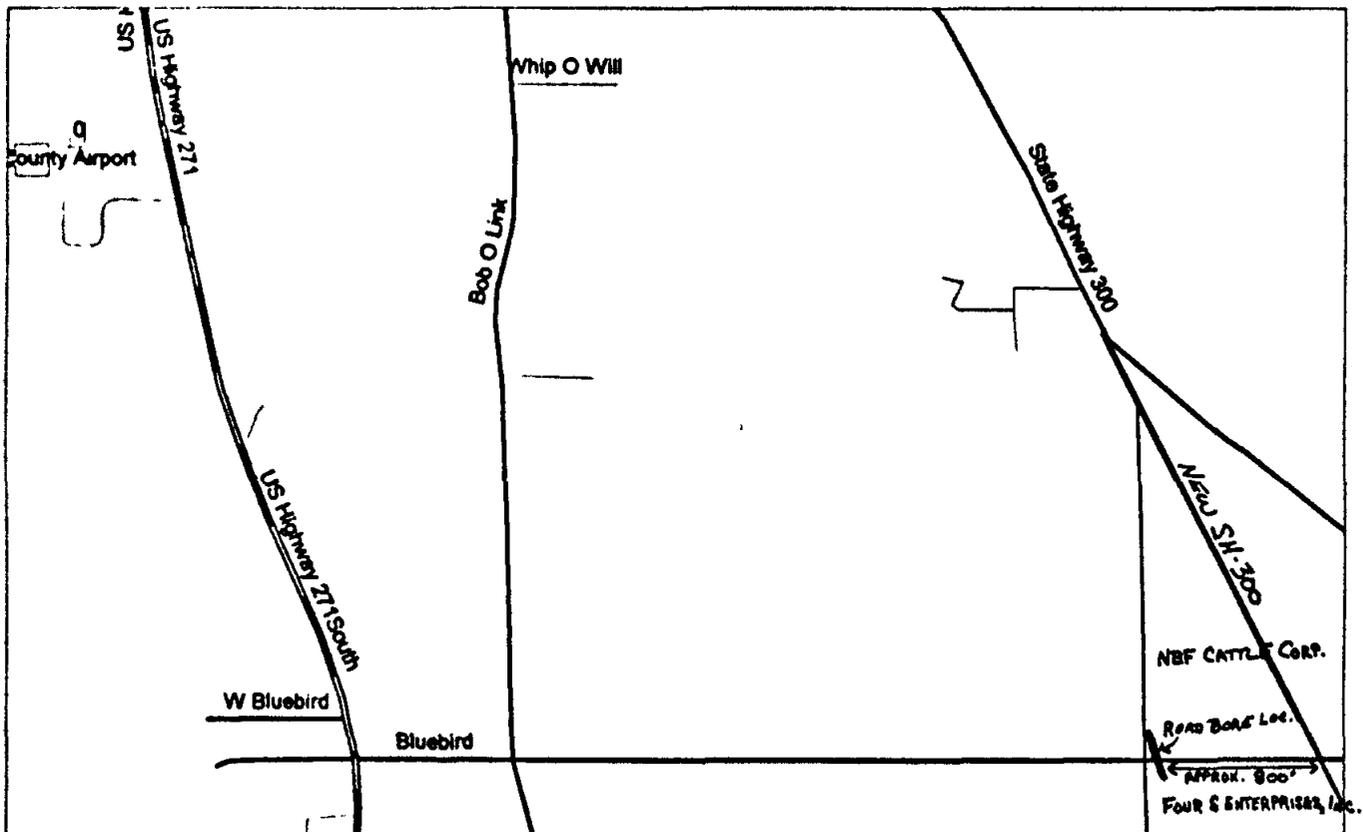
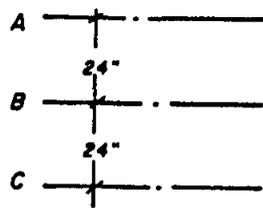
Proposed Upshur County, Texas Pipeline
Road Crossing

Location: Bluebird Rd. @ Approximately 800' West of it's Intersection with State Highway - 300. Landowner on North Side of Bluebird Rd. is NBF Cattle Corp. and Landowner on South Side of Bluebird Rd. is Four S Enterprises, Inc..

