

FILED
REX A. SHAW
COUNTY CLERK

DEC 12 AM 8:42

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, DECEMBER 16, 2002, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS, TX.

AGENDA

BY _____ DEPUTY

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Accept financial statements.
4. Accept departmental audits.
5. Consider approval of expenditures.
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 report.
10. Consider bids on property foreclosed for delinquent taxes.
11. Open Bids on Janitorial Duties for Upshur County Buildings and take any action necessary.
12. Open bids for equipment for Pet #3.
13. Consider the approval of a payroll change for Ernest Hoye.
14. Consider the approval of Kristian Culverson to the Upshur County Judges Office.
15. Discuss and take action concerning the Commissioners salary due to the implementation of the Unit Road System.
16. Discuss and take necessary action concerning the Juvenile Officer Grant.
17. Discuss and take necessary action concerning the Alternative Education Program.
18. Hear from David Royer concerning ambulance transport. Discuss and take action.
19. Hear Justice of the Peace W.V. Ray discuss the status of secretary Sherry Jeweks.
20. Consider approving a Title IV-E. Child Welfare Services Contract with the Texas Department of Protective and Regulatory Services

21. Adopt a resolution to the Texas Department of Transportation concerning the rerouting of traffic on 154 to 1795 and 49.
22. Accept for signature the excessive Force Resolution.
23. Accept for recording a letter and attachments from the First National Bank concerning a checking account that the Upshur County Tax-Assessor Collector has with them.
24. Accept for recording 2002 Personal, Real Mineral Levy Roll and the Monthly report of State and County Taxes Summery from the Upshur County Tax-Assessor Collector.
25. Accept for recording a news release and letter from TXDOT concerning Area Intersection to Receive New Signals, Flashing Beacons.
26. Accept for recording any and all Bonds, Oaths and Deputations.
27. Approve applications for use of Upshur County roads and right of way.



Charles L. Still
County Judge
Upshur County Judge

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



Rep. A. [Signature]
County Clerk
Upshur County, Texas

NOTICE OF SPECIAL MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, DECEMBER 16, 2002, 9:00 AM, REGULAR SESSION ADDENDUM
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

REGULAR SESSION ADDENDUM

1. Accept for recording a signed copy of an Interlocal Agreement between Upshur County and East Mountain, Texas.
2. Accept for recording the Monthly Report of State and County Taxes Summery.

Charles L. Still

Charles L. Still
County Judge
Upshur County, Texas

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 13 AM 11:38
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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



Rex A. Shaw
County Clerk
Upshur County, Texas

UPSHUR COUNTY COMMISSIONERS COURT

12-16-2002

COMMISSIONERS' COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 11-27-2002. MOTION CARRIED.
2. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE BUDGET AMENDMENTS AS PRESENTED BY THE COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.
3. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT FINANCIAL STATEMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. FINANCIAL STATEMENTS FOR MONTH ENDED NOVEMBER 2002 ON FILE IN THE COUNTY CLERKS' OFFICE.
4. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT THE DEPARTMENTAL AUDITS AS PRESENTED BY THE COUNTY AUDITOR. MOTION CARRIED. LETTER FROM COUNTY AUDITOR ATTACHED.
5. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE PAYING BILL PREVIOUSLY PRESENTED TO COMMISSIONERS COURT ON NOVEMBER 27, 2002. PREVIOUS ACTION WAS TO ASK SCHOOLS TO PAY BILL. MOTION CARRIED.
6. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED ON 11-27-2002 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

7. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO APPROVE THE FOLLOWING PAYROLL CHANGES:

PAM EDGE-DUE TO TRANSFER
KIMBERLY PEEL-JP. #2-DUE TO NEW HIRE (EFFECTIVE 1-1-2003)
JERRY WRIGHT-R & B-DUE TO INTRODUCTORY PERIOD ENDED

GLEND A COX-COUNTY CLERKS OFFICE-DUE TO NEW HIRE
 EARNEST HOYE-R & B-DUE TO PROMOTION
 KRISTIN CULBERSON-COMMISSIONERS COURT-NEW HIRE
 MOTION CARRIED ON ALL PAYROLL CHANGES. COPIES OF ALL
 PAYROLL CHANGE REPORTS ATTACHED.

8. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANELY TO
 ACCEPT PAYROLL REGISTER. MOTION CARRIED. PAYROLL REGISTER
 ATTACHED

9. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO
 APPROVE TREASURER'S MONTHLY REPORT. MOTION CARRIED.
 MONTHLY REPORT ATTACHED.

10. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO
 ACCEPT BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES.
 AMOUNT OF BID IS \$1,625.00 FOR PROPERTY IN THE L.B. BROWN
 SURVEY. MOTION CARRIED.

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO
 ACCPET TWO SEPARATE BIDS SUBMITTED FOR PROPERTY STRUCK OFF
 FOR TAXES. AMOUNT OF BOTH BIDS IS \$700.00 FOR 2 LOTS IN RAINTREE
 LAKES. MOTION CARRIED.

11. THE FOLLOWING SEALED BIDS WERE SUBMITTED FOR JANITORIAL
 DUTIES FOR UPSHUR COUNTY BUILDINGS

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
KATHY PRINCE	78,000 00 (ANNUALLY)
WALKER JANITORIAL	40,000.00(ANNUALLY)
— TED COLLIER	3,250 00 (PER MONTH) —
BULFINCH CUSTODIAL SER.INC.	49,668.00(PER MONTH)
FEATHER DUSTERS OF AMERICA	47,000.00(ANNUALLY)
FEATHER DUSTERS OF AMERICA	51,000.00(ANNUALLY CLEAN SUB-COURT ALSO)
J&J CLEANING SERVICE	33,750.00(JAN. THRU SEPT. 2003) (45,000 ANNUALLY)

MOTION BY JOEY ORMS SECONDED BY RUSSELL GREEN TO ACCEPT
 ALL BIDS AND TO TABLE ANY ACTION UNTIL COURT GOES OVER EACH
 BID. MOTION CARRIED. ALL BIDS ATTACHED.

12. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BIDS FOR EQUIPMENT FOR PRECINCT #3. THERE WERE NO BIDS SUBMITTED TO OPEN.
13. NO ACTION TAKEN ON AGENDA ITEM CONCERNING APPROVAL OF PAYROLL CHANGE FOR ERNEST HOYE. (THIS ACTION WAS DONE IN AGENDA ITEM #7.)
14. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE HIRING KRISTIN CULBERSON TO THE UPSHUR COUNTY JUDGES OFFICE. MOTION CARRIED.
15. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO TABLE ANY ACTION ON AGENDA ITEM CONCERNING THE COMMISSIONER'S SALARY DUE TO THE IMPLEMENTATION OF THE UNIT ROAD SYSTEM UNTIL AFTER THE FIRST OF THE YEAR. MOTION CARRIED.
16. & 17. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ADOPT THE FOLLOWING RESOLUTIONS FOR THE JUVENILE OFFICER GRANT AND FOR THE ALTERNATIVE EDUCATION PROGRAM. MOTION CARRIED. RESOLUTIONS ATTACHED.
17. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT PROPOSAL SUBMITTED BY UPSHUR COUNTY AMBULANCE SERVICE. MOTION CARRIED. AGREEMENT BETWEEN UPSHUR COUNTY AMBULANCE SERVICE AND UPSHUR COUNTY ATTACHED.
20. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO APPROVE TITLE IV-E CHILD WELFARE SERVICES CONTRACT WITH THE TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES. MOTION CARRIED. CONTRACT ATTACHED.
21. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING THE REROUTING OF TRAFFIC ON HWY 154W TO FM 1795 AND FM 49. MOTION CARRIED. RESOLUTION ATTACHED.
22. COPY OF SIGNED EXCESSIVE FORCE RESOLUTION PLACED INTO MINUTES FOR RECORDING PROPOSED ONLY.
23. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING, LETTER FROM FIRST NATIONAL BANK CONCERNING ONLINE VEHICLE REGISTRATION. MOTION CARRIED. LETTER AND REQUEST FORM ATTACHED.

24. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT FOR RECORDING, 2002 PERSONAL, REAL MINERAL LEVY ROLLS FROM UPSHUR COUNTY TAX-ASSESSOR COLLECTOR. MOTION CARRIED. COPY ATTACHE.D
25. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, NEWS RELEASE AND LETTER FROM TXDOT CONCERNING AREA INTERSECTION TO RECEIVE NEW SIGNALS, FLASHING BEACONS. MOTION CARRIED. COPIES ATTACHED.
26. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE FOLLOWING:
 - A. STATEMENT OF ELECTED/APPOINTED OFFICE FOR DONALD JETER
 - B. OATH OF OFFICE FOR DONALD JETER
 - C. DEPUTATION OF DONALD JETER
 - D. OFFICIAL BOND AND OATH OF CAROLYN PERRY-J.P. PCT. #3
 - E. CONTINUATION CERTIFICATE OF DEPUTY CONSTABLE THERON RAY TURNER
 - F. BOND OF KENNETH KLINE-COUNTY ENGINEER
 - G. BOND AND OATH OF COUNTY JUDGE DEAN FOWLER

MOTION CARRIED ON ALL THE ABOVE. COPIES OF STATEMENT AND OATH FOR DONALD JETER ATTACHED. ALL OTHER DOCUMENTS LOCATED IN OFFICIAL OATH AND BOND BOOK IN COUNTY CLERK'S OFFICE.

27. MOTION BY JOEY ORMS SECONDED BY RUSSELL GREEN TO APPROVE ALL APPLICATIONS FOR USE OF UPSHUR COUNTY ROADS AND RIGHT OF WAYS. MOTION CARRIED. (NONE WERE SUBMITTED TO COUTNY CLERK.)

ADDENDUM

1. MOTION BY JOEY ORMS SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, A SIGNED COPY OF INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY AND EAST MOUNTAIN. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.
2. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, MONTHLY REPORTS OF STATE AND COUNTY TAXES SUMMARY. MOTION CARRIED. REPORTS FOR MONTHS OF OCTOBER AND NOVEMBER 2002 ATTACHED.

18. JUDGE W.V. RAY MET WITH COURT AND PRESENTED COMMISSIONERS WITH DEPUTATION OF SHERYL LYNNE JEWKES AS CHIEF DEPUTY CLERK OF JUSTICE OF THE PEACE, PRECINCT #4. DEPUTATION ATTACHED.

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

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

Charles L. Still

JUDGE CHARLES STILL

Joe Orms

COMMISSIONER PRECINCT #1 JOE "JOEY" ORMS

Tommy Stanley

COMMISSIONER PRECINCT #2 TOMMY STANLEY

Rick Jackson

COMMISSIONER PRECINCT #3 RICK JACKSON

Russell Green

COMMISSIONER PRECINCT #4 RUSSELL GREEN

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 16th day of
December, 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

02 DEC 16 AM 10:56
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
BY _____
DEPUTY

<u>FY 2003</u> <u>FROM</u>	Decmeber 16, 2002	LINE ITEM TRANSFER BUDGET AMENDMENTS		<u>TO</u>
10-411-3070	Computer Other Computer	\$	370.00	Computer 10-411-1900 Salary Supplements \$ 370.00
10-451-5400	Justice of the Peace #1 Office Machines & Equipt	\$	44.00	Justice of the Peace #1 10-451-4230 Bonds \$ 44.00
10-454-5400	Justice of the Peace #3 Office Machines & Equipt	\$	44.00	Justice of the Peace #3 10-454-4230 Bonds \$ 44.00
10-409-4955	Non-Departmental Contingency	\$	2,831.85	Election 10-490-1500 Election Workers \$ 448.00 10-490-2150 Soc Sec \$ 34.28 10-490-3040 Election Materials \$ 2,349.57
10-499-4520	Tax Assessor Mileage	\$	51.00	Tax Assessor 10-499-4230 Bonds \$ 51.00
10-552-3420	Constable #2 Vehicle Repair	\$	50.00	Constable #2 10-552-4230 Bonds \$ 50.00
10-580-5800	DPS Radar	\$	1,297.00	DPS 10-580-5200 Computer Equipt \$ 1,297.00
10-650-1200	Library Services Salary Regular Employee	\$	315.44	Library Services 10-650-1300 Part time \$ 315.44
22-409-4502	Courthouse Security Education Exp	\$	100.00	Courthouse Security 22-409-5100 Facilities \$ 100.00
		\$	5,103.29	\$ 5,103.29



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



FAX: (903)843-5492

COUNTY AUDITOR

(903)843-4000

December 16, 2002

Upshur County Commissioners Court
Gilmer, Texas

Members of the Court:

During the month of December 2002, the Assistant Auditor, Wanda Hutchins, performed regular quarterly audit procedures for all fee offices in the county. Reports and supporting documents for the quarter were examined. Cash counts were also performed. The balances and collections of all the offices appear to have been, in all material respects, appropriately remitted and reported, except for the following:

In Justice of the Peace Precinct #3 office, the cash drawer was \$100.00 short. This shortfall will be made up by the Justice of the Peace and remitted with the monthly report for the month of December.

All working papers are available in my office for your review.

Sincerely,

Pam Long

Pam Long
County Auditor

LEU
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 11/27/02 thru 12/13/02

THE SOFTWARE GROUP, INC

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
118593-APCA	11/27/02	UPSHUR COUNTY INSURANCE ACCO	\$4,753 67	\$4,753 67	CSCD-INS CLAIMS, EMP INS COSTS
118594-APCA	11/27/02	NATIONWIDE RETIREMENT	\$321 76	\$321 76	ENTITY#52039 PAYROLL DEDUCTIONS
118597-APCA	11/27/02	HEALTHFIRST TPA	\$939 91	\$939 91	125/HEALTHCARE REIMBURSEMENT
118598-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$296 87	\$296 87	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
118599-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$135 95	\$135 95	125/AFLAC PAYROLL DEDUCTION
118600-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$182 14	\$182 14	125/AMERICAN HERITAGE PAYROLL DEDUCTION
118601-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$290 92	\$290 92	125/TRANSPORT LIFE PAYROLL DEDUCTION
118604-APCA	11/27/02	ATTORNEY GENERAL OF TEXAS	\$392 50	\$392 50	MULTIPLE PAYORS
118605-APCA	11/27/02	EAST TEXAS PROFESSIONAL	\$2,814 03	\$2,814 03	ETPCU/PAYROLL SAVINGS PLAN
118606-APCA	11/27/02	FIRST NATIONAL BANK	\$2,085 00	\$2,085 00	FNB/PAYROLL SAVINGS PLAN
118607-APCA	11/27/02	GILMER NATIONAL BANK	\$737 50	\$737 50	GNB/PAYROLL SAVINGS PLAN
118608-APCA	11/27/02	GILMER SAVINGS BANK	\$10 00	\$10 00	GSB/PAYROLL SAVINGS PLAN
118609-APCA	11/27/02	POLICE AND FIREMEN'S INS ASS	\$215 50	\$215 50	#000421244C-2 UP CO SHERIFF DEPT
118610-APCA	11/27/02	UPSHUR COUNTY INSURANCE ACCO	\$765 59	\$765 59	DEPENDENT INS PREMIUMS/PAYROLL
118611-APCA	11/27/02	RHONDA REED #0009546732	\$135 00	\$135 00	JOEY YOUNG
118612-APCA	11/27/02	KARMEN STEELMAN	\$330 13	\$330 13	#718-99.454-33-4972
118613-APCA	11/27/02	CHERYL ALBRIGHT	\$162 50	\$162 50	#360-01.465-49-7087
118614-APCA	11/27/02	ENID DAUSTER	\$309 94	\$309 94	#184-01.455-15-3575
118615-APCA	11/27/02	DONNA GOODE	\$88 00	\$88 00	CAUSE#639-95
118616-APCA	11/27/02	BECKY GARRETT	\$97 50	\$97 50	CAUSE#150-92
118617-APCA	11/27/02	SHARON KEMP #0539655371	\$105 00	\$105 00	EARL BECK
118619-APCA	11/27/02	MICHAEL GROSS	\$100 00	\$100 00	CASE#01-62328 KAREN HUGHES
118620-APCA	11/27/02	VALIC	\$257 50	\$257 50	PAYROLL DEDUCTIONS
118625-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$68 56	\$68 56	FICA, MEDICARE PAYROLL DEDUCTIONS
118626-APCA	11/27/02	A & E MILL AND WELDING SUPPL	\$46 92	\$46 92	PCT#1-CUST#173000/OX 275
118627-APCA	11/27/02	ACCU CHEM LABORATORIES	\$954 00	\$954 00	CCP-IN#413578.79 80 513414/MEDICAL

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2002

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s): APCA FNB INS FNB 125
Disbursements Made from 11/27/02 thru 12/13/02

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
118628-APCA	11/27/02	ACTION SAFE & LOCK	\$48 00	\$48 00	J CT-MORT CYL KEY, SERV CALL
118629-APCA	11/27/02	AD-VANCE PUBLISHING	\$196 50	\$196 50	CD S-S MOORE, A TAYLOR, M MONTGOMERY/BUSINESS CARDS
118630-APCA	11/27/02	ADT SECURITY SERVICEES	\$61 98	\$30 99	CD BLDG5-#010543S03848/DEC 1-31'02 RECURRING SERVICE
				\$30 99	CD BLDG5-#010543S04622 DEC 1-31'02 RECURRING SERVICE
118631-APCA	11/27/02	AFLAC	\$298 30	\$298 30	#S5217/NOV 2002 PAYROLL DEDUCTIONS
118632-APCA	11/27/02	ALLTEL	\$339 40	\$314 31	AUD-#010089280123/NOV 20/02 BILLING
				\$0 99	JP#1-#734-5646/ACCT#010548693123/NOV 20/02 BILLING
				\$12 36	CD JAIL-#010130804123/NOV 20/02 BILLING
				\$5 59	JP#3-#844-8254/ACCT#010445713123/NOV 20/02 BILLING
				\$1 14	JP#1-#010167346123/NOV 20/02 BILLING
				\$3 31	PCT#4-#7626731/ACCT#010167349123/NOV 20/02 BILLING
				\$0 70	CD TAX-#844-0658, #010472099 11/20/02
118633-APCA	11/27/02	ALLTEL	\$552 02	\$231 78	SUP&CCF-#9M00318/790-1193/NOV 10-DEC 9'02 BILLING
				\$10 45	JP#4-232-5910/#GM2652L/NOV 11'02 PAGEP SERVICE
				\$79 88	PCT#4-#GM26JHT/NOV 11'02 BILLING
				\$155 44	PCT#1-#GM25927/NOV 11'02 BILLING
				\$19 08	R&B-#790-2862/#GM2692N/NOV 10-DEC 9'02 SERVICE
				\$21 23	SUP-#9039171513/GM275UP/NOV 11'02 BILLING
				\$34 16	JUV PRB-#1M05626/NOV 11'02 BILLING
118634-APCA	11/27/02	AMERICAN HERITAGE LIFE INSUR	\$364 78	\$364 78	#47939/NOV 2002 PAYROLL DEDUCTIONS
118635-APCA	11/27/02	AMERICHEM	\$78 00	\$78 00	R&B-INV#F101/TARZOFF(4)
118636-APCA	11/27/02	AMOS SKINNER	\$680 00	\$680 00	R&B#15 2 DAYS HAULING
118637-APCA	11/27/02	ANCHOR SAFETY	\$402 20	\$402 20	J CT-INSPECT, LINKS, NOZZLE COVERS/FRYER GRIDDLE
118638-APCA	11/27/02	ARCHIVAL CAMERA REPAIR INC	\$137 00	\$137 00	CD S-SHUTTER LABDR SHIPPING
118639-APCA	11/27/02	ARNOLD GRIMES	\$410 00	\$410 00	DECEMBER 02 JP#1 BLDG LEASE
118640-APCA	11/27/02	AT&T	\$17 36	\$17 36	TELE COMM-#0152448297001/NOV 18/02 BILLING
118641-APCA	11/27/02	BARBARA J ROBERSON	\$50 00	\$50 00	D CT-NOV 12 02 APPEARANCE FEE

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2002

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 11/27/02 thru 12/13/02

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
118642-APCA	11/27/02	BARRY CLARK WALLACE P C	\$500 00	\$250 00 \$250 00	CO CT-#27 586 JOHNNY WAYNE JONES CO CT-#27, 483 TRON C PATE
118643-APCA	11/27/02	BAXTER SALES CO INC.	\$319 05	\$319 05	CO JAIL-#101573/JANITORIAL SUPPLIES
118644-APCA	11/27/02	BEHAVIORIAL INTERVENTION SER	\$445 00	\$445 00	JUV PROB-NOV 3-6'02 BILLING
118645-APCA	11/27/02	BIG SANDY & HAMMINS JOURNAL	\$344 01	\$344 01	ELECTIONS-DISPLAY ELECTION ADS 10/23&30/02
118646-APCA	11/27/02	BLAZEP RESOURCES INC	\$4 989 60	\$4,989 60	PCT#3-ROAD GIL 184 B BRLE @ \$27 00
118647-APCA	11/27/02	BOB BARKER CO INC	\$77 22	\$77 22	CO JAIL-600/SINGLE BLADE DISP RAZORS
118648-APCA	11/27/02	CARD SERVICE CENTER	\$40 93	\$40 93	D A-#4388153460016273 11/14/02
118649-APCA	11/27/02	CARD SERVICE CENTER	\$1,119 91	\$1,119 91	CO S-#4229743460002058/NOV 1'02
118650-APCA	11/27/02	CARD SERVICE CENTER	\$991 16	\$77 82 \$50 61 \$493 10 \$131 20 \$143 49 \$94 94	SUP-#4388133460017412/NOV 18'02 POSTAGE, ADL, GAS SUP-#4388153460017388/NOV 18'02 ADL GAS, MEALS SUP-#4388153460017321/NOV 18'02 BUS TICKETS, TRNG SUP-#4388153460017396/NOV 18'02 BUS TICKETS SUP-#4388153460017354/NOV 18'02 STAMPS, GAS SUP&CCP-#4388153460010300/TRAVEL;UTIL EG
118652-APCA	11/27/02	CENTERPOINT ENERGY	\$1,141 79	\$993 50 \$148 29	J CT-#20812336091/OCT 9-NOV 7'02 BILLING CO BLDGS-#21015295091/OCT 15-NOV 13'02 SERVICE
118653-APCA	11/27/02	CENTRAL UNITED LIFE INSURANC	\$748 92	\$748 92	GROUP#4269/NOV 2002 PAYROLL DEDUCTIONS
118654-APCA	11/27/02	CHARLES BECKWORTH	\$680 00	\$680 00	R&B#15-2 DAYS HAULING
118655-APCA	11/27/02	CITY OF GILMER	\$2,828 54	\$19 00 \$1 940 54 \$766 90 \$9 50 \$43 70 \$48 90	J CTR-#120171000/-10/07-11/05/02 J CTR-#010067500/-10/04-11/05/02 CO BLDGS-#130274000/-10/07-11/06/02 CO BLDG-#120229000/-10 07-11/06/02 CO BLDG-#120151000/-10 07-11/05/02 911-#01006050/-10/04-11/05/02
118656-APCA	11/27/02	CHRS-FP	\$5,000 00	\$5,000 00	NON DEPT-POSTAGE FOR METERS
118657-APCA	11/27/02	CNA SURETY	\$92 50	\$92 50	CO TREAS-#060112730240, M RA HARRIS, BOND- 1/1/03-12 31 '04
118658-APCA	11/27/02	COMPUNET TECHNOLOGIES INC	\$187 50	\$187 50	COMP-ON SITE NETWORK LABOR
118659-APCA	11/27/02	CONSECO HEALTH INSURANCE CO	\$754 95	\$754 95	GROUP#46512/NOV 2002 PAYROLL DEDUCTIONS
118660-APCA	11/27/02	CONSECO SENIOR HEALTH INSURA	\$174 40	\$174 40	GROUP#444/NOV 15/02 PAYROLL DEDUCTIONS

Approved Disbursements

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THE SOFTWARE GROUP, INC

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118661-APCA	11/27/02	CROLEY FUNERAL HOME	\$750 00	\$750 00	NON DEPT-JAMES DEWEY JOHNSON/CREMATION
118662-APCA	11/27/02	CROLEY FUNERAL HOME	\$435 00	\$180 00	NON DEPT-BELINDA THOMPSON/TRANS 120" x 61 50p x 1
				\$255 00	JP#2-WYLIE DALE CAMPER/TRANSPORT TO DALLAS POUCH
118663-APCA	11/27/02	DALLAS COUNTY TREASURER	\$2,500 00	\$2,500 00	JP#2-CUST#1564/AUGUST CAROL YOUNG & THOMPSON
118664-APCA	11/27/02	DARBY EQUIPMENT COMPANY	\$43 27	\$43 27	R&B-INV#623375/RCD, NUT, WSHR, LABOR
118665-APCA	11/27/02	DAVID W BULLER M D	\$1,000 00	\$1,000 00	NOVEMBER 02 CONTRACTED MEDICAL SERVICES
118666-APCA	11/27/02	DENTRUST DENTAL	\$1,950 00	\$1,950 00	CO JAIL-DENTAL NOV 11 02 BILLING
118667-APCA	11/27/02	DIAMOND D LUBE +	\$23 00	\$23 00	CO S-OIL CHANGE/UNITY 15
118668-APCA	11/27/02	DURY'S GUN SHOP INC	\$304 99	\$304 99	CONST#4-REMINGTON MODEL 870. SHIPPING
118669-APCA	11/27/02	DWIGHT A BRANNON	\$250 00	\$250 00	C CT-CAUSE#27, 50687/WILLIAM COLBY RUSS
118670-APCA	11/27/02	EAST TEXAS INSURANCE AGENCY	\$739 50	\$71 00	JP#1-#15600443/WYONE MANES, NOTARY BOND
				\$50 00	CO S-#TX551178/NANCY BETTERTON, BOND-1/1/03-1/1/04
				\$178 00	CONST#2-#309274/WILLIAM A ROGERS 12/13/02-12/13/06
				\$177 50	JP#4-#01722935, WILLIAM WALTON RAY 1/01/03-12-31/06
				\$50 00	CO S-#TX551180/HELINDA MAXWELL BOND-1/1/03-1/1/04
				\$213 00	CO S-W BRASHER D CASEY M HARDY/NOTARY BONDS
118671-APCA	11/27/02	EAST TEXAS MEDICAL	\$742 22	\$693 58	CO JAIL-JAMES P RUSSELL/MEDICAL
				\$48 64	CO JAIL-RODNEY D JOHNSON/MEDICAL
118672-APCA	11/27/02	EQUIPMENT & PARTS	\$1,032 65	\$1,032 65	R&B-#16126/AXLE, HUB, FREIGHT
118673-APCA	11/27/02	EXPRESS LUBE DBA	\$43 90	\$21 95	CO S-OIL FILTER, LABOR
				\$21 95	CO S-OIL FILTER, LABOR
118674-APCA	11/27/02	EXXONMOBIL FLEET/GECC	\$87 63	\$87 63	CO S-#3299357285/GASOLINE
118675-APCA	11/27/02	FEED FER LESS FARM SUPPLY	\$35 70	\$35 70	R&B-SOLD HYDRATED LIME
118676-APCA	11/27/02	FIRST MEDCHOICE	\$433 60	\$29 00	CO JAIL-LEND A JONES MEDICAL
				\$404 60	CO JAIL-JOHN ROSAK/MEDICAL
118677-APCA	11/27/02	GATEWAY BUSINESS	\$1,381 00	\$1,381 00	COMPUTER-#17675007/LAPTOP S#1006319 ADAPTER, CASE (CONST#2)
118678-APCA	11/27/02	GILMER AREA CHAMBER OF COMME	\$1,647 50	\$1,647 50	NON DEPT-11/21/2002 CT TY VACATION GUIDE AD

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FOR UPSHUR COUNTY					
118679-APCA	11/27/02	GILMER CABLE TV CO INC	\$432 80	\$421 00 \$11 80	NON DEPT-ACCT#13446/NOV 25/02 BILLING COMPUTER-#19305/NOV 25 02 BILLING
118680-APCA	11/27/02	GILMER COUNSELING SERVICES	\$2,500 00	\$2,500 00	CCP-SEPT 1-30'02 COUNSELING
118681-APCA	11/27/02	GILMER DISCOUNT TIRE	\$117 90	\$34 95 \$82 95	R&B-ALIGNMENT/PO#18138 CO S-MT & BALANCE 4 TIRES, ALIGNMENT
118682-APCA	11/27/02	GILMER OFFICE CENTER	\$874 73	\$136 38 \$43 44 \$15 00 \$29 99 \$47 86 \$87 25 \$8 91 \$10 94 \$21 98 \$59 98 \$6 73 \$18 58 \$31 99 \$29 99 \$325 71	CO TAX-PRINTER RIBBONS (18) JP#2-OFFICE SUPPLIES JP#2-CALENDAR AUD-COPY PAPER 911-DISK TAPE, PAPER EXT-CARTRIDGE(2), REC BOOK(4), BINDER(4) TREAS-LABELS D JUDGE-COPY HOLDER, 9TEND BOOKS CO CLK-COPY PAPER D JUDGE-COPY PAPER JP#4-TAPE, NOTES, DESK CALENDARS JP#4-CALENDARS AUD-#7840/BLACK CARTRIDGE JP#4-CARTRIDGE SUP-INV#25614, 77, 81, 82/OFFICE SUPPLIES
118683-APCA	11/27/02	GILMER ROTARY CLUB	\$645 00	\$645 00	NON DEPT--43,3x5 AMERICAN FLAGS#15 0(7/4/02 THRU 6/14/03 FLAG DAYS)
118684-APCA	11/27/02	GLADEWATER MIRROR	\$204 75	\$204 75	ELECTION-DISPLAY ELECTION AD 10/23/02
118685-APCA	11/27/02	GLENWOOD ACRES LANDOWNERS AS	\$25 00	\$25 00	ELECT-GENERAL ELECTION 11/05/02 LEASE OF BLDG
118686-APCA	11/27/02	GREATAMERICA LEASING CORP	\$483 75	\$483 75	NON DEPT-#0134764-000/ JET MAIL SYS 12/10/02 RATE GUARD FEES
118687-APCA	11/27/02	GREEN OIL CO INC	\$208 70	\$208 70	R&B-INV#3355/OIL
118688-APCA	11/27/02	GRUBBS-LOYD FUNERAL HOME	\$370 00	\$370 00	NON DEPT- APRIL 12'02 FIRST CALL CHARGES, CRASH BAQ, COOLER STORAGE
118689-APCA	11/27/02	H & H BUILDERS SUPPLY	\$4 99	\$4 99	SUP-#4177/CARPET SEAM TAPE
118690-APCA	11/27/02	H&D TIRE & AUTOMOTIVE	\$725 05	\$23 84 \$24 40 \$18 89 \$15 04 \$165 82 \$131 63	CONST#1-1/2 WIPER BLADES R&B-#7840/58X(5), 60FS-65B(2) R&B-#7840 MAIL BOX POST R&B-#7840 SPRING, WAG HARDWARE R&B-BRAKE ROTOR, DISK PADS, SEAL, 25'SUT DRG T/L R&B-HEX BUSHING, 2404-6-8, 2404-6-8 HYD FITTING 11 TARP STRAP TRACTOR SEAT

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$42.01	R&B-INV#233249/GLOVES TAPE, PLIERS, RAT POISON
				\$58.27	R&B-#7840/WIPER, PLUG(3) OIL(2), STABILIZER(2)
				\$15.00	R&B-#7840/LASER ON MAROON CHEV PU
				\$13.99	R&B-#7840/PROFANE TORCH KIT
				\$12.59	R&B-#7840/BLACK BOOT
				\$12.59	R&B-#7840/12/16" BLACK BOOT
				\$61.01	R&B-RAD HOSE, BLADE(2) BOLT(2)
				\$7.20	R&B-#7840/NUT
				\$4.03	R&B-#7840/2"STD CPL, HOSE CLAMP
				\$8.00	R&B-REPAIR PARTS
				\$48.00	R&B-#7840/EXTEND LIFE AFRZ(2), OIL(2)
				\$14.89	R&B-#7840/KEY(3), LOCK, HASP
				\$29.50	R&B-TIRE SOAP
				\$27.57	CO BLDGS-#7840/BATTERIES(2), MAGLITE
				\$2.47	CO JAIL-#7840, 9-32 TAP
				\$0.80	CO JAIL-#7840/STAINLESS SCREWS(4)
				\$2.37	CO JAIL-#7840/BUSHING, BRAKE FLUID
				\$6.20	CO AMINT-TULIP LOCK
				\$38.94	CO S-#7840/NDN SKID SHOWER FLOOR MATERIALS
118691-APCA	11/27/02	HARBOR FIGHT TOOLS	\$130.82	\$130.82	PCT 3-MISC TOOLS
118692-APCA	11/27/02	HART INTERCIVIC	\$186.67	\$186.67	C. CLK-PROBATE DOCKET LEAVES, CRIM DOCKET LEAVES
118693-APCA	11/27/02	HERBERT L. YOUNG	\$51.29	\$51.29	CONST#2-FUEL
118694-APCA	11/27/02	HEWITTS	\$114.02	\$5.20	R&B-CUST#2160/GLOVES
				\$23.82	R&B-CUST#2160/GLOVES
				\$5.00	R&B-CUST#2160/HARDWARE TAPE
				\$80.00	R&B-CUST#2160/CULVERT
118695-APCA	11/27/02	HITEX TOOL & DIE CO	\$700.00	\$700.00	PCT#1-REPAIR MAINTAINER
118696-APCA	11/27/02	INTEGRATED BUSINESS SYSTEMS	\$6.95	\$6.95	JUV PROB-#AL0020/MAINT -10/01-11/01/02
118697-APCA	11/27/02	J & J CLEANING SERVICE	\$3,750.00	\$3,750.00	NOVEMBER 02 JANITORIAL SERVICES
118698-APCA	11/27/02	JANICE GASTON	\$139.50	\$139.50	CO JAIL-10 1/2 HRS @ \$9.00
118699-APCA	11/27/02	JEFFERSON JIMPLECUTE	\$11.45	\$11.45	SUP-OCT 10 02 CSO AD
118700-APCA	11/27/02	KILGORE COLLEGE	\$240.00	\$100.00	CO JAIL-TUITION/BASIC JAIL OPER/OCT 21-NOV 1 02
				\$100.00	CO S-JAMEE DEQUIR/TUITION-10/28-11/01/02
				\$40.00	CO S-S DA-15, K MASSOLETTI, J MOORE & MURPHY/TUITION
118701-APCA	11/27/02	KIRBY RESTAURANT SUPPLY	\$1,897.60	\$1,603.70	J CT-#7009/DISPOSAL, NEXT DAY AIR
				\$293.90	CO JAIL-#7009/CLEANING SUPPLIES

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
118702-APCA	11/27/02	KRUSES	\$176 74	\$176 74	CONST#1-JOEL BULLOCK/GAS
118703-APCA	11/27/02	LAUREN PARISH	\$400 00	\$400 00	NOVEMBER '02 JUVENILE PROBATION BOARD
118704-APCA	11/27/02	LESLIE'S SMALL ENGINES	\$19 90	\$19 90	CCP-130 LINE(2)
118705-APCA	11/27/02	LINEBARGER HEARD GODDAN BLAI	\$11,270 69	\$11,270 69	CO TAX-OCT'02 DELINQUENT TAX ATTY FEES COLLECTED
118706-APCA	11/27/02	LISA MARTIN	\$23 32	\$4 73 \$18 59	PCT#1-REIMBURSE MILEAGE R&B-REIMBURSE/59mi@ 315@ (LONGVIEW/OFFICE DEPOT)
118707-APCA	11/27/02	LISA R MONEY	\$60 00	\$60 00	NOVEMBER '02 JP#1 BLDG CLEANED
118708-APCA	11/27/02	LOHMAN'S GARAGE AND WRECKER	\$89 23	\$89 23	CCP-#446/SHOP SUPPLIES 4LT DRIVE BELT
118709-APCA	11/27/02	LONGVIEW ASPHALT INC.	\$252 55	\$252 55	R&B-OIL DIRT
118710-APCA	11/27/02	LUANA HOWELL	\$25 00	\$25 00	TAX-REIMBURSE MEALS-11/11-13/02
118711-APCA	11/27/02	MARTIN MARIETTA MATERIALS	\$4,365 60	\$399 18 \$3,966 42	R&B-CUST#58000363/DRY SCREENINGS R&B-#58000363/DRY SCREENINGS
118712-APCA	11/27/02	MED-SHOP TOTAL CARE	\$33 72	\$33 72	CO JAIL-SODIUM CHLORIDE(2)
118713-APCA	11/27/02	MICHEAL SMITH	\$346 71	\$346 71	CO TAX-REIMBURSE/390mi@ 315, MEALS LODGING(V G YOUNG&M)
118714-APCA	11/27/02	MICHELLE LOFTICE	\$13 90	\$13 90	CCP-REIMBURSE/TRAVEL
118715-APCA	11/27/02	MIKE CRAIG FORD	\$300 00	\$300 00	DA-RDY CALLAWAY/HOT CHECK RESTITUTION
118716-APCA	11/27/02	MIKE CRAIG FORD MERCURY	\$115 00	\$115 00	SUP-INV#5565, 5967/COOLING SYSTEM SERVICE
118717-APCA	11/27/02	MILTON WYLIE	\$288 37	\$288 37	JUV PROB-REIMBURSE, TRAVEL
118718-APCA	11/27/02	N & E TX CO JUDGES&COMM ASSOC	\$100 00	\$100 00	COMM CT-ANNUAL DUES 2003
118719-APCA	11/27/02	NARDIS INSTITUTIONAL SUPPLY	\$2,895 48	\$4,084 48 \$1,189 00cr	CO JAIL-ORANGE SCRUBS, BATH TOWLS, WASH CLOTHS RETURNED BATH TOWELS AND WASH CLOTH
118720-APCA	11/27/02	NATIONAL FAMILY CARE	\$593 70	\$593 70	@3152/NOV 2002 PAYROLL DEDUCTIONS
118721-APCA	11/27/02	NATIONAL PUBLIC SAFETY	\$109 00	\$109 00	CO S-2003 NATIONAL DIR OF LAW ENF ADMINISTRATORS
118722-APCA	11/27/02	NEWSOM'S GROCERY	\$45 00	\$45 00	DA-LINDA YOUNG/HOT CHECK RESTITUTION
118723-APCA	11/27/02	PAULA GENTRY	\$50 00	\$50 00	NOVEMBER '02 JP#3 BLDG CLEANED

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118724-APCA	11/27/02	PAULA GENTRY	\$93 87	\$93 87	TAX-REIMBURSE DAILY MILEAGE
118725-APCA	11/27/02	PBS INCORP	\$1,010 49	\$1,010 49	PCT 1-ALUMINUM SIGN MOUNTING BRACKETS, PCT 2-ALUM SIGN BRACKETS, PCT 3-ALUM SIGN BRACKETS, PCT 4-ALUM SIGN BRACKETS, SHIPPING
118726-APCA	11/27/02	PHILLIPS PETROLEUM COMPANY	\$50 30	\$50 30	CD S-#6992684750/GASOLINE
118727-APCA	11/27/02	PROFESSIONAL TECHNICAL ASSIS	\$1,744 00	\$563 00 \$206 00 \$975 00	CD SHERIFF-HAND HELD RADIO CD SHERIFF-MATERIALS FOR INSTALLING RADIO & PHONE, LABOR CD JAIL-RADIOS FOR JAIL
118728-APCA	11/27/02	R L HUDGINS III	\$89 75	\$89 75	SUP-REIMB PAGING SERV/#9032328872/JULY-NOV'02
118729-APCA	11/27/02	REARDON PLUMBING	\$204 25	\$204 25	J CTR-REPLACE PIPE,UNSTOP DRAIN
118730-APCA	11/27/02	RONNIE MITCHELL	\$1,115 75	\$1,115 75	R&B-97 36 TONS DRY SCREENINGS HAULED
118731-APCA	11/27/02	RUSSELL TACKETT	\$875 00	\$875 00	R&B-REPAIR MAINTAINER
118732-APCA	11/27/02	SAM'S CLUB 6422	\$45 00	\$45 00	CD TAX-#4909097174296/NOV 6'02
118733-APCA	11/27/02	SAMBOGUNS	\$103 40	\$103 40	CONST#4-MAG LITE, SHIPPING
118734-APCA	11/27/02	SE-ME PROFESSIONAL	\$274 40	\$274 40	CD S-TAPES(100), CASSETTE TAPES(160)
118735-APCA	11/27/02	SHERRON LAMINACK	\$214 36	\$214 36	TAX-REIMBURSE MILEAGE, MEALS/V G YOUNG CONF
118736-APCA	11/27/02	SOUTHWESTERN BELL	\$137 84	\$137 84	SUP-#90366570152625/NOV 15-DEC 14'02 BILLING
118737-APCA	11/27/02	SOUTHWESTERN ELECTRIC POWER	\$78 07	\$78 07	CD BLDGS-#190916015/OCT 10'02-NOV 12'02 SERVICE
118738-APCA	11/27/02	STATE COMPTROLLER	\$485 95	\$485 95	TP-REPORT FOR MONTH ENDING 10/31/02
118739-APCA	11/27/02	STATE FARM INSURANCE COMPANI	\$140 00	\$70 00 \$70 00	JP#3-BOND#93-LM-3539-7/CAROLYN PERRY 1/03-1/07 JP#1-BOND#93-LM-3565-2/ARNOLD CRIMEE 1/03-1/07
118740-APCA	11/27/02	STEPHEN "CHIP" CHILTON, LMFT	\$500 00	\$500 00	JUV. PROD-OCT'02 COUNSELING SERVICES
118741-APCA	11/27/02	STEPHEN K MARTIN PH D	\$330 12	\$330 12	INDIO-TINA IRONS/MEDICAL
118742-APCA	11/27/02	STEWART INSURANCE AGENCY	\$50 00	\$50 00	CONST#1-#2601 69421775/JEFFERY CHRISTOPHEP PEARSON, CONST#1 RESERVE
118743-APCA	11/27/02	T'S LIQUOR	\$78 98	\$78 98	DA-JOYCE HOLMES/HOT CHECK RESTITUTION
118744-APCA	11/27/02	TEXACO REFINING &	\$242 96	\$242 96	CD S-#6103036459/GASOLINE

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118745-APCA	11/27/02	TEXAS A&M UNIVERSITY COMMERC	\$30 00	\$30 00	CO JAIL-S SHANNON, J JOHNSON/JAILER'S EXAM
118746-APCA	11/27/02	TEXAS ASSOCIATION OF COUNTIE	\$275 00	\$275 00	COMM CT-REGIST/DEAN FOWLER, NEW UPSHUR CO JUDGE
118747-APCA	11/27/02	TEXAS ASSOCIATION OF COUNTIE	\$150 00	\$150 00	CO CT-REGIST/CHARLES L STILL (FALL JUDICIAL ACADEMY)
118748-APCA	11/27/02	TEXAS COOPERATIVE EXTENSION	\$800 00	\$800 00	EXT-GATEWAY TIRE COMPUTER
118749-APCA	11/27/02	TEXAS MUNICIPAL COURT-	\$34 00	\$34 00	JP#2-(1)yr SUBSCRIPTION
118750-APCA	11/27/02	THE EARTHGRAINS COMPANY	\$400 80	\$60 00 \$170 40 \$170 40	CO JAIL-#9008071/BREAD CO JAIL-#9008071/BREAD CO JAIL-#9008071/BREAD
118751-APCA	11/27/02	THE LOGO	\$484 05	\$59 05 \$297 00 \$74 00 \$54 00	CONST#1-SHIRTS(2), EMB(2) CO S-GOLF SHIRTS(9) CCP-INV#111100/JACKET EMBLEMS CO JAIL-JACKETS(2)
118753-APCA	11/27/02	THE UNIVERSITY OF TEXAS AT A	\$750 00	\$250 00 \$250 00 \$250 00	COMM CT-REGIST/DEAN FOLWER, NEW UPSHUR CO JUDGE COMM CT-REGIST/JOE E FERGUSON, NEW UPSHUR CO COMMISSIONER COMM CT-REGIST/GARY L DRENNAN, NEW UPSHUR CO COMMISSIONER
118754-APCA	11/27/02	TWIN STATE TRUCKS INC	\$9 25	\$9 25	R&B-ACCT#19127/TOOL
118755-APCA	11/27/02	TYLER UNIFORM CO INC	\$1,513 20	\$240 20 \$1,078 36 \$194 64	CO JAIL-SHIRTS, SHIPPING CO S-B JACKETS, RAINCOAT, SHIPPING CO JAIL-WINDBREAKERS
118756-APCA	11/27/02	U S FOOD SERVICE	\$1,803 50	\$1,015 84 \$787 66	CO JAIL-#93586865/GROCERY CO JAIL-#93586865/GROCERY
118757-APCA	11/27/02	UPSHUR COUNTY	\$50 36	\$50 36	SUP-REIMB.RSE ALLTEL/NOV 20'02 BILLING
118758-APCA	11/27/02	UPSHUR COUNTY ADULT PROBATIO	\$328 00	\$229 00 \$99 00	JUV PROB-REIMBUPSE/ACCU CHEM LAB 8/19/02-10/24/02 JUV PROB-URINALYSIS REPORTS
118759-APCA	11/27/02	UPSHUR-RURAL ELECTRIC COOP	\$153 00	\$82 16 \$5 69 \$65 15	R&B-#120298591/NOV 15 02 BILLING PCT#2-#41180523/NOV 21 02 BILLING PCT#2-#91390012/NOV 21/02 BILLING
118760-APCA	11/27/02	US MEDICAL DISPOSAL INC	\$60 46	\$60 46	CO JAIL-#211995/INV#PREV BAL
118761-APCA	11/27/02	UT HEALTH CENTER AT TYLER	\$32 77	\$32 77	CO IND-FRED E MOOPE/MEDICAL