Location will be bored and all road bores will be at a substantial depth so as to not interfere with future road repairs or reconstruction. Road Bore configurations indicated below are the same as for recent State Highway crossings, approved by State of Texas, Department of Transportation, Gilmer, Texas Office.

- A SALTWATER/CONDENSATE LINE
2.31"x0.18" w.t. 2900# FIBERGLAS PIPE
ENCASED IN STEEL PIPE 4.5"x0.337" w.t. GR. B
SEAMLESS EPOXY FUSION BOND COATED
- B RESIDUE GAS LINE
MAWP 1440 p.s.i.
UNCASED STEEL PIPE 2.375"x0.218" w.t. GR. B
SEAMLESS EPOXY FUSION BOND COATED
- C GAS GATHERING LINE
MAWP 1440 p.s.i.
UNCASED STEEL PIPE 3.5"x3.00" w.t. GR. B
SEAMLESS EPOXY FUSION BOND COATED

BORE CONFIGURATION



FILED
R. J. A. SHAW
F.P.K.
02 AUG 15 PM 3:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

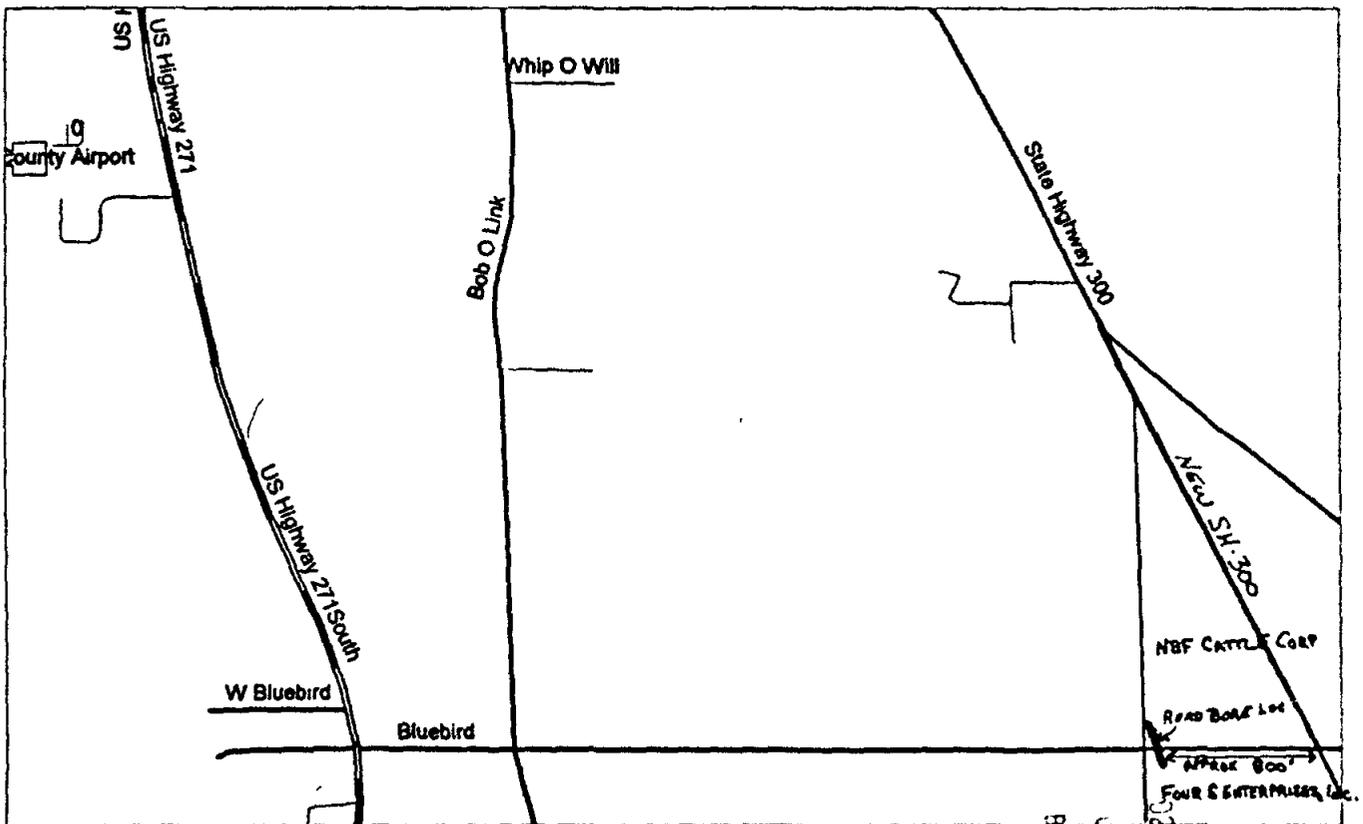
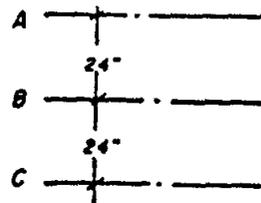
Enbridge Pipelines (NE Texas) L.L.C.: Proposed Upshur County, Texas Pipeline Road Crossing

Location: Bluebird Rd. @ Approximately 800' West of it's Intersection with State Highway - 300. Landowner on North Side of Bluebird Rd. is NBF Cattle Corp. and Landowner on South Side of Bluebird Rd. is Four S Enterprises, Inc..

Location will be bored and all road bores will be at a substantial depth so as to not interfere with future road repairs or reconstruction. Road Bore configurations indicated below are the same as for recent State Highway crossings, approved by State of Texas, Department of Transportation, Gilmer, Texas Office.

- A SALTWATER/CONDENSATE LINE
2.31"x0.18" w.l. 2500# FIBERGLAS PIPE
ENCASED IN STEEL PIPE 4.5"x0.337" w.l., GR. B
SEAMLESS EPOXY FUSION BOND COATED
- B RESIDUE GAS LINE
MAWP 1440 p.s.i.
UNCASED STEEL PIPE 2.375"x0.218" w.l., GR. B
SEAMLESS EPOXY FUSION BOND COATED
- C GAS GATHERING LINE
MAWP 1440 p.s.i.
UNCASED STEEL PIPE 3.5"x3.00" w.l., GR. B
SEAMLESS EPOXY FUSION BOND COATED

BORE CONFIGURATION



FILED
R. V. SHAW
FRK
AUG 15 PM 3:56
UPSHUR COUNTY, TX.
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE 8-1-02

Formal notice is hereby given that Matador Petroleum whose principal address is 8340 Meadow Rd., Suite 150, / Dallas, TX 75231 does hereby propose to place a bore / gas line within the ROW of County Road Verbena, south of Hwy. 155

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 15th day of August, 2002.

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

NAME Mark Oliver

PHONE 469-644-8527

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed boring / gas line as shown by accompanying drawings and notice dated August 1, 2002, except as noted below:

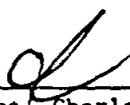
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase,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

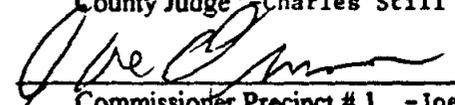
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

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

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

APPROVED ON THIS _____ DAY OF August, 2002


County Judge Charles Still


Commissioner Precinct # 1 -Joe Orms


Commissioner Precinct # 2 -Tommy Stanley

Commissioner Precinct # 3 - Rick Jackson


Commissioner Precinct # 4-Russell Green

FILED
REX A SHAW
FRK
02 AUG 15 PM 3:56
SULLY COUNTY, TX.
BY _____ DEPUTY

VOL 62 PG 516

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 13

DATE 8-1-02

Formal notice is hereby given that ELLIOTT DEAN whose principal address is P.O. BOX 186, GILMER, TX 75665 does hereby propose to place a CULVERT within the ROW of County Road ASPEN. 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 _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Elliott Dean TITLE _____

0-3-843-2418

APPROVAL OF PERMIT APPLICATION

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

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant 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 complete 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 lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE
COMMISSIONER PCT. 1
COMMISSIONER PCT. 2

COMMISSIONER PCT. 3
COMMISSIONER PCT. 4

DEPUTY
COUNTY, TX.
02 AUG 15 PM 3:56
FILED
SIX A SHAW
ERK

11-11-19

VOL 62 PG 518

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 8-07-02

Formal notice is hereby given that Barbara Fortune whose principal address is 3847 Juttle Pittsburg, 75687 does hereby propose to place a culvert within the ROW of County Road #2454

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 30 day of August, 2002.