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118762-APCA	11/27/02	VERIZON	\$2,183 28	\$2,183 28	NON DEPT-SERVICE-11/01/02-10/31/03
118763-APCA	11/27/02	VERIZON SOUTHWEST	\$370 52	\$47. 65	TELE COMM-#843-7069/#105229284638171202/NOV 7'02 BILLING
				\$225. 23	JP#3-#8448254/NOV. 10/02 BILLING
				\$97 64	JP#1-#FD00096/NOV 16/02 BILLING
118764-APCA	11/27/02	W V RAY	\$131 94	\$131. 94	JP#4-REIMBURSE MILEAGE, DUES/J P TRAINING
118765-APCA	11/27/02	WAL-MART #146	\$151 67	\$111 71	DA-MARY ATTAWAY/HOT CHECK RESTITUTION
				\$39 96	DA-MICHELLE SWAIN/HOT CHECK RESTITUTION
118766-APCA	11/27/02	WALMART COMMUNITY BRC	\$15 74	\$15 74	JP#1-#6032202000945502/NOV 16'02
118767-APCA	11/27/02	WALMART COMMUNITY BRC	\$240 23	\$240 23	SUP-#6032202000871575/INJ#7064, 2845, 1299
118768-APCA	11/27/02	WC SUPPLY COMPANY INC.	\$439 64	\$439 64	R&B-#00-0056800/CLUTCH, TOOL, BEARING
118769-APCA	11/27/02	WELLS FARGO FINANCIAL LEASIN	\$489 35	\$298. 85	D A-ACCT#0019001910001 11/24//02-12/24/02
				\$190 50	JUV. PROB-#0019003061001/NOV 15/02
118770-APCA	11/27/02	WEST GROUP PAYMENT CENTER	\$77 00	\$77. 00	JP#1-ACCT#1000362521/-10/01-10/30/02
118771-APCA	11/27/02	WILLIAMS ELECTRONICS	\$755 00	\$755 00	CO S-UNINSTALL UNIT#24
118772-APCA	11/27/02	YAZELL CHEVPOLET-OLDS INC	\$26 72	\$26 72	CO S-INSPECTION, BULB
118773-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$33,806 28	\$33,806 28	FICA, MEDICARE PAYROLL DEDUCTIONS
118774-APCA	11/27/02	TEXAS COUNTY & DISTRICT RETI	\$73,019 28	\$73,019 28	UNIT#329 MONTHLY REPORT
118775-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$316 58	\$316 58	125/CENTRAL UNITED PAYROLL DEDUCTION
118776-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$18,865 09	\$18,865 09	WITHHOLDING PAYROLL DEDUCTIONS
118777-APCA	11/27/02	UPSHUR COUNTY IRC/125	\$4,735. 67	\$4,735 67	125 DEPENDENT INS PREMIUMS PAYROLL
118778-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$253 86	\$253 86	FICA, MEDICARE PAYROLL DEDUCTIONS
118779-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$147 40	\$147 40	WITHHOLDING PAYROLL DEDUCTIONS
118780-APCA	11/27/02	TEXAS COUNTY & DISTRICT RETI	\$277 42	\$277 42	UNIT#329 MONTHLY REPORT
118781-APCA	11/27/02	CENTERPOINT ENERGY	\$285 67	\$150 84	CO LIB-#21126364081/SERV-10/16-11/14/02
				\$24 00	PORTER BLDG-#21417016011 -10/21-11/15/02
				\$110. 83	BANK ANNEX-#21417012071/-10/21-11/19/02
118782-APCA	11/27/02	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#35250 PURCHASED@ 4 15% (106days) TO MATURE 03/13/02
118834-APCA	12/10/02	FIRST NATIONAL BANK GILMER	\$200,000 00	\$200,000 00	CD#35250 PURCHASED@ 4 25% (199days) TO MATURE

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM
Approved Disbursements
Checking Account(s) APCA FNB INS FNB.125
Disbursements Made from 11/27/02 thru 12/13/02

13 Dec 2002

THE SOFTWARE GROUP, INC

PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					6/27/03
118835-APCA	12/13/02	GILMER NATIONAL BANK	\$8,273.21	\$8,273.21	QTRLY PAYMENT FOR GNB PROPERTY 12/14/02
Total for APCA - Accounts Payable Clearing Account			\$599,122.68		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2002

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 11/27/02 thru 12/13/02

PAGE 12

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1742-FNB-125	11/27/02	UPSHUR CO OPERATING ACCOUNT	\$1,222 46	\$1,222 46	CANCER, HEART/STROKE PREMIUMS DUE FROM IRC/125
1743-FNB.125	11/27/02	UPSHUR COUNTY INSURANCE ACCO	\$4,735 67	\$4,735 67	DEPENDENT INS PREMIUMS DUE FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			\$5,958 13		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 Dec 2002

THE SOFTWARE GROUP, INC

Approved Disbursements
Checking Account(s): APCA FNB.INS FNB 125
Disbursements Made from 11/27/02 thru 12/13/02

PAGE 13

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1246-FNB INS	11/27/02	HEALTHCARE PARTNERS HEALTH P	\$61 50	\$61 50	ADMIN FEE 125 PLAN 11/02 PAYROLL
1247-FNB INS	11/27/02	MANAGED PHARMACY BENEFITS IN	\$8,086 83	\$8,086 83	CLAIMS FOR PERIOD ENDING 11/15/02
1248-FNB INS	11/27/02	UPSHUR COUNTY INSURANCE CLEA	\$55,546 99	\$55,546 99	11/14/02 UP&UPOS CLAIMS REGISTER
1249-FNB INS	12/06/02	HEALTHFIRST TPA	\$42,810 06	\$42,810 06	UPS01 MONTHLY COSTS 12/02

Total for FNB INS - INSURANCE \$106,505 38

Grand Total \$711,586 19

187 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

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COUNTY CLERK
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UPSHUR COUNTY

JURY SELECTION SYSTEM

05 Dec 2002

THE SOFTWARE GROUP, INC.

JUNE 2002 GRAND JURY LIST
Check Register for 12/05/02

PAGE 1

Check Number....	Title Name.....	Check Name.....	Juror ID	Check Date	Amount	Ck Status	Court
118822-APCA	Mr. ARLYN LEON STEPHENS	ARLYN LEON STEPHENS	155536	12/05/2002	\$10.00		115
118823-APCA	Ms. BETTY L SLOCUM	BETTY L SLOCUM	4450	12/05/2002	\$10.00		115
118824-APCA	Ms. MARY ALICE WEST	MARY ALICE WEST	204156	12/05/2002	\$10.00		115
118825-APCA	Mr. ALBERT CHALK JR.	ALBERT CHALK JR.	5381	12/05/2002	\$10.00		115
118826-APCA	Mr. ROBERT MCCAIN	ROBERT MCCAIN	9910	12/05/2002	\$10.00		115
118827-APCA	Ms. DORIS BUTLER	DORIS BUTLER	142384	12/05/2002	\$10.00		115
118828-APCA	Mr. RICHARD BRYAN HARRIS	RICHARD BRYAN HARRIS	147380	12/05/2002	\$10.00		115
118829-APCA	Ms. BALINDA JEAN ROCKWELL	BALINDA JEAN ROCKWELL	158416	12/05/2002	\$10.00		115
118830-APCA	Ms. RAYE MITCHELL WHITE	RAYE MITCHELL WHITE	198493	12/05/2002	\$10.00		115
118831-APCA	Ms. LINDA CAUCHARON BAGGETT	LINDA CAUCHARON BAGGETT	216504	12/05/2002	\$10.00		115
118832-APCA	Mr. FLOYD EUGENE WALKER	FLOYD EUGENE WALKER	6948	12/05/2002	\$10.00		115
118833-APCA	Mr. JIM EARL MCPEEK	JIM EARL MCPEEK	206219	12/05/2002	\$10.00		115

Check Amounts

\$120.00

12 records listed.

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UPSHUR COUNTY

JURY SELECTION SYSTEM

06 Nov 2002

THE SOFTWARE GROUP, INC

10/02/02JP1
Check Register for 11/06/02

PAGE 1

Check Number.	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
118179-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	11/06/2002	\$10.00	JP	
118180-APCA	Mr. JUSTIN VANN WOOLLEY	JUSTIN VANN WOOLLEY	215382	11/06/2002	\$10.00	JP	
118181-APCA	Mr. JIMMY DALE WIGINGTON	JIMMY DALE WIGINGTON	13741	11/06/2002	\$10.00	JP	
118182-APCA	Ms JUDY K SCARLETT	JUDY K SCARLETT	151256	11/06/2002	\$10.00	JP	
118183-APCA	Ms SUSAN LEIGH FINCHER	SUSAN LEIGH FINCHER	214307	11/06/2002	\$10.00	JP	
118184-APCA	Ms LINDA WOODRUFF STUTSON	LINDA WOODRUFF STUTSON	172997	11/06/2002	\$10.00	JP	
118185-APCA	Ms DUSTY MACHELLE ARTHRHOLT	DUSTY MACHELLE ARTHRHOLT	204071	11/06/2002	\$10.00	JP	
118186-APCA	Mr. JAMES AARON SMITH	JAMES AARON SMITH	195887	11/06/2002	\$10.00	JP	
118187-APCA	Ms. LINDA PALMER	LINDA PALMER	2565	11/06/2002	\$10.00	JP	
118188-APCA	Mr. KELLY A DEMEESE	KELLY A DEMEESE	155062	11/06/2002	\$10.00	JP	
118189-APCA	Ms CORINNA MARIE COLLINS	CORINNA MARIE COLLINS	171760	11/06/2002	\$10.00	JP	
118190-APCA	Mr LARRY DONNELL CHALK	LARRY DONNELL CHALK	215469	11/06/2002	\$10.00	JP	

Check Amounts

\$120.00

12 records listed.

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UPSHUR COUNTY
THE SOFTWARE GROUP, INC

JURY SELECTION SYSTEM
11/26/02/JP3 & 12/02/02/DC LISTS
Check Register for 12/04/02

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	BY	Courtesy
118783-APCA	Mr. FRANKLIN D AUDAS	FRANKLIN D AUDAS	156410	12/04/2002	\$10.00			JP3
118784-APCA	Ms. ZETTA M LEACH	ZETTA M LEACH	8040	12/04/2002	\$10.00			JP3
118785-APCA	Mr. DOUGLAS NEAL MONTGOMERY	DOUGLAS NEAL MONTGOMERY	169255	12/04/2002	\$10.00			JP3
118786-APCA	Mr. JAMES M HALL	JAMES M HALL	1141	12/04/2002	\$10.00			JP3
118787-APCA	Ms. CINDY LEE TAYLOR	CINDY LEE TAYLOR	191380	12/04/2002	\$10.00			JP3
118788-APCA	Mr. WILLIAM T MINOR	WILLIAM T MINOR	9964	12/04/2002	\$10.00			JP3
118789-APCA	Ms. DEANNA KAY FENLAW	DEANNA KAY FENLAW	212786	12/04/2002	\$10.00			JP3
118790-APCA	Ms. CASEY LYNN LINDLEY	CASEY LYNN LINDLEY	214780	12/04/2002	\$10.00			JP3
118791-APCA	Ms. GLORIA ANN DOSKOCIL	GLORIA ANN DOSKOCIL	192291	12/04/2002	\$10.00			JP3
118792-APCA	Ms. WENDY ELAINE BELEW	WENDY ELAINE BELEW	192332	12/04/2002	\$10.00			JP3
118793-APCA	Mr. DONALD RAY BURGETT	DONALD RAY BURGETT	190675	12/04/2002	\$10.00			JP3
118794-APCA	Mr. ROGER DAVID CARRINGTON	ROGER DAVID CARRINGTON	206299	12/04/2002	\$10.00			115
118795-APCA	Mr. LUVERNON BRINKLEY	LUVERNON BRINKLEY	11074	12/04/2002	\$10.00			115
118796-APCA	Ms. JANICE KAY CASTLEBERRY	JANICE KAY CASTLEBERRY	158395	12/04/2002	\$10.00			115
118797-APCA	Ms. KIMBERLY SUE SLATON	KIMBERLY SUE SLATON	205226	12/04/2002	\$10.00			115
118798-APCA	Mr. MICHAEL ARNOLD BOLT	MICHAEL ARNOLD BOLT	161464	12/04/2002	\$10.00			115
118799-APCA	Mr. TERRY SNIDER	TERRY SNIDER	204985	12/04/2002	\$10.00			115
118800-APCA	Ms. FRANCIS JANE MADE	FRANCIS JANE MADE	146743	12/04/2002	\$10.00			115
118801-APCA	Mr. RICHARD C EASLEY	RICHARD C EASLEY	144326	12/04/2002	\$10.00			115
118802-APCA	Ms. GAY NELL STOKES	GAY NELL STOKES	4541	12/04/2002	\$10.00			115
118803-APCA	Ms. BARBARA CLARK REUTHER	BARBARA CLARK REUTHER	200473	12/04/2002	\$10.00			115
118804-APCA	Mr. MARK DAVID SNYDER	MARK DAVID SNYDER	205048	12/04/2002	\$10.00			115
118805-APCA	Mr. TODD DONIVAN WINTERS	TODD DONIVAN WINTERS	210273	12/04/2002	\$10.00			115
118806-APCA	Ms. DEBY KAY BASS	DEBY KAY BASS	137041	12/04/2002	\$10.00			115
118807-APCA	Mr. STEVEN HERSHEL YOUNGBLOOD	STEVEN HERSHEL YOUNGBLOOD	161649	12/04/2002	\$10.00			115
118808-APCA	Mr. ROBERT ELMER PECK	ROBERT ELMER PECK	204554	12/04/2002	\$10.00			115

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UPSHUR COUNTY
THE SOFTWARE GROUP, INC

JURY SELECTION SYSTEM
11/26/02/JP3 & 12/02/02/DC LISTS
Check Register for 12/04/02

04 Dec 2002
PAGE 2

Check Number....	Title Name.....	Check Name.....	Juror ID	Check Date	Amount....	Ck Status	Court
118809-APCA	Mr. JAMES WARREN WHITLOW	JAMES WARREN WHITLOW	159826	12/04/2002	\$10.00		115
118810-APCA	Mr. MILBURN M SHELTON	MILBURN M SHELTON	7508	12/04/2002	\$10.00		115
118811-APCA	Mr. EDWARD JOSEPH JOHNSTON	EDWARD JOSEPH JOHNSTON	190984	12/04/2002	\$10.00		115
118812-APCA	Ms. DEBORAH LEILANI CRUCE	DEBORAH LEILANI CRUCE	161303	12/04/2002	\$10.00		115
118813-APCA	Mr. CHRISTOPHER JAMES MORROW	CHRISTOPHER JAMES MORROW	203914	12/04/2002	\$10.00		115
118814-APCA	Ms. KATHERINE SUZANNE DAVIS	KATHERINE SUZANNE DAVIS	205998	12/04/2002	\$10.00		115
118815-APCA	Ms. PAT ABNEY DYKE	PAT ABNEY DYKE	12711	12/04/2002	\$10.00		115
118816-APCA	Ms. HOLLY ALLISON HURTT	HOLLY ALLISON HURTT	151144	12/04/2002	\$10.00		115
118817-APCA	Mr. ANDREE' DESEAN THOMPSON	ANDREE' DESEAN THOMPSON	161275	12/04/2002	\$10.00		115
118818-APCA	Mr. TERRY LEE KEACH	TERRY LEE KEACH	197245	12/04/2002	\$10.00		115
118819-APCA	Mr. GERARDO GILBERTO GARCIA	GERARDO GILBERTO GARCIA	140609	12/04/2002	\$10.00		115
118820-APCA	Ms. THEAURICE L BROWN	THEAURICE L BROWN	144167	12/04/2002	\$10.00		115
118821-APCA	Mr. BRET WADE HAYDEN	BRET WADE HAYDEN	202205	12/04/2002	\$10.00		115

\$390.00

Check Amounts
39 records listed.

VOL 63 PG 348
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12/16/02 Dept. 580

Employee Pam Edge

Social Security No. _____ Emp. ID# 791

X	CHANGES(S)	FROM	TO
	Grade Step	13.5	13.5
	Rate	\$1017.13 S/m	\$1017.13 S/m
	Department	452	
	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 checked="" type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

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Comments:

Nadia Smith position

Authorized by: Odie Hill Sr.

Approved by:

Date: 12-13-02

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-01-03 Dept. 452/GR#2
 Employee Kimberly Peel
 Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	8, 1	
	Rate	\$798.25 s/m	
	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:

Pam Edge position

Authorized by:

Approved by: *Derry M. Lavelle* Date: 12-16-02

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 COUNTY, TX.
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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12/1/02 Dept. RtB
 Employee Jerry Wright
 Social Security No. _____ Emp. ID# 1157

X	CHANGES(S)	FROM	TO
	Grade Step	8, 1	8, 2
	Rate	\$798.25 S/m	\$ 811.13 S/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

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 COUNTY CLERK
 UPSHUR COUNTY, TX.
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Comments:

Authorized by [Signature] Date 12-13-02
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12/9/02 Dept. 403/Co. Clerk
 Employee Glenda Cox
 Social Security No. _____ Emp ID# 1224

X	CHANGES(S)	FROM	TO
	Grade Step	8,1	
	Rate	\$798.25/m	
	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

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 REX S. SHAW
 COUNTY CLERK
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 UPSHUR COUNTY, TX
 DEPUTY

Comments:

Authorized by: Rex Shaw Date: 12-16-02
 Approved by: _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-02 Dept. R+B

Employee Earnest Heize

Social Security No. _____ Emp. ID# 1159

X	CHANGES(S)	FROM	TO
	Grade Step	13,9	8,3
	Rate	#8.55 HR	#824.00 SM
	Department		
	Position		

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

02 DEC 16 PM 8:55
 REVA SHAW
 CLERK

Comments: Regular Salaried Employee

Authorized by [Signature] Date: 12-16-02

101 63 PG 353

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-17-02 Dept. 426/C.C.
 Employee KRISTIN CULBERSON
 Social Security No. _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	17,12	
	Rate	1261.75	2560. ⁰⁰
	Department		no.
	Position	Ch.	

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: Court Administrator
Go Ann Leftis position

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 COUNTY CLERK
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 COUNTY, TX.
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Authorized by: _____
 Approved by: _____ Date: _____

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	ID	STATUS
11307-PCA	12/13/02	12/16/02	GREEN, RUSSELL N	1,184 36		
11308-PCA	12/13/02	12/16/02	JACKSON, RICK D	1,178 73		
11309-PCA	12/13/02	12/16/02	LAGRONE, PEGGY S	685 83		
11310-PCA	12/13/02	12/16/02	DFMS, JOE W	138 54		
11311-PCA	12/13/02	12/16/02	STANLEY, TOMMY LEE	1,179 79	N	
11312-PCA	12/13/02	12/16/02	STILL, CHARLES L	1,495 25	N	
11313-PCA	12/13/02	12/16/02	CAIN, DERONDA KAYE	763 37	N	
11314-PCA	12/13/02	12/16/02	CHILDRESS, JANIS L	583 29		
11315-PCA	12/13/02	12/16/02	ESCANLAR, DORISIE L	554 48		
11316-PCA	12/13/02	12/16/02	MCBIDE, JUDITH A	574 12		
11317-PCA	12/13/02	12/16/02	RODENBERG, ROBIN D	672 68	N	
11318-PCA	12/13/02	12/16/02	SHAW, REX AUDENE	1,075 62	N	
11319-PCA	12/13/02	12/16/02	LOYD, DANNY MICHAEL	790 25	N	
11320-PCA	12/13/02	12/16/02	FOSTER, CATHERINE	221 64		
11321-PCA	12/13/02	12/16/02	STEELMAN, KARMEN CITA	736 97	N	
11322-PCA	12/13/02	12/16/02	KELLAR, LEANDA M	541 95		
11323-PCA	12/13/02	12/16/02	B. ASINGAME, ALICE P	690 19		
11324-PCA	12/13/02	12/16/02	DRENNAN, DEANNA R	1,413 16		
11325-PCA	12/13/02	12/16/02	ENGLISH, LOUIE M	613 62		
11326-PCA	12/13/02	12/16/02	LIBERACKI, JAMES H	73 51		
11327-PCA	12/13/02	12/16/02	ASKEW, PATSY M	637 41	N	
11328-PCA	12/13/02	12/16/02	CHEVALIER, MELISSA K	684 75		
11329-PCA	12/13/02	12/16/02	HAMBERLIN, FRANKIE M	1,020 47	N	
11330-PCA	12/13/02	12/16/02	HENSON, TEENA	801 15		
11331-PCA	12/13/02	12/16/02	MARSHALL, LORING F	551 62		
11332-PCA	12/13/02	12/16/02	PATE, CASEY N	611 54	N	
11333-PCA	12/13/02	12/16/02	SMITH, SUSAN K	594 68		
11334-PCA	12/13/02	12/16/02	GRIMES, ARNOLD	713 00		
11335-PCA	12/13/02	12/16/02	MANES, AMNA W ONE	119 11		
11336-PCA	12/13/02	12/16/02	MONEY, LISA R	667 55		
11337-PCA	12/13/02	12/16/02	EDGE, PAMELA S	697 61		
11338-PCA	12/13/02	12/16/02	GRIFFITH, NICHELE D	561 09		
11339-PCA	12/13/02	12/16/02	LITTLETON, PERRY M	850 71		
11340-PCA	12/13/02	12/16/02	HAMMOND, LORA L	651 09		
11341-PCA	12/13/02	12/16/02	PERRY, CAROLYN JO	766 71	N	
11342-PCA	12/13/02	12/16/02	JEWKES, SHERYL L	673 08		
11343-PCA	12/13/02	12/16/02	RAY, WILLIAM VALTON	755 35	N	
11344-PCA	12/13/02	12/16/02	BRUNSON, MARY DELL	883 34	N	
11345-PCA	12/13/02	12/16/02	BULLOCK, CAROLYN SUE	924 76	N	
11346-PCA	12/13/02	12/16/02	FARMER, MARGARET A	614 50		
11347-PCA	12/13/02	12/16/02	FETTER, MICHAEL B	1,275 95		
11348-PCA	12/13/02	12/16/02	JONES, EVELYN D	840 73	N	
11349-PCA	12/13/02	12/16/02	LINGLE, JOSEPH RICHARD JR.	1,035 54	N	
11350-PCA	12/13/02	12/16/02	MOORE, BARBARA L	742 96	N	
11351-PCA	12/13/02	12/16/02	NORTON, ANGELA J	1,356 88		
11352-PCA	12/13/02	12/16/02	HUTCHINS, WANDA L	747 53	N	
11353-PCA	12/13/02	12/16/02	LONG, PAMELA GAY	1,198 35		

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
11354-PCA	12/13/02	12/16/02	EAST, KAREN A	596 29	N	
11355-PCA	12/13/02	12/16/02	EVANS, MINA LEE	183 13		
11356-PCA	12/13/02	12/16/02	HARRIS, MYRA	743 78	N	
11357-PCA	12/13/02	12/16/02	TUEL, LINDA LOUISE	569 19	N	
11358-PCA	12/13/02	12/16/02	CURTIS, BRIDGETT L	646 64		
11359-PCA	12/13/02	12/16/02	GENTRY, PAULA A	686 00		
11360-PCA	12/13/02	12/16/02	GIBSON, CARLA R	498 50		
11361-PCA	12/13/02	12/16/02	HARRIS, JOANNA S	579 47		
11362-PCA	12/13/02	12/16/02	HILL, BARBARA A.	626 59		
11363-PCA	12/13/02	12/16/02	HOWELL, LUANA GAIL	693 76		
11364-PCA	12/13/02	12/16/02	JENKINS, LATICIA ANN	458 75	N	
11365-PCA	12/13/02	12/16/02	JAMINACK, SHERRON H	831 53		
11366-PCA	12/13/02	12/16/02	LEONARD, FONDA K	670 64		
11367-PCA	12/13/02	12/16/02	MCKINLEY, CHARLOTTE ELAINE	610 09		
11368-PCA	12/13/02	12/16/02	NEELEY, LISA D	674. 68		
11369-PCA	12/13/02	12/16/02	SMITH, MICHEAL LOYD	1,138 96	N	
11370-PCA	12/13/02	12/16/02	SUSTAIRE, AMY W	631 15		
11371-PCA	12/13/02	12/16/02	OFFIELD, STELLA GINA	701 65		
11372-PCA	12/13/02	12/16/02	STILL, DORIS E	302 67		
11373-PCA	12/13/02	12/16/02	COOK, JOHN RUBIN	775. 23	N	
11374-PCA	12/13/02	12/16/02	DANIELS, CHARLES D	907 94	N	
11375-PCA	12/13/02	12/16/02	HEARS, CHARLES R	691 28	N	
11376-PCA	12/13/02	12/16/02	BULLOCK, JOEL K	403 47		
11377-PCA	12/13/02	12/16/02	ROGERS, WILLIAM A	627 09		
11378-PCA	12/13/02	12/16/02	CORLEY, ROLAN D	661 13		
11379-PCA	12/13/02	12/16/02	KUZ4, HENRY MICHAEL II	574 94	N	
11380-PCA	12/13/02	12/16/02	ALFORD, JOHN MATTHEW	925 36	N	
11381-PCA	12/13/02	12/16/02	BETTERTON, ANTHONY S.	1,205 92	N	
11382-PCA	12/13/02	12/16/02	CROMLEY, ROBERT ALLEN	971 95	N	
11383-PCA	12/13/02	12/16/02	DANIELS, BRIAN M	924 31		
11384-PCA	12/13/02	12/16/02	DAUSTER, PHILLIP MARK	490 08		
11385-PCA	12/13/02	12/16/02	DAVIS, SCOTT WAYDE II	885 47		
11386-PCA	12/13/02	12/16/02	DEQUIR, JAMES A	923 32	N	
11387-PCA	12/13/02	12/16/02	DOWNNS GABRIEL R	901 35		
11388-PCA	12/13/02	12/16/02	FORTSON, LARRY WAYNE	893 50	N	
11389-PCA	12/13/02	12/16/02	GROSS, DON LARRY	837 63		
11390-PCA	12/13/02	12/16/02	HILL, PHILLIP M	838 43		
11391-PCA	12/13/02	12/16/02	KUHN, JERRY LYNN	952 09	N	
11392-PCA	12/13/02	12/16/02	MASSOLETTI, MARTY	881 34		
11393-PCA	12/13/02	12/16/02	MATTHEWS, GENEVA NELL	857 68		
11394-PCA	12/13/02	12/16/02	MOORE, JEFFERY SCOTT	977 14		
11395-PCA	12/13/02	12/16/02	MOORE, JERRY A	884 42	N	
11396-PCA	12/13/02	12/16/02	MURPHY, NADRA H	975 94	N	
11397-PCA	12/13/02	12/16/02	ROBERTS, GARY DALE	968 97		
11398-PCA	12/13/02	12/16/02	SALDIS, GEORGE CARL	932 78	N	
11399-PCA	12/13/02	12/16/02	SANDERS, BOBBY NEAL	994 49	N	
11400-PCA	12/13/02	12/16/02	STANLEY, TIMOTHY S.	756 37		

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
11401-PCA	12/13/02	12/16/02	STEELMAN, PAUL A	424 53		
11402-PCA	12/13/02	12/16/02	THOMPSON, NANCY K	673 11	N	
11403-PCA	12/13/02	12/16/02	TILLERY, HIRAM D	1,066 40		
11404-PCA	12/13/02	12/16/02	WARREN, ROXANNE	858 99		
11405-PCA	12/13/02	12/16/02	WILLEFORD, DONALD L	825 54		
11406-PCA	12/13/02	12/16/02	YOUNG, LELAND WAYNE	902 80	N	
11407-PCA	12/13/02	12/16/02	BARBER, BILLIE DARLENE	778 96	N	
11408-PCA	12/13/02	12/16/02	BARTON, JAMES ADAM	1,925 14		
11409-PCA	12/13/02	12/16/02	BEAN, ELIZABETH M	814 19	N	
11410-PCA	12/13/02	12/16/02	BEASLEY, JAMES LEON	846 70	N	
11411-PCA	12/13/02	12/16/02	BLEDSE, TRACI K	756 63		
11412-PCA	12/13/02	12/16/02	BRASHER, WILLIAM A	751 82		
11413-PCA	12/13/02	12/16/02	CABRERA, ALBERTO	736 04		
11414-PCA	12/13/02	12/16/02	CASEY, DENNIS W	791 80		
11415-PCA	12/13/02	12/16/02	CHOYCE, LAHANA J	820 52		
11416-PCA	12/13/02	12/16/02	DANIELS, JOE NATHAN	651 38		
11417-PCA	12/13/02	12/16/02	DAVIDSON, JUSTIN SCOTT	779 20		
11418-PCA	12/13/02	12/16/02	GRISHOLD, JAMES E	887 35	N	
11419-PCA	12/13/02	12/16/02	HANCOCK, SHERREE L	820 92		
11420-PCA	12/13/02	12/16/02	HARDY, MONICA	856 85		
11421-PCA	12/13/02	12/16/02	HELLENSTILL, RAY B	719 94	N	
11422-PCA	12/13/02	12/16/02	HUGHES, KAREN S	575 19		
11423-PCA	12/13/02	12/16/02	JEFFERY, KATHY J	842 12		
11424-PCA	12/13/02	12/16/02	JOHNSON, JOHNNY J	783 44		
11425-PCA	12/13/02	12/16/02	MARTIN, JOSHUA P	789 52		
11426-PCA	12/13/02	12/16/02	MASON, JERRE KAY	745 71		
11427-PCA	12/13/02	12/16/02	MCCAULEY, JILL A	316 03		
11428-PCA	12/13/02	12/16/02	MONTGOMERY, HERMAN C JR	801 05		
11429-PCA	12/13/02	12/16/02	MONTGOMERY, DEBRA J	675 81		
11430-PCA	12/13/02	12/16/02	NIELL, SHERRY L	840 70	N	
11431-PCA	12/13/02	12/16/02	NOLLEY, KENNETH R JR	765 71		
11432-PCA	12/13/02	12/16/02	OLLEP, TRACY E	839 27		
11433-PCA	12/13/02	12/16/02	POTTER, LYLE M JR	857 67		
11434-PCA	12/13/02	12/16/02	PLYE, RUTHIE L	803 59		
11435-PCA	12/13/02	12/16/02	ROBINSON, DONNA G	1,033 15	N	
11436-PCA	12/13/02	12/16/02	SHANNON, STEPHANIE	752 33		
11437-PCA	12/13/02	12/16/02	TAYLOR, ANTHONY M	806 31		
11438-PCA	12/13/02	12/16/02	TEFFTLELLER, ALLEN K	823 01		
11439-PCA	12/13/02	12/16/02	TULLAR, LESLIE R JR	773 83		
11440-PCA	12/13/02	12/16/02	WADE, ALAN M	841 18		
11441-PCA	12/13/02	12/16/02	WALKER, DIANE	354 33	N	
11442-PCA	12/13/02	12/16/02	WARREN, DENNIS C	764 27		
11443-PCA	12/13/02	12/16/02	YOUNGBLOOD, JOHN MICHAEL	765 71		
11444-PCA	12/13/02	12/16/02	BERRY, DEBORAH DENISE	619 90	N	
11445-PCA	12/13/02	12/16/02	BRIAN, KRISTIE D	909 47		
11446-PCA	12/13/02	12/16/02	BROWN, CHRISTOPHER E	1,124 45		
11447-PCA	12/13/02	12/16/02	BURROUS, JAMES MICHAEL	868 81		

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Wpshur County Treasurer
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CHECK REGISTER FOR CURRENT PAYROLL03 17 47pm 13 Dec 20
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CHECK ...	DATE PRINTED	PAYROLL DATE	Issued to ...	NET PAY	DD	STATUS
11448-PCA	12/13/02	12/16/02	GRANT, GLENDA ANN	757 43		
11449-PCA	12/13/02	12/16/02	HANCOCK, KATHRYN B	936 39		
11450-PCA	12/13/02	12/16/02	HODGES, RANDAL R.	819 93		
11451-PCA	12/13/02	12/16/02	HUDGINS, ROYCE L III	1,243.63	N	
11452-PCA	12/13/02	12/16/02	KELLER, LINDA H	1,015 76		
11453-PCA	12/13/02	12/16/02	LOFTICE, MIAMI MICHELLE	879 55		
11454-PCA	12/13/02	12/16/02	MANNING, JAMES ROGER	306 73		
11455-PCA	12/13/02	12/16/02	MCJIMSEY, BRUCE F	987 22		
11456-PCA	12/13/02	12/16/02	RAY, JIMMY DARRELL	2,003 25		
11457-PCA	12/13/02	12/16/02	SMITH, BONNIE LORRAINE	203 03		
11458-PCA	12/13/02	12/16/02	SMITH, TRACY B	866 01		
11459-PCA	12/13/02	12/16/02	SPIVEY, JOHN K	113 85		
11460-PCA	12/13/02	12/16/02	WARREN, SHERRY L	653 42		
11461-PCA	12/13/02	12/16/02	ALLEN, RALPH WAYNE	842 94		
11462-PCA	12/13/02	12/16/02	EDWARDS, SANDRA D	877 35	N	
11463-PCA	12/13/02	12/16/02	HERNDON, LORIE A	825 71		
11464-PCA	12/13/02	12/16/02	SMITH, MELINDA L	861 62	N	
11465-PCA	12/13/02	12/16/02	WYLIE, MILTON J	1,362 10	N	
11466-PCA	12/13/02	12/16/02	SMITH, NADRA CITA	661 32	N	
11467-PCA	12/13/02	12/16/02	ACKER, BRUCE E	375 37		
11468-PCA	12/13/02	12/16/02	ALBRIGHT, ANTHONY DONOVAN	42 02		
11469-PCA	12/13/02	12/16/02	ALBRIGHT, GAYLE DAVID	562 04		
11470-PCA	12/13/02	12/16/02	BARNES, MICHAEL H	672 23		
11471-PCA	12/13/02	12/16/02	BECK, EARNEST EARL	474 62	N	
11472-PCA	12/13/02	12/16/02	BLACKSTONE, WILLY PAT	792 35		
11473-PCA	12/13/02	12/16/02	BOLIN, SANFORD E	856 20		
11474-PCA	12/13/02	12/16/02	BREWSTER, MICKEY C	429 43		
11475-PCA	12/13/02	12/16/02	BYERS, MICHAEL K	729 41		
11476-PCA	12/13/02	12/16/02	CLINE, KENNETH W	1,862.13		
11477-PCA	12/13/02	12/16/02	CROCKETT, HARRY JAMES	569 03	N	
11478-PCA	12/13/02	12/16/02	DAVIS, GARY W	750 34		
11479-PCA	12/13/02	12/16/02	FATHERREE, MERKEL FREDERICK	518 98	N	
11480-PCA	12/13/02	12/16/02	FORT, TROY L	693 44		
11481-PCA	12/13/02	12/16/02	GLENN, BILLY E	615 38	N	
11482-PCA	12/13/02	12/16/02	GLENN, GEORGE R	257 57	N	
11483-PCA	12/13/02	12/16/02	GLENN, VERNITA ANN	672 16		
11484-PCA	12/13/02	12/16/02	HILL, ARTHUR D	277 98		
11485-PCA	12/13/02	12/16/02	HOYE, EARNEST T	896 46		
11486-PCA	12/13/02	12/16/02	HUNTER, THOMAS H	301 43		
11487-PCA	12/13/02	12/16/02	JEFFERY, DONALD RAY	690 10	N	
11488-PCA	12/13/02	12/16/02	JOHNSON, IVORY GENE	891 21	N	
11489-PCA	12/13/02	12/16/02	JONES, ELLIS	276 72		
11490-PCA	12/13/02	12/16/02	MARTIN, LISA A	261 73		
11491-PCA	12/13/02	12/16/02	MCCAULEY, JAMES L	635 04	N	
11492-PCA	12/13/02	12/16/02	MITCHELL, GARY D	664 61		
11493-PCA	12/13/02	12/16/02	NELSON, WILLIAM B	692 96		
11494-PCA	12/13/02	12/16/02	PENDARVIS, ABBOTT LYNN	086 26	N	

CHECK.	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
11495-PCA	12/13/02	12/16/02	PIERCE, JAMES W	714 02		
11496-PCA	12/13/02	12/16/02	RITTER, DON L	742 42		
11497-PCA	12/13/02	12/16/02	SMITH, EDDIE J	729 13	N	
11498-PCA	12/13/02	12/16/02	STEWART, HEATH DILLION	251 00		
11499-PCA	12/13/02	12/16/02	STOKER, JAMES LOUIS	936 96	N	
11500-PCA	12/13/02	12/16/02	THOMPSON, DANNY R	732 79		
11501-PCA	12/13/02	12/16/02	VALENTINE, MERLE WAYNE	691 84		
11502-PCA	12/13/02	12/16/02	WALTON, LLOYD H	693 59	N	
11503-PCA	12/13/02	12/16/02	WHITESIDE, RUTH TYSON	269 62	N	
11504-PCA	12/13/02	12/16/02	WRIGHT, JERRY D	598 81		
11505-PCA	12/13/02	12/16/02	YOUNG, JOEY A	489 07	N	
11506-PCA	12/13/02	12/16/02	JOHNSON, GERALD DON	924 55	N	
11507-PCA	12/13/02	12/16/02	DAVIDSON, TINA J	484 27		
11508-PCA	12/13/02	12/16/02	GILES, PEGGY J	585 98		
11509-PCA	12/13/02	12/16/02	MORRISON, JOYCE FRANCES	985 69	N	
11510-PCA	12/13/02	12/16/02	SMITH, EMMA JEAN	650 92	N	
11511-PCA	12/13/02	12/16/02	WEATHERY, STEVEN A	82 04		
11512-PCA	12/13/02	12/16/02	WILLIAMS, JANET C	733 13	N	
11513-PCA	12/13/02	12/16/02	WILLIAMS, MATTHEW J	97 50		
11514-PCA	12/13/02	12/16/02	CAMPBELL, MARY ROSE	685 20	N	
11515-PCA	12/13/02	12/16/02	TUCKER, KAREN S	309 14		
				155,462 00		
				155,462 00		

209 records listed

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CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
118836-APC	12/16/02	UPSHUR COUNTY INSURANCE ACCOUNT	4,461 15
118837-APC	12/16/02	NATIONWIDE PETIREMENT	321 76
118838-APC	12/16/02	FIRST NATIONAL BANK GILMER	32,838 76
118839-APC	12/16/02	FIRST NATIONAL BANK GILMER	18,312 27
118840-APC	12/16/02	HEALTHFIRST TPA	949 91
118841-APC	12/16/02	UPSHUR COUNTY IRC/125	296 87
118842-APC	12/16/02	UPSHUR COUNTY IRC/125	135 95
118843-APC	12/16/02	UPSHUR COUNTY IRC/125	158 44
118844-APC	12/16/02	UPSHUR COUNTY IRC/125	279 52
118845-APC	12/16/02	UPSHUR COUNTY IRC/125	279 60
118846-APC	12/16/02	UPSHUR COUNTY IRC/125	4,787 03
118847-APC	12/16/02	ATTORNEY GENERAL OF TEXAS	392 50
118848-APC	12/16/02	EAST TEXAS PROFESSIONAL	2,814 03
118849-APC	12/16/02	FIRST NATIONAL BANK	2,085 00
118850-APC	12/16/02	GILMER NATIONAL BANK	737 50
118851-APC	12/16/02	GILMER SAVINGS BANK	10 00
118852-APC	12/16/02	UPSHUR COUNTY INSURANCE ACCOUNT	881 64
118853-APC	12/16/02	RHONDA PEED #0009546732	135 00
118854-APC	12/16/02	VALIC	257 50
118855-APC	12/16/02	KARMEN STEELMAN	330 13
118856-APC	12/16/02	CHERYL ALBRIGHT	162 50
118857-APC	12/16/02	ENID DAUSTER	309 94
118858-APC	12/16/02	DONNA GOODE	88 00
118859-APC	12/16/02	BECKY GARRETT	97 50
118860-APC	12/16/02	SHARON KEMP #0539695371	105 00
118861-APC	12/16/02	MICHAEL GROSS	100 00
Total for All Payments -			71,327 50

Charles L. Still
COUNTY JUDGE, CHARLES STILL

Joe Orms
COMMISSIONER PCT#1, JOE ORMS

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Russell Green
COMMISSIONER PCT#4, RUSSELL GREEN

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:56
UPSHUR COUNTY, TX
DEPUTY

TREASURER'S MONTHLY REPORT

By Myra Harns, County Treasurer
Nov 1 thru Nov 30, 2002

	Beginning Balance	Revenues	Disbursements	Transfer In	Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 4,574,990.38	\$ 1,110,389.90	\$ 661,204.97		\$ 333,910.76	\$ 4,690,264.55	\$ 850,000.00	\$ 830,684.93	\$ 179,099.11	\$ 4,511,165.44	\$ 4,690,264.55
Insurance Acct	\$ 12,202.12	\$ 117,612.32	\$ 93,368.65			\$ 36,445.79			\$ 38,445.79		\$ 36,445.79
IRC125 Acct	\$ -	\$ 13,750.18	\$ 13,750.18			\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00
Ins Clearing	\$ 1,251.83	\$ 81,220.71	\$ 75,765.87			\$ 6,706.67	\$ -	\$ -	\$ 6,706.67	\$ -	\$ 6,706.67
Payroll Clearing	\$ 0.00	\$ -	\$ 333,910.76	\$ 333,910.76		\$ 0.00			\$ 0.00		\$ 0.00
Disaster Grant	\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00			\$ 0.00		\$ 0.00
Totals	\$ 4,588,444.33	\$ 1,322,973.11	\$ 1,178,000.43	\$ 333,910.76	\$ 333,910.76	\$ 4,733,417.01	\$ 850,000.00	\$ 830,684.93	\$ 222,251.57	\$ 4,511,165.44	\$ 4,733,417.01

INDEBTEDNESS

1997 Certificate of Obligations	\$ 3,255,000.00
Bank Property (Reissued @4.5147%) GNB	\$ 82,686.64
Road & Bridge #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	\$ 3,649,647.27

Indebtedness for Road & Bridge remains separated by Precincts for tracking purposes only

(Investment Register on Back)

Submitted under the provision of the Local Government Code Section 114.026

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 Harns
Myra Harns, County Treasurer

UPSHUR COUNTY INVESTMENT ACTIVITY FOR NOV. 2002

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
34757	Permanent School	\$1,133,931.53	8-Apr-02	4.50	8-Apr-03	365	\$4,333.79
34823	Tobacco	\$708,994.78	3-Jun-02	4.15	7-Oct-02	126	\$1,586.10
34872	Operating	\$450,000.00	2-Jul-02	4.15	15-Nov-02	138	\$2,251.24
34935	Operating	\$400,000.00	16-Jul-02	4.15	26-Nov-02	133	\$1,864.65
34975	Operating	\$200,000.00	9-Aug-02	4.15	16-Dec-02	129	\$704.93
34996	Operating	\$300,000.00	3-Sep-02	4.15	30-Dec-02	118	\$1,057.40
35075	Tobacco	\$719,151.85	7-Oct-02	4.50	7-Oct-03	12 months	\$2,748.54
35208	Operating	\$450,000.00	23-Oct-02	4.15	13-Feb-03	113	\$1,586.10
35215	Operating	\$500,000.00	31-Oct-02	4.25	29-Apr-03	180	\$0.00 Int.pd 12/1
35216	Operating	\$375,000.00	31-Oct-02	4.15	30-Jan-03	91	\$0.00 Int.pd 12/1
35106	Operating	\$400,000.00	22-Nov-02	4.25	29-May-03	188	\$0.00
35107	Operating	\$250,000.00	22-Nov-02	4.15	14-Apr-03	143	\$0.00
35108	Available School	\$30,684.93	22-Nov-02	4.25	15-Oct-03	327	\$0.00
35250	Operating	\$150,000.00	27-Nov-02	4.15	13-Mar-03	106	\$0.00
TOTALS		\$6,067,763.09					\$16,132.75

FILED
 REX A. SHAW
 COUNTY CLERK
 02 DEC 16 AM 10:56
 UPSHUR COUNTY, TX
 BY _____
 DEPUTY

Empty, clean, and disinfect all ashtrays
Clean and disinfect all benches, chairs, etc.
(inside and outside in all said buildings)
Clean and disinfect all hand rails (inside and out)
Empty, clean, and disinfect all trash cans, replace liners as
needed
Restock all paper products, soaps, trash can liners, etc.
as needed

WEEKLY REQUIREMENTS:

Clean and disinfect window sills, blinds, etc.
Dust, clean, and disinfect all office furniture including
shelves, counters, chairs, tables, desks, computers,
keyboards, copy machines, paper shredders, phones, fax
machines, electric heaters, fans, filing cabinets, etc
Dust, clean, and disinfect all ceiling fans, light fixtures,
desk lamps including bulbs

BI-MONTHLY

Dust, vacuum, and disinfect curtains, shades
Clean and disinfect fire stairs including fire alarm equipment
Dust, clean and disinfect all exit signs, A/C and heating
vents, directional signs, fire alarms, intercoms, speakers, etc.

MONTHLY

Vacuum all stuffed furniture (more as needed)
Oil and polish all wood in courtrooms; (when permitted or
asked by department head)

YEARLY

Strip and wax all floors, including offices
Shampoo all carpets
Spray and clean outside windows (with power machine)

FOR ALL BUILDINGS:

Vacuum and spot clean all carpet areas.
Clean, wash walls, and disinfect all restrooms.
Clean and mop stair well landings.
Clean all entry glass and door ways.
Buff all halls.
Clean elevator walls, floors and door tract.
Clean and disinfect all drinking fountains.
Empty and clean all ashtrays, both inside & outside
of buildings.
Restock all paper and soap dispensers.
Empty all trash cans, replace liners as needed.