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

NAME: Barbara Fortune
PHONE 903-399-9155

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated August 7, 2002, except as noted below:

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

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

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

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

APPROVED ON THIS _____ DAY OF August, 2002

cl
County Judge - Charles Still

Joe Orms
Commissioner Precinct # 1 - Joe Orms

Tommy Stanley
Commissioner Precinct # 2 - Tommy Stanley

Commissioner Precinct # 3 - Rick Jackson

Russell Green
Commissioner Precinct # 4 - Russell Green

FILED
RFY A CHAW
02 AUG 15 PH 3:56
COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned L. C. Miller - Fowler Trucking, LLC 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) On Bison Rd. 3/10 of a mile to Fm 852

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 Permit # 17 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

✓
First Party Signature

P.O. Box 1805
Street or Box

Vulgate, Tx. 75663
City, State and Zip Code

903-983-3071
Telephone

Timber Tract

8-7-02
Date Signed

County Judge

[Signature]

Commissioner # 1

[Signature]

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A SHAW
COUNTY CLERK
02 AUG 15 PM 3:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 62 PG 52

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned I.E. MILLER-FOWLER TRUCKING, LLC, 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) ON BISON ROAD 3/4 OF A MILE TO FM 852

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 PIONEER #17 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.

[Signature]
First Party Signature

P.O. Box 1805
Street or Box

KILGORE, TX. 75663
City, State and Zip Code

903-983-3071
Telephone

Timber Tract
8-7-02
Date Signed

[Signature]
County Judge

[Signature]
Commissioner # 1

[Signature]
Commissioner # 2

[Signature]
Commissioner # 3

[Signature]
Commissioner # 4

Date Signed

BY _____ DEPUTY

02 AUG 15 PM 3:56
UPSHUR COUNTY, TX.

FILED
PER A. SHAW
TRK

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 62 PG 522

Jones # 7

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

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

EVERGREEN RD

Approx. 1 mi. west of hwy. 271 on north side

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

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 HEAVY EQUIPMENT from its lands located in Precinct No. 3 Upshur County.

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

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement

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

David Sanders
First Party signature

P.O. Box 81
Street or Box
Tenn. Colony, TX 75861
City, State and Zip Code

903/928-3359
Telephone

_____ 08/07/02
Tractor Tract Date signed

County Judge

Commissioner

Commissioner 2

Commissioner 3

Commissioner 4

Date signed

Permit issued for a period not to exceed 90 days

FILED
REX A. SHAW
CLERK
02 AUG 15 PM 3:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

ATTENDANCE SIGN-IN SHEET
 LOCATION: UPSHUR COUNTY LIBRARY ANNEX
 DATE: 8-15-02

1. <u>Jayne Morrison</u>	1. <u>Gilmer</u>
2. <u>Bill Thompson</u>	2. <u>our city</u>
3. <u>Robert Andrews</u>	3. <u>our city</u>
4. <u>Barbara Fairbanks</u>	4. <u>OKC City</u>
5. <u>Donny McCoy</u>	5. <u>Longview</u>
6. <u>Jean Small</u>	6. <u>Longview</u>
7. <u>Pam Long</u>	7. <u>Chamber</u>
8. <u>Arnold Guines</u>	8. <u>Gilmer</u>
9. <u>Mac Overton</u>	9. <u>"</u>
10. <u>Terry Winn</u>	10. <u>M... ..</u>
11. <u>Bob Staley</u>	11. <u>KSA Engineers, Inc.</u>
12. <u>Chester Studdard</u>	12. <u>"</u>
13. <u>Jim Bowling</u>	13. <u>Gilmer</u>
14. <u>Lee V. Hobbs</u>	14. <u>Gilmer</u>
15. <u>Charles Daniels</u>	15. <u>Gilmer</u>
16. <u>Phillip Jensen</u>	16. <u>"</u>
17. <u>Tom Ratchiff</u>	17. <u>Bldg maint</u>
18. <u>VANCE LOWRY</u>	18. <u>Gilmer</u>
19. <u>Buck C. Ross</u>	19. <u>Gilmer</u>
20. <u>Harland Williams</u>	20. <u>Gilmer</u>
21. <u>Lee Williams</u>	21. <u>Gilmer</u>
22. <u>Mary Harris</u>	22. <u>Gilmer</u>
23. <u>David L. McMiller</u>	23. <u>Gilmer</u>
24. <u>"</u>	24. <u>Gilmer</u>
25. <u>"</u>	25. <u>Gilmer</u>

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