COURTESY

When requested to do work to a building for recreational and/or health purposes, it can and will be completed in a timely manner, per request by department head

COURTESY

A repeat clean and disinfect of the jail visiting area will be done before and after said visiting hours
Clean and disinfect bathrooms, etc. inside
Doors, door handles, foot guards, hand rails, and handicapped hoist machine will be cleaned and disinfected
Clean and disinfect all drinking, candy, and snack machines
Clean and disinfect floors, entryway, stairs, and steps
Empty, clean and disinfect all trash cans, new liners as needed
Check and clean all windows, mirrors, etc.

There will not be any standing water or trash left in the buildings overnight. Proper department heads will be notified of any maintenance concerns daily.

THE COUNTY WILL FURNISH ALL PAPER PRODUCTS FOR RESTROOMS, TRASH CAN LINERS AND HAND SOAP.

WALKER JANITORIAL'S QUOTE FOR ALL THE ABOVE SERVICES ON COUNTY BUILDINGS LISTED IS IN THE AMOUNT OF \$40,000.00

RATE: SHOULD BE PROPOSED ON A YEARLY BASIS, THE COUNTY WILL PAY THESE FEES ON A MONTHLY BASIS.

COURTHOUSE
&
TAX OFFICE

JUSTICE CENTER
&
911 MAPPING

LIBRARY
&
ANNEX

Upshur County and/or Walker Janitorial will give a thirty (30) day notice if services are to be discontinued.

Jonda Walker

Carl Walker

STEWART INSURANCE AGENCY

200 JEFFERSON ST
P.O BOX 963
GILMER, TEXAS 75644

Phone 903-843-2717
Fax 903-843-2331

DECEMBER 9, 2002

REGARDING: WALKER JANITORIAL

TO WHOM IT MAY CONCERN:

WE ARE IN THE PROCESS OF GETTING INSURANCE IN PLACE FOR THE FOLLOWING POLICIES

WORKERS COMPENSATION
GENERAL LIA

WE WILL BE ABLE TO PROVIDE THESE COVERAGE FOR MRS. WALKER.

IF YOU HAVE ANY QUESTIONS ABOUT COVERAGE PLEASE CONTACT OUR OFFICE AND WE WILL
BE GLAD TO HELP YOU

SINCERELY,
TERRY CAPPS
STEWART INSURANCE AGENCY

Texas



Western Surety Company

BUSINESS SERVICES BOND

Bond No. 69330357

In consideration of an agreed premium, WESTERN SURETY COMPANY (hereinafter called "Surety") hereby agrees to indemnify Walker Janitorial Service of Gilmer, TX (hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscriber") to its services, and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any Employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 24 day of April, 2002, 12 00 o'clock night, standard time at the address of the Obligee above given, and ends at 12 00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

LIMIT OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or Employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrences causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved

DEFINITION OF PREMISE:

SECTION 7. Premise shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

MERGER OR CONSOLIDATION:

SECTION 8. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger

TRANSFER OF RIGHTS OF RECOVERY:

SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Company all rights of recovery, to the extent that a loss is paid by a Company against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

SALVAGE:

SECTION 12. If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee, or (b) at 12 00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall be not less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 14. This bond shall be deemed cancelled in its entirety at 12 00 o'clock night, standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten days after such service, or if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

SECTION 16. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law

EXCLUSIONS:

SECTION 17. This bond does not apply (a) to the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Obligee or Subscriber covered by this bond, (b) to potential income including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond, (c) to damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond, (d) to costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or amount of loss covered under this bond

SIGNED, SEALED AND DATED April 24 2002

The initial one-year premium on this bond is payable upon delivery



WESTERN SURETY COMPANY
of Sioux Falls, South Dakota

By: Stephen T. Pate
Stephen T. Pate, President

Countersigned

By: _____
Resident Agent

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM

TED COLLIER
GILMER, TEXAS
790-0280

AS PER BID SPECIFICATIONS
FOR BUILDING MAINTENANCE

\$3250 PER MONTH

FILED
HEX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY



Bulfinch Custodial Ser. Inc
1247 Smith Rd
Gilmer, Texas 75645

Bid

Number: **E101**

Date: **December 04, 2002**

Bill To:

Upshur County
Upshur County Court House
Gilmer, Texas 75644

Ship To:

Upshur County
Upshur County Court House
Gilmer, Texas 75644

Terms

PRICE PER YEAR

Description	Price	Amount
Courthouse	18,488.88	18,488.88
Justice Center	14,560.32	14,560.32
Library & Activity Building	4,560.00	4,560.00
Tax Assessor's Office	10,568.88	10,568.88
911 Building	1,489.92	1,489.92

Total

FILED
JACK A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:56
UPSHUR COUNTY, TX.
DEPUTY

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6-28-02

PRODUCER David Callarmar Insurance P.O. Box 30 Cisco, Texas 76437	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Bulfinch Custodial Service 1247 Smith Rd. Glimer, Texas 75645-0000	INSURERS AFFORDING COVERAGE INSURER A: <u>INSURERS Service Lloyd's</u> INSURER B: INSURER C: INSURER D: INSURER E:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (START DATE)	POLICY PERIOD (END DATE)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT. <input type="checkbox"/> LOC.				EACH OCCURRENCE \$ PER YEAR \$ PER OCCUR. \$ INFO EXP. (Any and all) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPOUND \$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (SA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
DAMAGE LIABILITY ANY AUTO				AUTO ONLY - SA ACCIDENT \$ OTHER THAN AUTO ONLY SA ACC \$ AUTO ONLY AGG \$
UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIONS \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY A. ANY PROPERTY OR PART-TIME EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BENEATH OTHER	3997243	6-14-02	6-14-03	PC STAT. - SA EMPLOYER \$ 100,000 ALL EACH ACCIDENT \$ 100,000 S. L. DISEASE - SA EMPLOYER \$ 100,000 S. L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Borg Warner P.O. Box 8326 Longview, Texas 75607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>David Callarmar</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED
06/28/2002

Kelley Insurance Agency
P.O. Box 1106

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

Big Sandy, TX 75755-1106
Bullfinch Custodial Ser.
1247 South Road

INSURERS AFFORDING COVERAGE

EVERETT United Fire Group

Gilmer, TX 75644-0575
903-734-5938

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

TYPE OF COVERAGE	POLICY NUMBER	START DATE	END DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR (LIMIT AGGREGATE) (AMT APPLIES PER) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOSS	20118004	03/18/02	03/18/03	EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ 100,000 AUTO AND VEH. DAMAGE \$ 5,000 PERSONAL & ADV. LIABILITY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP. EXP. AGG. \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED / AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT (All coverages) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
BOAT LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY (All accidents) \$ OTHER THAN AUTO ONLY (All acc.) \$ AUTO ONLY (All) \$
RENTAL LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> LIMITATION				EACH OCCURRENCE \$ ADEQUATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WORKERS COMP <input type="checkbox"/> EMPLOYERS LIABILITY \$1. EACH ACCIDENT \$ \$1. DEDUCTIBLE \$EMPLOYEE \$ \$1. MAXIMUM POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, RISKS, EXCLUSIONS AND OTHERS AS SET FORTH BY ENDORSEMENTS, IF APPLICABLE

CERTIFICATE HOLDER

BORG WARNER
PO BOX 8326
LONGVIEW, TX 75607

CANCELLATION

IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A WAIVER OF LIABILITY OF ANY INSURER WHEN THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE *Jana A. Kelley*

FEATHER DUSTERS OF AMERICA

A DIVISION OF OH ENTERPRISES, INC.

BILL & PEGGY HOLDER

515 W. BUTLER ST.

GILMER, TX 75644

903-843-5098

The following is a bid for janitorial cleaning for Upshur County. The amount of this bid annually is \$47,000 (Forty eight thousand dollars), to be paid monthly in 12 equal installments of \$3,916.66 (Three thousand and nine hundred and sixteen dollars and sixty-six cents). This contract will begin on the date specified by Upshur County Court of Commissioners, which is _____, and will continue for one year. If the terms of this contract are not requested by either party to be renegotiated at the end of this period, this contract will continue as stated. Feather Dusters of America will provide Upshur County Court of Commissioners with proof of Insurance and Bonding to accompany this bid. Feather Dusters also assures Upshur County Court of Commissioners that all employees are drug screened before hiring and periodically during employment.

Unless otherwise requested, there will be no standing water or trash left in building overnight from the janitorial cleaning process.

The following items are included in this bid:

BUILDINGS TO BE CLEANED:

- Upshur County Courthouse
- Upshur County Tax Assessor Building
- Upshur County Justice Center
- Upshur County 911 Building
- Upshur County Library and Annex

WORK WEEK:

Five days per week, Monday-Friday

WORK SCHEDULE AS WHERE REQUESTED:

• **DAILY:**

- Sweep & wet mop floors, Vacuum/spot clean all carpets
- Clean/disinfect bathrooms including toilets, hard sinks, walls, doors, switch plates, all handles, soap dispensers, and bathroom accessories
- Clean all entry ways; doors, inside/outside handles, hand rails, glass, floors
- Clean/disinfect elevator; inside walls, doors, buttons, outside doors, buttons

FILED
 HEX A. SHAW
 COUNTY CLERK
 02 DEC 16 AM 10:57
 UP SHUR COUNTY, TX.
 DEPUTY

- Clean/disinfect drinking fountains, snack and candy machines, etc.**
All other general cleaning as required
- **WEEKLY**
 - Clean/wipe out all window sills, blinds, curtains**
 - *Clean/dust all desks**
 - Clean chairs, tables, corners, behind doors, door frames**
 - *As permitted by department heads**
- **BI-WEEKLY**
 - Clean fire stairs**
- **MONTHLY**
 - Polish/oil all wood in court rooms**
 - Vacuum furniture; cushions/stuffed chairs, etc.**
 - Buff/wax floors**
- **YEARLY**
 - Strip and wax all floors, including offices**
 - Shampoo carpets**

FEATHER DUSTERS OF AMERICA requests that **UPSHUR COUNTY** will furnish all paper products for restrooms, trash can liners, hand soap and cleaning supplies.

FEATHER DUSTERS OF AMERICA



BILL HOLDER
VICE-PRESIDENT



BUSINESS SERVICES BOND

BOND NO. BBS 1128628

Old Republic Surety Company Old Republic Insurance Company

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify OH ENTERPRISES, INC. DBA FEATHER DUSTERS OF AMERICA DBA UNPACK AND SNACK

of 2710 FOUNTAINVIEW DRIVE CORINTH, TX 76210

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers" to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding FIVE THOUSAND AND NO/100

DOLLARS (\$ 5,000.), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SOLE PROPRIETOR OR PARTNERSHIP RIDER

TERM OF BOND:

SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on JULY 31, 2002 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction

LIMITS OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF PREMISES:

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee

MERGER OR CONSOLIDATION:

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall

continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE: SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

TRANSFER OF RIGHTS OF RECOVERY:

SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

SALVAGE:

SECTION 12: If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the insured or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligees employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employee, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employee unless the Surety shall agree in writing to include such employees within the coverage on this bond.

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

EXCLUSIONS:

SECTION 17. This bond does not apply:

- (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.
- (b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.
- (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.
- (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

By  The Company Referred To Above
Attorney-in-Fact
Sharon Rogers

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.

ORSC 21360 (9/96)

RVGL9522003
Policy Number

Republic-Vanguard Insurance Company

NOTICE

PHOENIX, ARIZONA
ADMINISTRATIVE OFFICES

P.O. Box 40600-7411 JOHN SMITH DR., SUITE 1400
San Antonio, Texas 78229

Previous Policy Number

Named Insured and Mailing Address **THIS POLICY EXCLUDES POLLUTION LIABILITY COVERAGE.**

OH ENTERPRISES, INC. UNPACK
SNACK FEATHER SEE ENDT GL-01
2710 FOUNTAINVIEW DRIVE
GORINTH, TX 76210

Policy Period:

From 07/31/2002 to 07/31/2003 at 12:01 AM. Standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 300,000.
Products-Completed Operations Aggregate Limit	\$ NOT APPLICABLE
Personal and Advertising Injury Limit	\$ 300,000.
Each Occurrence Limit	\$ 300,0000
Fire Damage Limit	\$ 50,000. Any One Fire
Medical Expense Limit	\$ 5,000. Any One Person

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: _____
(Enter "None" if no Retroactive Date applies)

DESCRIPTION OF BUSINESS AND LOCATION

Form of Business:

Individual Joint Venture Partnership Organization (Other than Partnership or Joint Venture)

Business Description: RESIDENTIAL CLEANING/JANITORIAL

Location of All Premises You Own, Rent or Occupy:
SAME AS ABOVE

CC: 0121

PREMIUM

Classification	Code No.	Premium Basis	PR/CO	ALL OTHER	Advance Premium											
JANITORIAL SERVICES - INCLUDING PRODUCTS/ COMPLETED OPERATIONS	96816	PAYROLL \$40,000	—	1880.	752.											
FREIGHT FORWARDERS OR HANDLERS - EXCLUDING ERRONEOUS DELIVERY - INCLUDING PRODUCTS/COMPLETED OPERATIONS	94617	\$27,200	—	18.53	450.											
Premium shown is payable: \$		at inception.	<table border="1"> <tr> <td>Policy Fee</td> <td>\$ 150.00</td> <td>FULLY EARNED</td> </tr> <tr> <td>State Tax</td> <td>\$ 65.57</td> <td></td> </tr> <tr> <td>Stamping Office Tax</td> <td>\$ 2.03</td> <td></td> </tr> <tr> <td>Total Advance Premium</td> <td>\$ 1,419.60</td> <td></td> </tr> </table>		Policy Fee	\$ 150.00	FULLY EARNED	State Tax	\$ 65.57		Stamping Office Tax	\$ 2.03		Total Advance Premium	\$ 1,419.60	
Policy Fee	\$ 150.00	FULLY EARNED														
State Tax	\$ 65.57															
Stamping Office Tax	\$ 2.03															
Total Advance Premium	\$ 1,419.60															

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Policy and made part of this policy at time of issue. RVGL95 (09/98), CG0001 (11/88), CG0103(11/85), GCCG0219 (6/86), IL0021 (2/93), GL-43 (2/93), GLTX100(01/01), GL-01(04/98), GL-01B, RLGL-100(01/01), GL-105(07/95), WOLDEX_01(06/01), CG2169(01/02), CG2104(11/85), GL-101(07/95), PD-01(10/97)

Countersigned: 09/13/2002

SPECIALTY INSURANCE MANAGERS
By GRANBURY, TEXAS

Authorized Representative

RVGL95 (09/98)

INSURED

0374

GR

FEATHER DUSTERS OF AMERICA

A DIVISION OF OH ENTERPRISES, INC.

BILL & PEGGY HOLDER

515 W. BUTLER ST.

GILMER, TX 75644

903-843-5098

The following is a bid for janitorial cleaning for Upshur County. The amount of this bid annually is \$51,000 (Fifty-one thousand dollars), to be paid monthly in 12 equal installments of \$4,250.00 (Four thousand and two hundred and fifty dollars and zero cents). This contract will begin on the date specified by Upshur County Court of Commissioners, which is _____, and will continue for one year. If the terms of this contract are not requested by either party to be re-negotiated at the end of this period, this contract will continue as stated. Feather Dusters of America will provide Upshur County Court of Commissioners with proof of Insurance and Bonding to accompany this bid. Feather Dusters also assures Upshur County Court of Commissioners that all employees are drug screened before hiring and periodically during employment.

Unless otherwise requested, there will be no standing water or trash left in building overnight from the janitorial cleaning process.

The following items are included in this bid:

BUILDINGS TO BE CLEANED: Upshur County Courthouse
Upshur County Tax Assessor Building
Upshur County Justice Center
Upshur County 911 Building
Upshur County Library and Annex
Upshur County Precinct 1 Sub-Court House
Upshur County Precinct 3 Sub-Court House

WORK WEEK: Five days per week, Monday-Friday

WORK SCHEDULE AS WHERE REQUESTED:

- **DAILY:** Sweep & wet mop floors, Vacuum/spot clean all carpets
Clean/disinfect bathrooms including toilets, hard sinks, walls, doors, switch plates, all handles, soap dispensers, and bathroom accessories
Clean all entry ways; doors, inside/outside handles, hand rails, glass, floors

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:51
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Clean/disinfect elevator; inside walls, doors, buttons, outside doors, buttons
Clean/disinfect drinking fountains, snack and candy machines, etc.
All other general cleaning as required

- **WEEKLY**

Clean/wipe out all window sills, blinds, curtains
*Clean/dust all desks
Clean chairs, tables, corners, behind doors, door frames

*As permitted by department heads

- **BI-WEEKLY**

Clean fire stairs

- **MONTHLY**

Polish/oil all wood in court rooms
Vacuum furniture; cushions/stuffed chairs, etc.
Buff/wax floors

- **YEARLY**

Strip and wax all floors, including offices
Shampoo carpets

FEATHER DUSTERS OF AMERICA requests that **UPSHUR COUNTY** will furnish all paper products for restrooms, trash can liners, hand soap and cleaning supplies.

FEATHER DUSTERS OF AMERICA



BILL HOLDER
VICE-PRESIDENT

J & J CLEANING SERVICES
(903-736-3701) Cell Phone
(903-734-4369) Home Phone

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX.
BY _____ DEPUTY

We are a small family owned business. We have lived, worked, and raised our family in Upshur County for 30 years. We are bonded and have liability insurance with a local insurance company in town. Each person that works, or will work, for us can pass a drug screen test or criminal background check.

We have 16 years' experience in floor and carpet care and meet all guidelines for OSHA. All products are approved and purchased thru a local chemical company. Material Safety Data Sheets are available when requested.

The county does not have to worry about theft of personal property, or the misuse of any county equipment or supplies. The same person is in the building daily at the same time. This is an advantage over having crews of workers come into your buildings or offices. We try not to interfere with any office while we clean. We are available 6 days a week.

We have worked out schedules with each department head to clean at their convenience, so that each one is taken care of in a timely manner.

All hallways and bathrooms are cleaned at night or early in the morning. We have some buildings that have requested that we clean them everyday; some only want to be cleaned bi-weekly. Whatever the department head wants is the way we work out our schedules.

The advantage of a small business cleaning for the county has proven to be effective due to the less chance of theft or the misuse of county property. If you have any problems or concerns with the cleaning of your department, you can address it with us that day and not have to wait to go thru channels or report it to a "team leader" to set up an appointment with you. If a problem arises, it can be taken care of at that moment. Enclosed is a copy of our daily and weekly schedule.

We arrive each morning at 6:30 a.m., and we work during the day then return each night at 7:00 p.m. to finish the Court House.

Mondays, Tuesdays, Wednesday and Fridays we clean the Justice Center and the Jail areas in the early morning. On Thursday morning we arrive earlier to clean the Jail area after Wednesday night's visitation.

We check the Court House to make sure that the bathrooms are cleaned and order any paper products that we might need.

The Library and Activity Building are checked daily during the week. 911 offices are cleaned on Tuesdays and Thursdays. Work is started back up at 12:00 noon, cleaning offices in the Justice Center. Scheduled times have been worked out with each department head, so that all areas can be cleaned without us being in their way with the public. Some offices want to be cleaned daily. Some want to be cleaned bi-weekly it depends on each department.

The Court House offices are cleaned as scheduled with each department head. All trash is pulled from all buildings daily and bathrooms are checked twice daily.

The Tax office is cleaned daily. We return to the Court House each night to clean the halls, bathrooms, water fountains and front porches. We are unable to clean these areas during the day. On Wednesday nights the halls in the Court House are buffed, and the Library and Activity Building is cleaned.

On Sunday afternoon we deep clean all buildings. This includes buffing all hallways in the courthouse and cleaning all windows, deep cleaning bathrooms, wiping down walls, cleaning ashtrays, blowing off front porches and walkways. The Jail's visitation area is also cleaned on Sunday afternoon after visitation hours are over.

During the Holiday Season or when the County buildings are closed for long weekends, we schedule all carpets to be

steam cleaned and floors to be waxed. This takes time and requires no traffic flow on the floors.

The Library and Activity Buildings' carpets are steamed cleaned 3 times per year. The Library has to be done more often due to the big water stains in the carpet from the roof leaking. Especially during rainy months, it has stained most of the carpet in this building and some of the walls. We have to use our commercial carpet cleaner and chemical more often to try to keep the stains lightened in these buildings. The courtrooms are steam cleaned once in the summer and once in the winter during the Holidays or closing. The Tax Office is done once in the summer on a weekend. Three times a year the hallways in the Courthouse are stripped and waxed with 6 to 8 coats on each hallway. Extra coats are placed on the floor as needed. The wooden floor in the Activity Building in the kitchen area is done yearly. To my knowledge no one has ever done this floor or maintained this except us. It takes a tremendous amount of time to use the special machine to sand the floor down and place the correct finish on the floor. We did this floor several times for the Friends of the Library before the carpet was placed in the large area. We use all commercial equipment and supplies everyday in each building .We also supply all wax for each area that has to be done.

Resolution

WHEREAS, The County of Upshur finds it in the best interest of the citizens of Upshur County, that the Juvenile Officer Program be operated for the 2003-04 year; and

WHEREAS, The County of Upshur has authorized the Upshur County Sheriff Department to apply for, accept, reject, alter, or terminate the grant.

WHEREAS, The County of Upshur has agreed to provide the minimum matching percentage for the said project as required by the Criminal Justice Division grant application; and

WHEREAS, The County of Upshur has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Upshur County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED that the County of Upshur approves submission of the grant application for the Juvenile Officer Program to the Governor, Criminal Justice Division.

Signed by:

Passed and approved this 16 day of December, 2002

Charles Still
Honorable Charles Still County Judge

Joe Orms
Joe Orms Commissioner Pct. 1

Tommy Stanley
Tommy Stanley Commissioner Pct. 2

Rick Jackson
Rick Jackson Commissioner Pct. 3

Russell Green, Jr.
Russell Green, Jr. Commissioner Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX
BY _____
DEPUTY

Resolution

WHEREAS, The County of Upshur finds it in the best interest of the citizens of Upshur County, that the program for the Community School/Summer Program Officer be operated for the 2002-03 year; and

WHEREAS, The County of Upshur has authorized the Upshur County Sheriff Department to apply for, accept, reject, alter, or terminate the grant.

WHEREAS, The County of Upshur has agreed to provide the minimum matching percentage for the said project as required by the Criminal Justice Division grant application; and

WHEREAS, The County of Upshur has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Upshur County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED that the County of Upshur approves submission of the grant application for the Community School/Summer Program Officer to the Governor, Criminal Justice Division.

Signed by:

Passed and approved this _____ day of December, 2002

Charles Still
Honorable Charles Still County Judge

Joey Orms
Joey Orms Commissioner Pct. 1

Tommy Stanley
Tommy Stanley Commissioner Pct. 2

Rick Jackson
Rick Jackson Commissioner Pct. 3

Russell Green, Jr.
Russell Green, Jr. Commissioner Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:27
UPSHUR COUNTY, TX.
DEPUTY

Resolution

WHEREAS, The County of Upshur finds it in the best interest of the citizens of Upshur County, that the program for the Community School/Summer Program Officer be operated for the 2003-04 year; and

WHEREAS, The County of Upshur has authorized the Upshur County Sheriff Department to apply for, accept, reject, alter, or terminate the grant.

WHEREAS, The County of Upshur has agreed to provide the minimum matching percentage for the said project as required by the Criminal Justice Division grant application; and

WHEREAS, The County of Upshur has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Upshur County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED that the County of Upshur approves submission of the grant application for the Community School/Summer Program Officer to the Governor, Criminal Justice Division.

Signed by:

Passed and approved this 16 day of December, 2002

Charles Still
Honorable Charles Still County Judge

Joey Orms
Joey Orms Commissioner Pct. 1

Tommy Stanley
Tommy Stanley Commissioner Pct. 2

Rich Jackson
Rich Jackson Commissioner Pct. 3

Russell Green, Jr.
Russell Green, Jr. Commissioner Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY AMBULANCE SERVICE

PO Box 272
Gilmer, Texas 75644
903-797-8500
903-7972080

December 16, 2002

Dear Sheriff Betterton

Upshur County Ambulance would like to submit to Upshur County a new EMS transport proposal, should you wish to follow through with this proposal I will draft a Ambulance agreement.

- 1. Ambulance transport to Gilmer Emergency Room \$250.00
- 2. Transport from Gilmer to Longview \$250.00
- 3. Transport to any other location outside Gilmer of Longview \$250.00 plus 5.00 per mile

These transport rates are inclusive (no charge for medical supplies).

The above referenced transport rates are for prisoners under the control of Upshur County, this agreement does not pertain to Upshur County employees as they are covered under some form of insurance.

Regards,


 David C. Royer EMT-P
 EMS Director

FILED
 REX A. SHAW
 COUNTY CLERK
 02 DEC 16 AM 10:57
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY



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

Naomi W. Ledé
Huntsville

Catherine Clark Mosbacher
Houston

Omyy Salinas Strauch
San Antonio

March 21, 2002

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

Subject: Title IV-E contracts and other contracts with PRS

Dear Judge Still:

I would like to express our appreciation for your county's participation in the Title IV-E program whereby the County, the State, and the Federal government all contribute to the care of children in foster care. Because federal and state rules for funding change and because we are required to review all such contracts annually, the Department has decided to redo all such contracts this spring. The timing and procedures for billing and the allowability and matching requirements are clarified.

We want to continue contracting with you in all of the ways we currently contract, and we may even be able to enter into new contracts, but throughout Texas we need to execute new versions of all of the following types of contracts by August 31, 2002:

- County IV-E child welfare service contracts concerning Child Welfare Boards and Foster Care Maintenance (including Administration and Training),
- Non-financial county IV-E contracts to establish or maintain a child welfare board,
- County legal expense contracts concerning IV-E legal reimbursements,
- Staff contribution contracts where the county contributes funds to TDPRS to pay for TDPRS staff, if and only if the contract is currently part of one of the first three types of contracts above, and
- Contracts for any other services if and only if they are currently combined in the same contract as one of the first three contracts above. (Each of the types will need to be turned into a separate contract)

These contracts described above are hereby canceled effective August 31, 2002 whether or not they are specifically listed below. PRS would like to immediately negotiate replacement contracts to be effective September 1, 2002.

In the case of Upshur County, our records indicate that at least the following contracts need to be renegotiated:

- # 4980019 Child Welfare Board

02 SEP 16 AM 10:51
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
DEPUTY

VOL 63 PG 390

The Honorable Charles Still
March 21, 2002
Page 2

New suggested contracts for the county child welfare services contract and for the county legal services contract are enclosed. I have designated Scott Jared (phone: 903 533-4171) to work with your county to answer questions and to complete all necessary forms and processes so that we can continue our relationship with no interruption. Please designate a staff member to work with TDPRS for the County.

We have also enclosed an overview document and some selected federal regulations to help explain what the Title IV-E program does.

If you have any questions or concerns that you wish to discuss with me personally, please do not hesitate to call me at (409) 951-3350 or you may contact my secretary in the Tyler office at (903) 509-5147. Thank you again for your current cooperation with TDPRS.

Sincerely,



Joyce James
Regional Director

8100 CAMERON RD. BLDG. B • AUSTIN, TEXAS 78754 • (512) 438-4800

State of Texas Title IV-E County Legal Services Contract

- c. Compliance with the contested case process... 2. The submission, processing and resolution of the contractor's claim... 3. Neither the occurrence of an event nor the pendency of a claim... XI. Incorporation by Reference... XII. Effective Dates of Contract... XIII. Execution of Contract.

Texas Department of Protective and Regulatory Services

Contractor: Printed County Name

Signature Printed Name: Printed Title:

Signature Charles L. Still Printed Name: Printed Title: County Judge

Date

12-16-02 Date

TDPRS and County Cooperation Title IV-E Overview

Title IV, one of 20 titles of the Social Security Act, addresses grants to States for aid and services to needy families with children, and for child-welfare services. Specifically, Title IV-E provides financial assistance to States for payments and expenses related to:

- ♦ foster care maintenance,
- ♦ adoption assistance, (PRS does not contract for adoption assistance with the counties)
- ♦ administrative costs,
- ♦ training, and
- ♦ independent living services program (separate contract; normally part of the PRS PAL program)

Regulations That Apply To Title IV-E Contracts

Nationally, Title IV is administered by the Department of Health and Human Services (HHS). Regulations of the Secretary of HHS relating to Title IV are published in the Code of Federal Regulations. Selected regulations are included in this packet. The following link will access the HHS Child Welfare Policy Manual:
<http://cb1.acf.dhhs.gov/programs/cb/cwpm/policy.cfm?id=8>

In Texas, Title IV-E of the Social Security Act is administered by the Texas Department of Protective and Regulatory Services (TDPRS). Counties which have a contract with PRS may claim a percentage of expenses for certain costs of foster care maintenance, administration expenses, and training expenses.

Many Title IV-E contracts are considered *subrecipient* contracts and, as such, are subject to particular rules and regulations that may not apply to *vendor* contracts. As defined in OMB Circular A-133, a subrecipient is a "non-federal entity that expends federal awards received from a pass-thru entity to carry out a federal program, but does not include an individual who is a beneficiary of such a program." All counties that receive \$300,000 or more in federal funding in the aggregate are required to have a "single audit". (OMB Circular A-133)

In those programs where a contractor is considered a subrecipient, PRS, the contractor, and any subrecipient subcontractors must comply with several special federal requirements in OMB Circulars A-110 and A-133. *Generally, County Title IV-E agreements are subrecipient contracts.*

Title IV-E Contracts Established and Managed By PRS

- *County child welfare services contracts (financial)* are entered into with county governments to establish and maintain a child welfare board, and they allow for the reimbursement to the counties of eligible Title IV-E expenditures for the child welfare board and/or foster children. Reimbursable expenditures include foster care maintenance, administrative costs, and training expenses.
- *County child welfare services contracts (non-financial)* are entered into with a county government to establish and maintain a child welfare board. These non-financial contracts give child welfare boards the right to receive PRS confidential information.
- *County legal services contracts* are entered into with county governments and allow for the reimbursement of costs of legal services for foster children. Reimbursable expenditures include administrative costs and training expenses.

Allowable Expenditures Under Title IV-E

The fiscal requirements under Title IV-E include federal matching funds for foster care maintenance and adoption assistance payments. Federal Financial Participation (FFP) is available under Title IV-E for allowable costs in expenditures for the following: foster care maintenance, training expenses, and administration and other expenses.

Will the County Be Reimbursed 100% Of Its Title IV-E Expenses?

No, only a certain percentage of allowable Title IV-E expenses will be reimbursed to the counties. The reimbursable portion is dependent on the eligibility of the child, the eligibility of expenses, the Federal Financial Participation Rate, and the population rate for each individual county. The remaining portion of the expenses is to be covered by the contractor using state or local funds. The items claimed under each type of expenditure (i.e., foster care maintenance payments, training, and administration and other expenses) are billed at a certain percentage known as a federal financial participation (FFP) rate.

*The FMAP rate for foster care maintenance payments changes in October of every year. The current FMAP rate shown in the table below is effective through September, 2002.

The following are the FFP rates currently in effect:

TYPE OF EXPENDITURE	FEDERAL FINANCIAL PARTICIPATION (FFP) RATE
<i>Foster Care Maintenance Payments</i>	60.17% *[federal medical assistance percentage (FMAP) rate]
<i>Training Expenses</i>	75%
<i>Administration and Other Expenses</i>	50%

What Specific Types Of Expenses Are Covered For The Various Title IV-E Allowable Expenditures?

- ***Foster Care Maintenance Payments:*** clothing, transportation costs, school supplies, child's personal incidentals, case management (not counseling), and child care
(Note: this is not an all-inclusive list; foster care maintenance payments must be tracked to the individual Title IV-E eligible child)
- ***Training Expenses:*** costs for short-term training for personnel employed by the state or local agency administering the plan; and costs of providing short-term training (including travel and per diem) to current or prospective foster and adoptive parents and the members of the state-licensed or approved child care institutions providing care to foster and adopted children receiving Title IV-E assistance.
(Note: Training reimbursed with Title IV-E Federal funds must be focused on enhancing knowledge and building skills necessary to perform functions directly related to the benefits offered by the program to improve outcomes for children placed in out-of-home care.)
- ***Administration and Other Expenses:*** referral to services, preparation for and participation in judicial determination, placement of the child, development of the case plan, case reviews, case management and supervision, a proportionate share of related agency overhead. (not all-inclusive list)
(Note: PRS will not allow these costs unless they are allocated based on a cost allocation plan prepared in accordance with OMB Circular A-87.)

Examples of Possible Reimbursement

- Foster care maintenance = \$1900 (total allowable expenses) * FMAP (60.17%) = \$1143.23
- Administration = \$3000 ((total allowable expenses) * Population rate (35%) * 50% = \$525.00
- Training = \$500 (total allowable expenses) * Population rate (35%) * 75% = \$131.25

Total federal reimbursement to Great County = \$1799.48

- *the population rate changes quarterly*
- *the population rate is county specific (each county has its own rate)*
- *the FMAP changes in October each year.*

What Specific Types Of Expenses Are Unallowable Under Title IV-E?

Examples of non-reimbursable services include (but are not limited to):

- physical/mental examinations
- medications of any type
- counseling of any type (but case management is allowable)
- testing/evaluation of any type
- homemaker or housekeeping services
- education expenses
- recreation expenses (unless it's a form of "child's personal incidentals")
- salaries for court employees

Additionally, "social services" are not allowable under any circumstances regardless of what type of professional/ non-professional provides them. This also includes costs that are incurred for social services that provide treatment to the child, the child's family, or foster family to remedy personal problems, behavior or home conditions.

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PART 1355--GENERAL

Current through February 5, 2002, 67 FR 5427

§ 1355.20 Definitions.

(a) Unless otherwise specified, the following terms as they appear in 45 CFR Parts 1355, 1356 and 1357 of this title are defined as follows--

Act means the Social Security Act, as amended.

ACYF means the Administration on Children, Youth and Families, Administration for Children and Families (ACF), U.S. Department of Health and Human Services

Adoption means the method provided by State law which establishes the legal relationship of parent and child between persons who are not so related by birth, with the same mutual rights and obligations that exist between children and their birth parents. This relationship can only be termed "adoption" after the legal process is complete.

Child abuse and neglect means the definition contained in 42 U.S.C. 5106(g)(2)

Child care institution means a private child care institution, or a public child care institution which accommodates no more than twenty-five children, and is licensed by the State in which it is situated or has been approved by the agency of such State or tribal licensing authority (with respect to child care institutions on or near Indian Reservations) responsible for licensing or approval of institutions of this type as meeting the standards established for such licensing. This definition must not include detention facilities, forestry camps, training schools, or any other facility operated primarily for the detention of children who are determined to be delinquent.

Commissioner means the Commissioner on Children, Youth and Families, Administration for Children and Families, U.S. Department of Health and Human Services.

Date a child is considered to have entered foster care means the earlier of: The date of the first judicial finding that the child has been subjected to child abuse or neglect, or, the date that is 60 calendar days after the date on which the child is removed from the home pursuant to §

1356.21(k). A State may use a date earlier than that required in this paragraph, such as the date the child is physically removed from the home. This definition determines the date used in calculating all time period requirements for the periodic reviews, permanency hearings, and termination of parental rights provision in section 475(5) of the Act and for providing time-limited reunification services described at section 431(a)(7) of the Act. The definition has no relationship to establishing initial title IV-E eligibility.

Department means the United States Department of Health and Human Services.

Detention facility in the context of the definition of child care institution in section 472(c)(2) of the Act means a physically restricting facility for the care of children who require secure custody pending court adjudication, court disposition, execution of a court order or after commitment.

Entity, as used in § 1355.38, means any organization or agency (e.g., a private child placing agency) that is separate and independent of the State agency, performs title IV-E functions pursuant to a contract or subcontract with the State agency, and, receives title IV-E funds. A State court is not an "entity" for the purposes of § 1355.38 except if an administrative arm of the State court carries out title IV-E administrative functions pursuant to a contract with the State agency.

Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the State agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.

Foster care maintenance payments are payments made on behalf of a child eligible for title IV-E foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel for a child's visitation with family, or other caretakers. Local travel associated with providing the items listed above is also an allowable expense. In the case of child care institutions, such term must include the reasonable costs of administration and operation of such institutions as are necessarily required to provide the items described in the preceding sentences. "Daily supervision" for which foster care maintenance payments may be made includes:

(1) Foster family care--licensed child care, when work responsibilities preclude foster parents from being at home when the child for whom they have care and responsibility

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in foster care is not in school, licensed child care when the foster parent is required to participate, without the child, in activities associated with parenting a child in foster care that are beyond the scope of ordinary parental duties, such as attendance at administrative or judicial reviews, case conferences, or foster parent training. Payments to cover these costs may be included in the basic foster care maintenance payment, a separate payment to the foster parent, or a separate payment to the child care provider, and

(2) Child care institutions--routine day-to-day direction and arrangements to ensure the well-being and safety of the child

Foster family home means, for the purpose of title IV-E eligibility, the home of an individual or family licensed or approved as meeting the standards established by the State licensing or approval authority(ies) (or with respect to foster family homes on or near Indian reservations, by the tribal licensing or approval authority(ies)), that provides 24-hour out-of-home care for children. The term may include group homes, agency-operated boarding homes or other facilities licensed or approved for the purpose of providing foster care by the State agency responsible for approval or licensing of such facilities. Foster family homes that are approved must be held to the same standards as foster family homes that are licensed. Anything less than full licensure or approval is insufficient for meeting title IV-E eligibility requirements. States may, however, claim title IV-E reimbursement during the period of time between the date a prospective foster family home satisfies all requirements for licensure or approval and the date the actual license is issued, not to exceed 60 days.

Full review means the joint Federal and State review of all federally-assisted child and family services programs in the States, including family preservation and support services, child protective services, foster care, adoption, and independent living services, for the purpose of determining the State's substantial conformity with the State plan requirements of titles IV-B and IV-E as listed in § 1355 34 of this part. A full review consists of two phases, the statewide assessment and a subsequent on-site review, as described in § 1355 33 of this part.

Legal guardianship means a judicially-created relationship between child and caretaker which is intended to be permanent and self-sustaining as evidenced by the transfer to the caretaker of the following parental rights with respect to the child: protection, education, care and control of the person, custody of the person, and decision-making. The term legal guardian means the caretaker in such a relationship.

National Child Abuse and Neglect Data System (NCANDS) means the voluntary national data collection and analysis system established by the Administration for Children and Families in response to a requirement in the Child Abuse Prevention and Treatment Act (Pub.L. 93-247), as amended.

Partial review means.

(1) For the purpose of the child and family services review, the joint Federal and State review of one or more federally-assisted child and family services program(s) in the States, including family preservation and support services, child protective services, foster care, adoption, and independent living services. A partial review may consist of any of the components of the full review, as mutually agreed upon by the State and the Administration for Children and Families as being sufficient to determine substantial conformity of the reviewed components with the State plan requirements of titles IV-B and IV-E as listed in § 1355 34 of this part, and

(2) For the purpose of title IV-B and title IV-E State plan compliance issues that are outside the prescribed child and family services review format, e.g., compliance with AFCARS requirements, a review of State laws, policies, regulations, or other information appropriate to the nature of the concern, to determine State plan compliance.

Permanency hearing means:

(1) The hearing required by section 475(5)(C) of the Act to determine the permanency plan for a child in foster care. Within this context, the court (including a Tribal court) or administrative body determines whether and, if applicable, when the child will be.

(i) Returned to the parent;

(ii) Placed for adoption, with the State filing a petition for termination of parental rights,

(iii) Referred for legal guardianship,

(iv) Placed permanently with a fit and willing relative; or

(v) Placed in another planned permanent living arrangement, but only in cases where the State agency has documented to the State court a compelling reason for determining that it would not be in the best interests of the child to follow one of the four specified options above.

(2) The permanency hearing must be held no later than 12 months after the date the child is considered to have entered foster care in accordance with the definition at § 1355 20 of this part or within 30 days of a judicial determination that reasonable efforts to reunify the child and family are not required. After the initial permanency hearing, subsequent permanency hearings must be held not less frequently than every 12 months during the continuation of foster care. The permanency hearing must be conducted by a family or juvenile court or another court of competent jurisdiction or by an administrative body appointed or approved by the court which is not a part of or under the supervision or direction of the State agency. Paper reviews, ex parte hearings, agreed orders, or other actions or hearings which are not open to the participation of the parents of the child, the child (if of appropriate age), and foster parents or preadoptive parents (if any) are not

permanency hearings.

State means, for title IV-B, the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa. For title IV-E the term "State" means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, and American Samoa.

State agency means the State agency administering or supervising the administration of the title IV-B and title IV-E State plans and the title XX social services block grant program. An exception to this requirement is permitted by section 103(d) of the Adoption Assistance and Child Welfare Act of 1980 (Pub L. 96-272). Section 103(d) provides that, if on December 1, 1974, the title IV-B program (in a State or local agency) and the social services program under section 402(a)(3) of the Act (the predecessor program to title XX) were administered by separate agencies, that separate administration of the programs could continue at State option.

Statewide assessment means the initial phase of a full review of all federally-assisted child and family services programs in the States, including family preservation and support services, child protective services, foster care, adoption, and independent living services as described in § 1355.33(b) of this part, for the purpose of determining the State's substantial conformity with the State plan requirements of titles IV-B and IV-E as listed in § 1355.34 of this part.

(b) Unless otherwise specified, the definitions contained in section 475 of the Act apply to all programs under titles IV-E and IV-B of the Act.

[48 FR 23114, May 23, 1983; 57 FR 30429, July 9, 1992; 58 FR 67924, Dec 22, 1993; 61 FR 58653, Nov 18, 1996; 65 FR 4075, Jan 25, 2000; 65 FR 70507, Nov 24, 2000; 66 FR 58675, Nov 23, 2001]

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§ 1356.10 Scope.

This part applies to State programs for foster care maintenance payments, adoption assistance payments, related foster care and adoption administrative and training expenditures, and the independent living services program under title IV-E of the Act.

[48 FR 23115, May 23, 1983; 61 FR 58655, Nov. 18, 1996]

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§ 1356.20 State plan document and submission requirements.

(a) To be in compliance with the State plan requirements and to be eligible to receive Federal financial participation (FFP) in the costs of foster care maintenance payments and adoption assistance under this part, a State must have a State plan approved by the Secretary that meets the requirements of this part, Part 1355 and section 471(a) of the Act. The title IV-E State plan must be submitted to the appropriate Regional Office, ACYF, in a form determined by the State.

(b) Failure by a State to comply with the requirements and standards for the data reporting system for foster care and adoption (§ 1355.40 of this chapter) shall be considered a substantial failure by the State in complying with the State plan for title IV-E. Penalties as described in § 1355.40(e) of this chapter shall apply.

(c) If a State chooses to claim FFP for voluntary foster care placements, the State must meet the requirements of paragraph (a) of this section and section 102 of Pub. L. 96-272, the Adoption Assistance and Child Welfare Act of 1980, as it amends section 472 of the Act.

(d) The following procedures for approval of State plans and amendments apply to the title IV-E program:

(1) The State plan consists of written documents furnished by the State to cover its program under Part E of title IV. After approval of the original plan by the Commissioner, ACYF, all relevant changes, required by new statutes, rules, regulations, interpretations, and court decisions, are required to be submitted currently so that ACYF may determine whether the plan continues to meet Federal requirements and policies.

(2) Submittal. State plans and revisions of the plans are submitted first to the State governor or his designee for review and then to the regional office, ACYF. The States are encouraged to obtain consultation of the regional staff when a plan is in process of preparation or revision.

(3) Review. Staff in the regional offices are responsible for review of State plans and amendments. They also initiate discussion with the State agency on clarification of significant aspects of the plan which come to their attention in the course of this review. State plan material on which the regional staff has questions concerning the application of Federal policy is referred with recommendations as required to the central office for technical assistance. Comments and suggestions, including those of consultants in specified areas, may be prepared by the central office for use by the regional staff in negotiations with the State agency.

(4) Action. Each Regional Administrator, ACF, has the authority to approve State plans and amendments thereto which provide for the administration of foster care maintenance payments and adoption assistance programs under section 471 of the Act. The Commissioner, ACYF, retains the authority to determine that proposed plan material is not approvable, or that a previously approved plan no longer meets the requirements for approval. The Regional Office, ACYF, formally notifies the State agency of the actions taken on State plans or revisions.

(5) Basis for approval. Determinations as to whether State plans (including plan amendments and administrative practice under the plans) originally meet or continue to meet, the requirements for approval are based on relevant Federal statutes and regulations.

(6) Prompt approval of State plans. The determination as to whether a State plan submitted for approval conforms to the requirements for approval under the Act and regulations issued pursuant thereto shall be made promptly and not later than the 45th day following the date on which the plan submittal is received in the regional office, unless the Regional Office, ACYF, has secured from the State agency a written agreement to extend that period.

(7) Prompt approval of plan amendments. Any amendment of an approved State plan may, at the option of the State, be considered as a submission of a new State plan. If the State requests that such amendment be so considered the determination as to its conformity with the requirements for approval shall be made promptly and not later than the 45th day following the date on which such a request is received in the regional office with respect to an amendment that has been received in such office, unless the Regional Office, ACYF, has secured from the State agency a written agreement to extend that period. In absence of request by a State that an amendment of an approved State plan shall be considered as a submission of a new State plan, the procedures under § 201.6(a) and (b) shall be applicable.

(8) Effective date. The effective date of a new plan may not be earlier than the first day of the calendar quarter in which an approvable plan is submitted, and with respect to expenditures for assistance under such plan, may not be earlier than the first day on which the plan is in operation on a statewide basis. The same applies with respect to plan

amendments.

(e) Once the title IV-E State plan has been submitted and approved, it shall remain in effect until amendments are required. An amendment is required if there is any significant and relevant change in the information or assurances in the plan, or the organization, policies or operations described in the plan.

(This requirement has been approved by the Office of Management and Budget under OMB Control Number 0980-0141. In accordance with the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.)

[48 FR 23115, May 23, 1983; 58 FR 67938, Dec. 22, 1993; 65 FR 4088, Jan 25, 2000; 66 FR 58676, Nov. 23, 2001]

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§ 1356.21 Foster care maintenance payments program implementation requirements

(a) Statutory and regulatory requirements of the Federal foster care program To implement the foster care maintenance payments program provisions of the title IV-E

State plan and to be eligible to receive Federal financial participation (FFP) for foster care maintenance payments under this part, a State must meet the requirements of this section, 45 CFR 1356.22, 45 CFR 1356.30, and sections 472, 475(1), 475(4), 475(5) and 475(6) of the Act.

(b) Reasonable efforts The State must make reasonable efforts to maintain the family unit and prevent the unnecessary removal of a child from his/her home, as long as the child's safety is assured; to effect the safe reunification of the child and family (if temporary out-of-home placement is necessary to ensure the immediate safety of the child), and to make and finalize alternate permanency plans in a timely manner when reunification is not appropriate or possible In order to satisfy the "reasonable efforts" requirements of section 471(a)(15) (as implemented through section 472(a)(1) of the Act), the State must meet the requirements of paragraphs (b) and (d) of this section In determining reasonable efforts to be made with respect to a child and in making such reasonable efforts, the child's health and safety must be the State's paramount concern

(1) Judicial determination of reasonable efforts to prevent a child's removal from the home

(i) When a child is removed from his/her home, the judicial determination as to whether reasonable efforts were made, or were not required to prevent the removal, in accordance with paragraph (b)(3) of this section, must be made no later than 60 days from the date the child is removed from the home pursuant to paragraph (k)(1)(ii) of this section

(ii) If the determination concerning reasonable efforts to prevent the removal is not made as specified in paragraph (b)(1)(i) of this section, the child is not eligible under the title IV-E foster care maintenance payments program for the duration of that stay in foster care

(2) Judicial determination of reasonable efforts to finalize a permanency plan

(i) The State agency must obtain a judicial determination that it has made reasonable efforts to finalize the permanency plan that is in effect (whether the plan is reunification, adoption, legal guardianship, placement with a fit and willing relative, or placement in another planned permanent living arrangement) within twelve months of the date the child is considered to have entered foster care in accordance with the definition at § 1355.20 of this part, and at least once every twelve months thereafter while the child is in foster care

(ii) If such a judicial determination regarding reasonable efforts to finalize a permanency plan is not made in accordance with the schedule prescribed in paragraph (b)(2)(i) of this section, the child becomes ineligible under title IV-E at the end of the month in which the judicial determination was required to have been made, and remains ineligible until such a determination is made

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(3) Circumstances in which reasonable efforts are not required to prevent a child's removal from home or to reunify the child and family. Reasonable efforts to prevent a child's removal from home or to reunify the child and family are not required if the State agency obtains a judicial determination that such efforts are not required because

(i) A court of competent jurisdiction has determined that the parent has subjected the child to aggravated circumstances (as defined in State law, which definition may include but need not be limited to abandonment, torture, chronic abuse, and sexual abuse),

(ii) A court of competent jurisdiction has determined that the parent has been convicted of:

(A) Murder (which would have been an offense under section 1111(a) of title 18, United States Code, if the offense had occurred in the special maritime or territorial jurisdiction of the United States) of another child of the parent,

(B) Voluntary manslaughter (which would have been an offense under section 1112(a) of title 18, United States Code, if the offense had occurred in the special maritime or territorial jurisdiction of the United States) of another child of the parent,

(C) Aiding or abetting, attempting, conspiring, or soliciting to commit such a murder or such a voluntary manslaughter, or

(D) A felony assault that results in serious bodily injury to the child or another child of the parent, or,

(iii) The parental rights of the parent with respect to a sibling have been terminated involuntarily

(4) Concurrent planning. Reasonable efforts to finalize an alternate permanency plan may be made concurrently with reasonable efforts to reunify the child and family

(5) Use of the Federal Parent Locator Service. The State agency may seek the services of the Federal Parent Locator Service to search for absent parents at any point in order to facilitate a permanency plan

(c) Contrary to the welfare determination. Under section 472(a)(1) of the Act, a child's removal from the home must have been the result of a judicial determination (unless the child was removed pursuant to a voluntary placement agreement) to the effect that continuation of residence in the home would be contrary to the welfare, or that placement would be in the best interest, of the child. The contrary to the welfare determination must be made in the first court ruling that sanctions (even temporarily) the removal of a child from home. If the determination regarding contrary to the welfare is not made in the first court ruling pertaining to removal from the home, the child is not eligible for title IV-E foster care maintenance payments for the duration of that stay in foster care.

(d) Documentation of judicial determinations. The judicial determinations regarding contrary to the welfare, reasonable efforts to prevent removal, and reasonable efforts to finalize the permanency plan in effect, including judicial determinations that reasonable efforts are not required, must be explicitly documented and must be made on a case-by-case basis and so stated in the court order

(1) If the reasonable efforts and contrary to the welfare judicial determinations are not included as required in the court orders identified in paragraphs (b) and (c) of this section, a transcript of the court proceedings is the only other documentation that will be accepted to verify that these required determinations have been made.

(2) Neither affidavits nor nunc pro tunc orders will be accepted as verification documentation in support of reasonable efforts and contrary to the welfare judicial determinations

(3) Court orders that reference State law to substantiate judicial determinations are not acceptable, even if State law provides that a removal must be based on a judicial determination that remaining in the home would be contrary to the child's welfare or that removal can only be ordered after reasonable efforts have been made

(e) Trial home visits. A trial home visit may not exceed six months in duration, unless a court orders a longer trial home visit. If a trial home visit extends beyond six months and has not been authorized by the court, or exceeds the time period the court has deemed appropriate, and the child is subsequently returned to foster care, that placement must then be considered a new placement and title IV-E eligibility must be newly established. Under these circumstances the judicial determinations regarding contrary to the welfare and reasonable efforts to prevent removal are required.

(f) Case review system. In order to satisfy the provisions of section 471(a)(16) of the Act regarding a case review system, each State's case review system must meet the requirements of sections 475(5) and 475(6) of the Act

(g) Case plan requirements. In order to satisfy the case plan requirements of sections 471(a)(16), 475(1) and 475(5)(A) and (D) of the Act, the State agency must promulgate policy materials and instructions for use by State and local staff to determine the appropriateness of and necessity for the foster care placement of the child. The case plan for each child must

(1) Be a written document, which is a discrete part of the case record, in a format determined by the State, which is developed jointly with the parent(s) or guardian of the child in foster care; and

(2) Be developed within a reasonable period, to be established by the State, but in no event later than 60 days from the child's removal from the home pursuant to paragraph (k) of this section;

(3) Include a discussion of how the case plan is designed to achieve a safe placement for the child in the least restrictive (most family-like) setting available and in close proximity to the home of the parent(s) when the case plan goal is reunification and a discussion of how the placement is consistent with the best interests and special needs of the child (FFP is not available when a court orders a placement with a specific foster care provider);

(4) Include a description of the services offered and provided to prevent removal of the child from the home and to reunify the family; and

(5) Document the steps to finalize a placement when the case plan goal is or becomes adoption or placement in another permanent home in accordance with sections 475(1)(E) and (5)(E) of the Act. When the case plan goal is adoption, at a minimum, such documentation shall include child-specific recruitment efforts such as the use of State, regional, and national adoption exchanges including electronic exchange systems

(This requirement has been approved by the Office of Management and Budget under OMB Control Number 0980-0140. In accordance with the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.)

(h) Application of the permanency hearing requirements

(1) To meet the requirements of the permanency hearing, the State must, among other requirements, comply with section 475(5)(C) of the Act

(2) In accordance with paragraph (b)(3) of this section, when a court determines that reasonable efforts to return the child home are not required, a permanency hearing must be held within 30 days of that determination, unless the requirements of the permanency hearing are fulfilled at the hearing in which the court determines that reasonable efforts to reunify the child and family are not required

(3) If the State concludes, after considering reunification, adoption, legal guardianship, or permanent placement with a fit and willing relative, that the most appropriate permanency plan for a child is placement in another planned permanent living arrangement, the State must document to the court the compelling reason for the alternate plan. Examples of a compelling reason for establishing such a permanency plan may include:

(i) The case of an older teen who specifically requests that emancipation be established as his/her permanency plan,

(ii) The case of a parent and child who have a significant bond but the parent is unable to care for the child because of an emotional or physical disability and the child's foster parents have committed to raising him/her to the age of majority and to facilitate visitation with the disabled parent,

or,

(iii) the Tribe has identified another planned permanent living arrangement for the child.

(4) When an administrative body, appointed or approved by the court, conducts the permanency hearing, the procedural safeguards set forth in the definition of permanency hearing must be so extended by the administrative body.

(i) Application of the requirements for filing a petition to terminate parental rights at section 475(5)(E) of the Social Security Act

(1) Subject to the exceptions in paragraph (i)(2) of this section, the State must file a petition (or, if such a petition has been filed by another party, seek to be joined as a party to the petition) to terminate the parental rights of a parent(s):

(i) Whose child has been in foster care under the responsibility of the State for 15 of the most recent 22 months. The petition must be filed by the end of the child's fifteenth month in foster care. In calculating when to file a petition for termination of parental rights, the State:

(A) Must calculate the 15 out of the most recent 22 month period from the date the child is considered to have entered foster care as defined at section 475(5)(F) of the Act and § 1355.20 of this part,

(B) Must use a cumulative method of calculation when a child experiences multiple exits from and entries into foster care during the 22 month period,

(C) Must not include trial home visits or runaway episodes in calculating 15 months in foster care, and,

(D) Need only apply section 475(5)(E) of the Act to a child once if the State does not file a petition because one of the exceptions at paragraph (i)(2) of this section applies,

(ii) Whose child has been determined by a court of competent jurisdiction to be an abandoned infant (as defined under State law). The petition to terminate parental rights must be filed within 60 days of the judicial determination that the child is an abandoned infant, or,

(iii) Who has been convicted of one of the felonies listed at paragraph (b)(3)(ii) of this section. Under such circumstances, the petition to terminate parental rights must be filed within 60 days of a judicial determination that reasonable efforts to reunify the child and parent are not required

(2) The State may elect not to file or join a petition to terminate the parental rights of a parent per paragraph (i)(1) of this section if

(i) At the option of the State, the child is being cared for by a relative,

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(ii) The State agency has documented in the case plan (which must be available for court review) a compelling reason for determining that filing such a petition would not be in the best interests of the individual child. Compelling reasons for not filing a petition to terminate parental rights include, but are not limited to:

(A) Adoption is not the appropriate permanency goal for the child, or,

(B) No grounds to file a petition to terminate parental rights exist; or,

(C) The child is an unaccompanied refugee minor as defined in 45 CFR 400.111; or

(D) There are international legal obligations or compelling foreign policy reasons that would preclude terminating parental rights, or

(iii) The State agency has not provided to the family, consistent with the time period in the case plan, services that the State deems necessary for the safe return of the child to the home, when reasonable efforts to reunify the family are required

(3) When the State files or joins a petition to terminate parental rights in accordance with paragraph (i)(1) of this section, it must concurrently begin to identify, recruit, process, and approve a qualified adoptive family for the child

(j) Child of a minor parent in foster care Foster care maintenance payments made on behalf of a child placed in a foster family home or child care institution, who is the parent of a son or daughter in the same home or institution, must include amounts which are necessary to cover costs incurred on behalf of the child's son or daughter. Said costs must be limited to funds expended on items listed in the definition of foster care maintenance payments in § 1355.20 of this part

(k) Removal from the home of a specified relative.

(1) For the purposes of meeting the requirements of section 472(a)(1) of the Act, a removal from the home must occur pursuant to

(i) A voluntary placement agreement entered into by a parent or guardian which leads to a physical or constructive removal (i.e., a non-physical or paper removal of custody) of the child from the home, or

(ii) A judicial order for a physical or constructive removal of the child from a parent or specified relative

(2) A removal has not occurred in situations where legal custody is removed from the parent or relative and the child remains with the same relative in that home under supervision by the State agency.

(3) A child is considered constructively removed on the date of the first judicial order removing custody, even temporarily, from the appropriate specified relative or the date that the voluntary placement agreement is signed by all relevant parties.

(l) Living with a specified relative For purposes of meeting the requirements for living with a specified relative prior to removal from the home under section 472(a)(1) of the Act and all of the conditions under section 472(a)(4), one of the two following situations must apply

(1) The child was living with the parent or specified relative, and was AFDC eligible in that home in the month of the voluntary placement agreement or initiation of court proceedings, or

(2) The child had been living with the parent or specified relative within six months of the month of the voluntary placement agreement or the initiation of court proceedings, and the child would have been AFDC eligible in that month if s/he had still been living in that home.

(m) Review of payments and licensing standards In meeting the requirements of section 471(a)(11) of the Act, the State must review at reasonable, specific, time-limited periods to be established by the State:

(1) The amount of the payments made for foster care maintenance and adoption assistance to assure their continued appropriateness, and

(2) The licensing or approval standards for child care institutions and foster family homes

(n) Foster care goals The specific foster care goals required under section 471(a)(14) of the Act must be incorporated into State law by statute or administrative regulation with the force of law.

(o) Notice and opportunity to be heard. The State must provide the foster parent(s) of a child and any preadoptive parent or relative providing care for the child with timely notice of and an opportunity to be heard in permanency hearings and six-month periodic reviews held with respect to the child during the time the child is in the care of such foster parent, preadoptive parent, or relative caregiver. Notice of and an opportunity to be heard does not include the right to standing as a party to the case.

[48 FR 23115, May 23, 1983; 65 FR 4088, Jan. 25, 2000; 66 FR 58676, Nov. 23, 2001]

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CODE OF FEDERAL REGULATIONS
TITLE 45--PUBLIC WELFARE
SUBTITLE B--REGULATIONS RELATING TO
PUBLIC WELFARE
CHAPTER XIII--OFFICE OF HUMAN
DEVELOPMENT SERVICES, DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
SUBCHAPTER G--THE ADMINISTRATION ON
CHILDREN, YOUTH AND FAMILIES, FOSTER
CARE MAINTENANCE PAYMENTS, ADOPTION
ASSISTANCE, AND CHILD AND FAMILY
SERVICES
PART 1356--REQUIREMENTS APPLICABLE TO
TITLE IV-E
 Current through February 5, 2002, 67 FR 5427

§ 1356.60 Fiscal requirements (title IV-E).

(a) Federal matching funds for foster care maintenance and adoption assistance payments.

(1) Effective October 1, 1980, Federal financial participation (FFP) is available to States under an approved title IV-E State plan for allowable costs in expenditures for:

(i) Foster care maintenance payments as defined in section 475(4) of the Act, made in accordance with 45 CFR 1356.20 through 1356.30 of this part, section 472 of the Act and section 102(d) of Pub L. 96-272, the Adoption Assistance and Child Welfare Act of 1980,

(ii) Adoption assistance payments made in accordance with 45 CFR 1356.20 and 1356.40 and sections 473 and 475(3) of the Act

(2) Federal financial participation is available at the rate of the Federal medical assistance percentage as defined in section 1905(b) of the Act, Definitions, and pertinent regulations as promulgated by the Secretary, or his designee

(b) Federal matching funds for State and local training for foster care and adoption assistance under title IV-E

(1) Federal financial participation is available at the rate of seventy-five percent (75%) in the costs of.

(i) Training personnel employed or preparing for employment by the State or local agency administering the plan, and;

(ii) Providing short-term training (including travel and per diem expenses) to current or prospective foster or adoptive parents and the members of the state licensed or approved child care institutions providing care to foster and adopted children receiving title IV-E assistance.

(2) All training activities and costs funded under title IV-E shall be included in the State agency's training plan for title

IV-B.

(3) Short and long term training at educational institutions and in-service training may be provided in accordance with the provisions of § § 235.63 through 235.66(a) of this title.

(c) Federal matching funds for other State and local administrative expenditures for foster care and adoption assistance under title IV-E. Federal financial participation is available at the rate of fifty percent (50%) for administrative expenditures necessary for the proper and efficient administration of the title IV-E State plan. The State's cost allocation plan shall identify which costs are allocated and claimed under this program.

(1) The determination and redetermination of eligibility, fair hearings and appeals, rate setting and other costs directly related only to the administration of the foster care program under this part are deemed allowable administrative costs under this paragraph. They may not be claimed under any other section or Federal program

(2) The following are examples of allowable administrative costs necessary for the administration of the foster care program

- (i) Referral to services,
- (ii) Preparation for and participation in judicial determinations,
- (iii) Placement of the child;
- (iv) Development of the case plan;
- (v) Case reviews;
- (vi) Case management and supervision;
- (vii) Recruitment and licensing of foster homes and institutions,
- (viii) Rate setting; and
- (ix) A proportionate share of related agency overhead
- (x) Costs related to data collection and reporting.

(3) Allowable administrative costs do not include the costs of social services provided to the child, the child's family or foster family which provide counseling or treatment to ameliorate or remedy personal problems, behaviors or home conditions.

(d) Cost of the data collection system

(1) Costs related to data collection system initiation, implementation and operation may be charged as an administrative cost of title IV-E at the 50 percent matching rate subject to the restrictions in paragraph (d)(2) of this section

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(2) For information systems used for purposes other than those specified by section 479 of the Act, costs must be allocated and must bear the same ratio as the foster care and adoption population bears to the total population contained in the information system as verified by reports from all other programs included in the system

(e) Federal matching funds for SACWIS. All expenditures of a State to plan, design, develop, install and operate the Statewide automated child welfare information system approved under § 1355.52 of this chapter, shall be treated as necessary for the proper and efficient administration of the State plan without regard to whether the system may be used with respect to foster or adoptive children other than those on behalf of whom foster care maintenance or adoption assistance payments may be made under this part.

[47 FR 30925, July 15, 1982, as amended at 48 FR 23117, May 23, 1983, 53 FR 50221, Dec 14, 1988, 58 FR 67938, 67947, Dec 22, 1993; 60 FR 26839, May 19, 1995; 65 FR 4091, Jan 25, 2000; 66 FR 58677, Nov. 23, 2001]

<General Materials (GM) - References, Annotations, or Tables>

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END OF DOCUMENT

State of Texas
Title IV-E Child Welfare Services Contract

Contract # _____

- I. **Parties.** The Texas Department of Protective and Regulatory Services (PRS), hereinafter referred to as the Department, and the Commissioners' Court of (e.g., Travis) 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.

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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.

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- 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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- 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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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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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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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

Short term training expenses

Administration and other expenses

E. Service Provisions.

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

Foster care maintenance payments

Short term training expenses

Administration and other expenses

State of Texas
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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

Short term training expenses

Administration and other expenses

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 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.

State of Texas
Title IV-E Child Welfare Services 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.
- 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

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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 ___ day of ___ and continuing through the ___ day of ___, 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.

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: Printed County Name

Signature
Printed Name:
Printed Title:

Signature
Printed Name:
Printed Title:

Date

Date

Child Welfare Board Contract Non-Financial

Contract # _____

I. The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and the Commissioners' Court of _____ County, hereinafter referred to as the County, agree to enter this contract to establish and 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 who are in need of protective services. If the child welfare board was previously established, then this contract is to maintain it.

This contract is entered into under the authority of §40.058 of the Human Resources Code and is not an agreement under Ch. 771 of the Government Code.

II. The County agrees:

- A. To establish and maintain a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264.005.
B. 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.
C. To remove or suspend any member 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 member has not committed such offenses, the member may be reinstated; however, the County shall notify the Department of its intent to do so ten (10) working days prior to the reinstatement. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reinstatement upon the request of the Department
D. 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.
E. To provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible

III. The Board required under Article II, Section A, 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:

- A. Assist the Department in identifying and meeting the needs of the children in the county who are covered under this contract.
B. 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.
C. 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

**Child Welfare Board Contract
Non-Financial**

- D. Ensure the confidentiality of records and other information relating to children and families 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.
- E. 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.
- IV. The Department agrees:
- A. To seek Title XIX Medicaid coverage within the amount, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits
- B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the Department conservatorship.
- V. The Parties mutually agree:
- A. That this mutually undertaken child welfare program must meet state licensing and/or certification standards for child-caring and child-placing activities as a condition to continuation of this contract.
- B. To comply with 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 County agrees to comply with Title 40, Chapter 738, 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. The County agrees to comply with Texas Health and Safety Code Section 85.113 (relating to work place and confidentiality guidelines regarding AIDS and HIV).
- C. That there shall be an annual review of this contract conducted to consider any appropriate changes.
- D. That the term of this contract shall be for a period beginning on the effective date of this contract and it shall terminate at such time as the federal, state, or county governments cease to participate in the program, by mutual consent of all parties hereto, or upon breach of the contract by one of the parties hereto. If mutual consent cannot be attained, either party to this contract may consider it canceled by giving thirty (30) days notice in writing to the other party, and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period. It is further agreed and understood that in the event the federal or state laws or other requirements should be amended or judicially interpreted so as to render fulfillment of this contract on the part of either party unfeasible or impossible or if the Department and the County should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the program as a result of such amendments or judicial interpretations, then, and in that event, the Department and the County shall be discharged from further obligation created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. That this contract shall constitute the entire agreement of the County and the Department, and supersedes any other agreement(s), contract(s), or amendment(s) whether formal or informal, which have been previously entered into by and between the County and the Department relating to the services covered under this contract.

**Child Welfare Board Contract
Non-Financial**

For the faithful performance of the terms of this contract, the parties hereto, in their capacities as stated, affix their signatures and bind themselves effective the ____ day of ____, 2002.

Texas Department of Protective
and Regulatory Services

Contractor: Printed County Name

Signature
Printed Name: _____
Regional Director, Region _____

Signature *Charles L. Still*
Printed Name: *Charles L. Still*
Printed Title: County Judge *County Judge*

Date

Date

State of Texas
Title IV-E County Legal Services Contract

Contract # _____

- I. **Parties.** The Texas Department of Protective and Regulatory Services (PRS), hereinafter referred to as the Department, and (e.g., Travis) County (a subdivision of the State of Texas), hereinafter referred to as the 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 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 federal 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. 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. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
 - 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.

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Title IV-E County Legal Services Contract

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.
- 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.

State of Texas
Title IV-E County Legal Services 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 service 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.

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.

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Title IV-E County Legal Services Contract

- 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 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)
 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

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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 or neglect 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 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 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.

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 expenditures related to the preparation for and participation in judicial determination for cases filed by the Department in order to carry out applicable provisions of Title IV-E. 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.

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Title IV-E County Legal Services Contract

B. Goal.

The goal of this contract is to provide fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act, including the training of county staff in areas necessary for the administration of this portion of the State IV-E plan.

C. Service Provisions.

Contractor will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act.

D. Contract Outcomes and Outputs.

Contractor will report the activities and outcomes of each case in which it participates pursuant to this contract and will provide a brief description of each short-term training in which its employees participate pursuant to this contract.

E. 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 reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A of this contract. 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 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.

State of Texas
Title IV-E County Legal Services 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
- 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 James R. Hine 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.



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

RESOLUTION

UPSHUR COUNTY COMMISSIONER'S COURT TO T.D.O.T.

WHEREAS, T.D.O.T. plans a replacement bridge on S.H. 154 West of Gilmer at the Kelsey Creek Crossing.

WHEREAS, T.D.O.T. prepare to close 154 traffic and reroute all 154 traffic on F.M. 1795 and Hwy. 49 during the Bridge Construction interim period.

WHEREAS, the Commissioner's Court feels this would be a potential deadly mistake for the people forced to drive on these farm to market roads.

WHEREAS, check of accident reports from all law enforcement agencies shows a portion of 49 to be the scene of many major and deadly accidents.
The road is narrow, constantly winding with deep curves and very steep grade.

NOW WHEREAS, the Commissioner's Court respectfully ask T.D.O.T. to keep 154 open during the Bridge construction and not put our citizens and fellow travelers at risk.

This Resolution Adopted on _____

County Judge Charles L. Still
Commissioner Pct. 1 Joe Opms
Commissioner Pct. 2 Jay State
Commissioner Pct. 3 [Signature]
Commissioner Pct. 4 [Signature]

cc: T.D.O.T-Gilmer
T.D.O.T-Atlanta
T.D.O.T.-Austin

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstration, and providing penalties for violations thereof: In the following County of Upshur, State of Texas, as follows:

ARTICLE I

Section 1: It is the policy of the County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations. The County also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

Section 1: It is the policy of the County to enforce this policy to the full extent allowed by law.

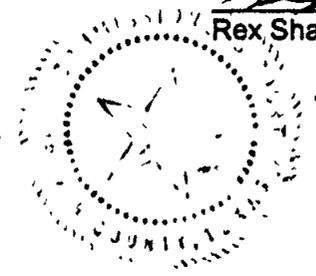
ARTICLE III

Passed and adopted by the County Commission of Upshur County, State of Texas, on the 16 day of ~~March~~ Dec, 2002.

Dec ch. Charles J. Still
Upshur County Judge

Attest:

Rex Shaw
Rex Shaw, County Clerk



FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FIRST NATIONAL BANK

"A Tradition of Community Banking"

P.O. Box 520 201 N. Wood Street
Gilmer, TX 75644
Ph. 903 843 4109 Fax 903 843 4182

Glenda Sustaire
Vice President

November 2, 2002

To Whom It May Concern:

Please be advised that the Upshur County Tax Assessor-Collector has a checking account with the First National Bank. The account is accessible for ETF/ACH credits and debits. The ABA Routing Number is 111905609 and the DDA Account Number is 13047601. The business information is as follows:

Upshur County
215 N. Titus Street
Gilmer, TX 75644

Thank you for your assistance.

Sincerely,



Glenda Sustaire
Vice President

FILED
R. X. A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:57
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Attachment B

ONLINE VEHICLE REGISTRATION MERCHANT ID REQUEST FORM

Date: OCTOBER 29, 2002

Send by Fax or email to: Joan Minton (512) 467-3994 Jminton@dot.state.tx.us
Or your local VTR Regional Office Representative

County Name: UPSHURMailing Address: 215 N TITUS, GILMER, TX 75644County Contact Name: MICHEAL L SMITHContact Title: TAX ASSESSOR-COLLECTORContact Phone Number: 903 843-3085Contact email: TAX230@NISTX.NET**BANK INFORMATION (Where you want the funds to be deposited)****ACH - Bank Deposit Information:**Bank Name: FIRST NATIONAL BANK OF GILMERABA (routing #): 111905609 DDA Account # 13047601Bank Contact Name: NANCY BALLARDContact Phone No: 903 843 4123Bank Address: 201 N. Wood StreetGilmer, TX 75644

(The following will be completed by Texas Online Personnel Only)

Card acceptance for following: Online Vehicle Registration Fees

Visa and MasterCard Merchant ID# _____

Sent to e-Pay on: _____

Sent to Global Payments on: _____

TxDOT Online Enrollment (rev.3/02)

RTS II Internet Online Renewal Enrollment Form IVTRS

(Confidential)

The following information is needed for your county to use the Internet Online Registration Renewal Event. This form should be completed and given to your VTR Regional Representative or mailed to the VTR Customer Help Desk, 4000 Jackson Ave, Austin, TX 78731. If you have any questions concerning this form, please contact the VTR Customer Help Desk at 1-877-933-2020 or your local VTR Regional Office representative.

COUNTY INFORMATION

- ◆ The Department will provide a picture of your courthouse on your site.
- ◆ The following information will also appear on the site for customers to view:
 - ◆ TAC Name MICHEAL L SMITH
 - ◆ Hours of Operation MON- FRI 8:00 AM TO 5:00 PM
 - ◆ General e-mail address for county TAX230@NISTX.NET
 - ◆ Phone number 903 843-3085
 - ◆ Links to other pages (such as county home page) _____

Additional information needed to support IVTRS:

- ◆ Does your county provide a website? Y X N; URL Address _____
- ◆ If so, will you provide a link from your website to www.texasonline.com for your customers? Y N
- ◆ Contact name and phone number for county IT/IS employee. (employee that is responsible for maintaining county web page) _____

DUTIES OF PARTICIPATING COUNTIES

- ◆ Obtain County Commissioner's Court approval to allow third party to accept electronic payment for vehicle registration renewal via the Internet and the RTS online renewal event.
- ◆ Allow third party to accept electronic payment for vehicle registration renewal via the Internet on behalf of the county.
- ◆ Provide a (sample or cancelled) check for funds transfer or have the county Bank Institution complete and sign a letter providing current account information. (sample attached)
- ◆ Reconcile ACH transfer with RTS funds report(s) as necessary.
- ◆ Process qualified Internet registration renewal transactions as submitted by registrant by use of the RTS online renewal event.
- ◆ Communicate with registrant via e-mail, regular mail and any other means as necessary.

RTS II will provide easy access for your county employees to work through the online renewal event. Information in this form is shared with the vendor that hosts the payment process and allows the vendor payment processor to ACH (e-mail) the county renewal fees to the county's correct account. All information is treated with strict confidentiality. Should you experience any problems or delays, please contact the VTR Help Desk immediately.

See Attachment B

_____ (S) County Tax Assessor-Collector
 _____ County
 _____ Date

Attachment B

**ONLINE VEHICLE REGISTRATION MERCHANT ID
REQUEST FORM**

Date: OCTOBER 29, 2002

Send by Fax or email to: Joan Minton (512) 467-3994 Jminton@dot.state.tx.us
Or your local VTR Regional Office Representative

County Name: UPSHUR COUNTY

Mailing Address: 215 N TITUS, GILMER, TX 75644

County Contact Name: MICHEAL L SMITH

Contact Title: TAX ASSESSOR-COLLECTOR

Contact Phone Number: 903 843-3085

Contact email: TAX230@NISTX.NET

BANK INFORMATION (Where you want the funds to be deposited)

ACH - Bank Deposit Information:

Bank Name: FIRST NATIONAL BANK OF GILMER

ABA (routing #): 111905609 DDA Account # 13047601

Bank Contact Name: _____

Contact Phone No: _____

Bank Address: _____

(The following will be completed by Texas Online Personnel Only)

Card acceptance for following: **Online Vehicle Registration Fees**

Visa and MasterCard Merchant ID# _____

Sent to e-Pay on: _____

Sent to Global Payments on: _____

2002 Personal, Real and Mineral Levy Roll

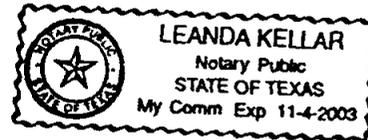
2002	#Bills	Assessed	Total Ex	Net Taxable	Levy M&O	Levy I&S	Tax Due
230	88430	1,444,007,894	150,970,052	1,293,037,842	6,837,106.32	770,673.02	7,607,779,34

I, Micheal L. Smith, Tax Assessor-Collector of Upshur County, do hereby certify this roll to be true and correct to the best of my ability based on the limits of information available to me.

Micheal L. Smith

Sworn and Subscribed this 14th day of October, 2002

Leanda Kellar
Notary Public in and for



Upshur County, Texas

VOL 63 PG 432

FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
02 NOV 18 PM 2:39
BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
02 DEC 16 AM 10:28
BY _____
DEPUTY

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by Micheal L. Smith, Tax Assessor-Collector of Upshur County
 During the month of October 2002

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

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

$0.00 \times 15\% = 0.00$

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT	\$599,322.37	\$0 00	\$0 00	201 49			\$599,523 86
DELINQUENT	\$54,559.75	\$22,196.66	\$11,270.69	\$683 27			\$88,710 37
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$653,882.12	\$22,196.66	\$11,270 69	\$884 76			\$688,234 23

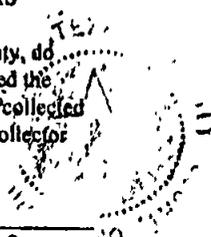
Micheal L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS
 Sworn to and subscribed before me this
15th day of November, 2002 A.D.

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

Pay Delinquent Tax Attorney: \$11,270.69

I, Rex Shaw, County Clerk of Upshur County, do hereby certify that I have carefully examined the above mentioned Monthly Report of Taxes collected by MICHEAL L SMITH, Tax Assessor-Collector of said county.

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS



MONTHLY REPORT
FOR
AD VALOREM TAXES and FEES
OCTOBER 2002

CURRENT TAXES	\$599,322.37
DELINQUENT TAXES	\$54,559.75
PENALTY & INTEREST	\$22,196.66
ATTORNEY FEES COLLECTED	\$11,270.69
TAX CERTIFICATES & FEES	\$1,050.75
RETURN CHECK FEES	\$105.00
BEER & ALCOHOL FEES	\$285.00
VOTER LIST	\$21.57
MISCELLANEOUS FEES	\$8.00
VARIANCE	\$884.76
FEDERAL FLOOD CONTROL	\$0.00
ENTITIES COLLECTION FEES	\$13,750.46
MANUAL DISTRIBUTION	-\$51.15
 TOTAL COLLECTIONS	 \$703,403.86
 AD VALOREM INTEREST	 \$520.09
HWY DEPARTMENT INTEREST	\$474.69

Upshur County Tax Office

A T C SYSTEM v 7.5

11:30am 24 Nov 2002

Software Group, Inc.

Monthly Collection Totals for ALL Years
ALL Batches From 10/01/2002 thru 10/31/2002

Page 1

(230) UPSHUR COUNTY

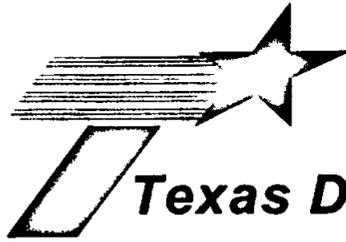
WITKS	LEVY N&D	LEVY I&S	TAX DUE	DISC / P&T	TORNEY FEE	FEE	AMOUNT PAID	AMOUNT DUE	VARIANCE	
1981	1	8.39	2.00	0.39	1.02	2.00	2.00	1.41	1.41	0.30
1982	3	12.77	0.00	12.77	31.68	6.60	0.00	51.11	51.11	3.00
1983	9	40.73	0.00	40.73	35.25	7.67	0.00	83.65	83.65	2.00
1984	6	37.39	0.00	37.39	83.90	18.22	0.00	139.59	139.59	2.00
1985	24	217.02	0.00	217.02	232.63	51.31	0.00	501.17	501.16	0.01
1986	15	219.08	0.00	219.08	436.71	98.51	0.00	755.10	755.10	3.00
1987	28	199.75	37.95	237.70	442.94	102.11	0.00	782.75	782.75	0.00
1988	30	241.19	37.58	278.67	406.81	114.83	0.00	800.51	800.51	0.00
1989	37	280.49	42.12	322.61	538.14	130.36	0.00	999.11	999.11	2.00
1990	51	492.18	66.38	558.56	848.51	211.22	0.00	1619.30	1619.29	0.01
1991	33	289.32	40.99	330.31	458.35	118.31	0.00	906.97	906.97	0.00
1992	41	432.84	56.38	489.22	623.52	166.95	0.00	1279.69	1279.69	2.00
1993	56	512.37	60.76	573.13	662.51	185.35	0.00	1420.96	1420.99	-0.03
1994	72	540.70	59.99	600.69	622.00	183.62	0.00	1407.17	1407.19	0.02
1995	93	780.32	44.03	824.35	765.28	238.38	0.00	1828.03	1828.01	0.02
1996	79	1325.73	120.88	1446.61	1136.17	380.97	0.00	2943.80	2943.75	0.05
1997	147	1883.19	163.87	2047.06	1390.95	511.67	0.00	3948.88	3948.88	0.00
1998	130	3646.55	372.01	4018.56	2272.46	940.09	0.00	7251.09	7251.03	0.14
1999	301	4544.62	0.00	4544.62	2027.00	981.70	0.00	7553.45	7553.53	-0.08
2000	410	9623.82	1232.86	10856.68	3569.45	2162.58	0.00	16608.76	16608.71	0.05
2001	1253	24335.47	2558.23	26893.70	5530.62	4660.10	0.00	37767.87	37884.47	693.40
2002	6963	530610.64	60711.73	591322.37	0.00	0.00	0.00	599523.86	599322.37	201.49
Entity 230	9876	580256.94	65624.96	645881.90	22196.66	11270.69	0.00	688234.23	687349.47	884.76

1980
 1980
 1980

	CURRENT	DELINQ
1980 Tax Levy Roll		
Supplements	11,462.14	7,507,779.34
Adjusted Tax Levy Roll		1,006,403.40
1980 South Taxes Collected	2.00	
Current Month Taxes Collected	599,322.27	
Total Taxes Collected	599,322.27	8,514,182.74
Balance of Current Roll		7,507,779.34
Balance of Delinquent Roll		7,507,779.34

	CURRENT	DELINQ
Delinquent Tax Levy Roll		
Supplements	1,054.27	1,641,842.50
Adjusted Tax Levy Roll		1,639,983.22
1980 South Taxes Collected	2.00	
Current Month Taxes Collected	54,553.72	
Total Taxes Collected	54,555.72	3,281,825.72
Balance of Delinquent Roll		1,639,983.22
Balance of Current Roll		1,639,983.22

NEWS RELEASE



Texas Department of Transportation

ATLANTA DISTRICT • 701 EAST MAIN • ATLANTA, TEXAS 75551-2418 • (903) 796-2851

ROBERT H. RATCLIFF, DISTRICT ENGINEER

MARCUS SANDIFER, PUBLIC INFORMATION OFFICER

Nov. 21, 2002
FOR IMMEDIATE RELEASE

Area Intersections to Receive New Signals, Flashing Beacons

Five intersections located in Morris and Upshur Counties are scheduled to have signal light upgrades or new flashing beacons according to plans approved in November by the Texas Department of Transportation (TxDOT).

"Signal lights will be upgraded at three intersections in Upshur County. The new signals will be installed on mast arms and will be controlled by computerized video detection systems that should help traffic move more smoothly," said Carlos Ibarra, director of traffic operations for the TxDOT Atlanta District. "Intersections scheduled for upgrades are located at US 259 and FM 450/FM 1649 in Ore City, at US 259 and Texas 155 north of Ore City and at Texas 300 at FM 1844 near the Gregg County Line."

Two more intersections are scheduled to have flashing beacons installed to help reduce accidents, Ibarra said. The first location is at the intersection of US 259 and FM 144 in Lone Star and the other is at Texas 154 and FM 1795 west of Gilmer.

Texas Traffic Control Systems, Inc. of New Caney, Texas, was awarded the contract for the work with a low bid of \$217,455.

Work on the signal lights should begin in February 2003 and be completed by 2003, Ibarra said.

###

FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
02 09 16 AM 10:28
BY _____
DEPUTY



Texas Department of Transportation

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

November 21, 2002

Honorable Charles Still
Upshur County Judge
PO Box 790
Gilmer, Texas 75644

Dear Judge Still:

I am pleased to attach for your information a copy of Texas Department of Transportation Commission Minute Order Number 109097 dated November 21, 2002. The Texas Department of Transportation has approved plans to upgrade traffic signals or install new flashing beacons at five (5) intersections in Morris and Upshur Counties.

The new signals will be installed on mast arms and will be controlled by computerized video detection systems that should help traffic move more smoothly. The intersections scheduled for upgrades are located at:

- US 259 and FM 45/FM 1649 in Ore City
- US 259 and SH 155 north of Ore City
- SH 300 at FM 1844 near the Gregg County Line

Intersections scheduled to have flashing beacons installed to help reduce the number accidents are at:

- US 259 and FM 144 in Lone Star
- SH 154 and FM 1795 west of Gilmer

Texas Traffic Control Systems, Inc., of New Caney, was awarded the contract for the project for the low bid of \$217,454.80.

Work on the signal lights should begin in February 2003 and be completed by July 2003. This project is being funded with federal funds.

Engineering supervision will be under the direction of Carlos Ibarra, Director of Transportation Operations in the Atlanta District. He can be contacted at (903) 799-1480.

FILED
PEX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:55
ATLANTA COUNTY, TX
BY _____ DEPUTY

Sincerely,

Robert H. Ratcliff, P.E.
District Engineer (Atlanta)

Attachment

TEXAS TRANSPORTATION COMMISSION

VARIOUS County

MINUTE ORDER

Page 1 of 1

District VARIOUS

Pursuant to Transportation Code, Chapter 223, Subchapter A, and Title 43, Texas Administrative Code, Chapter 9, Subchapter B, the Texas Department of Transportation (department) solicited and received sealed competitive bid proposals for improvement of the State Highway System, which were publicly opened and read on November 7 and 8, 2002.

Pursuant to cited code provisions highway improvement contract bids on a project may be accepted or rejected, but if accepted must be awarded to the lowest bidder.

The department recommends that the Texas Transportation Commission (commission) respectively award to the lowest bidder or reject, as indicated, those highway improvement contracts identified on attached Exhibit A to this order.

IT IS THEREFORE ORDERED by the commission that the highway improvement contracts described in Exhibit A be and are hereby respectively awarded to the lowest bidder or rejected as indicated therein.

If a contractual requirement of award is not satisfied within the prescribed time limit, including any extension of time allowed by the executive director or the director's designee, by reason of the action or inaction of the successful low bidder on any contract, including, but not limited to, disadvantaged business/historically underutilized business participation, the contract is automatically in default and the executive director is authorized and directed to retain and deposit the related contract proposal guaranty to the credit of the State Highway Fund and to readvertise that project for competitive bids at the earliest practical subsequent date.

If a condition of award is not satisfied, including, but not limited to, reason of nonconcurrence of the Federal Highway Administration, the failure of a third party to fund or concur, or failure to meet other conditions in the contract, the respective award is voided and the department will return the bid guaranty.

Submitted and reviewed by:

Recommended by:

Director, Construction Division

Executive Director

109097	NOV 22 02
Minute Number	Date Passed

Copy to Legislators, mayors, county judges

HIGHWAY CONSTRUCTION CONTRACTS

PAGE 1

SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	LENGTH	ESTIMATE ----- LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE ----- CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT CORPUS CHRISTI										
3020	ARANSAS	SH 35	0180-03-031	BR 2002(910)	1.560 MI	4,694,883.00 5,250,453.87	3	11.83	NO NO	AWARD
CONTRACTOR: BAY LTD										
LIMITS: FROM AT CAVASSO CREEK AND AT SALT CREEK TO										
TYPE: REPLACE BRIDGE										
.....										
DISTRICT SAN ANTONIO										
3024	ATASCOSA	SH 16	0613-02-048	MG 2003(47)	2.020 MI	1,038,931.39 871,096.06	10	-16.15	NO NO	AWARD
CONTRACTOR: E. E. HOOD & SONS, INC.										
LIMITS: FROM 0.5 MI NORTH OF SH 173 TO 0.5 MI NORTH OF FM 3350										
TYPE: RESTORE EXISTING ROADWAY										
.....										
DISTRICT LUBBOCK										
3007	BAILEY	US 84	0052-02-028	CPM 52-2-28	170.701 MI	5,541,277.30 4,638,318.22	4	-16.30	NO NO	AWARD
CONTRACTOR: RONALD R. WAGNER & CO., INC.										
LIMITS: FROM WEST CITY LIMITS OF MULESHOE TO FARMER COUNTY LINE										
TYPE: SEAL COAT										
.....										
DISTRICT HOUSTON										
3029	BRAZORIA	SH 35	0179-01-043	STP 2003(50)	1.263 MI	421,753.07 418,206.46	5	-0.84	NO NO	AWARD
CONTRACTOR: DURWOOD GREENE CONSTRUCTION CO.										
LIMITS: FROM SH 288 TO WALKER ST TO										
TYPE: CONTINUOUS LEFT TURN LANE, SHOULDER AND OVERLAY										
.....										
DISTRICT BRYAN										
3021	BRAZOS	SH 6	0049-12-054	NH 2003(52)	1.220 KM	2,374,055.24 2,136,174.02	2	-10.02	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR: YOUNG CONTRACTORS, INC										
LIMITS: FROM AT SH 30 INTERCHANGE TO										
TYPE: MISCELLANEOUS WORK CONSISTING OF GRADING, STRUCTURES, RETAINING WALLS, HMAC AND SIGNALS										
.....										

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HIGHWAY CONSTRUCTION CONTRACTS

SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BID	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT BRYAN										
3203	BRAZOS	SH 21	0117-01-023	NH 2003(27)	12.941 KM	21,987,062.40	5	-18.42	YES	AWARD
						17,936,402.23			NO	
CONTRACTOR: BIG CREEK CONSTRUCTION, LTD. & C.D.S. ENTERPRISES, INC.										CONTRACT AMOUNT 17,936,402.23
LIMITS: FROM COULTER FIELD (ENTRANCE) TO DEMOCRAT RD. IN KURTEN										
TYPE CONSTRUCT 4 LANE DIVIDED RURAL SECTION WITH FLUSH/DEPRESSED MEDIAN										
.....										
DISTRICT BRYAN										
3037	BRAZOS	FM 1687	1560-01-026	CPM 1560-1-26	18.385 MI	462,115.45	6	-7.75	NO	AWARD
						426,288.05			NO	
CONTRACTOR: A. L. HELMCAMP, INC.										CONTRACT AMOUNT 426,288.05
LIMITS: FROM FM 50 TO OSR										
TYPE SEAL COAT CONSISTING OF A ONE COURSE SURFACE TREATMENT AND PAVEMENT MARKINGS AND MARKERS										
.....										
DISTRICT PHARR										
3040	BROOKS	FM 755	0818-01-014	CPM 818-1-14	72.450 MI	1,630,540.57	6	-2.32	NO	AWARD
						1,592,675.82			NO	
CONTRACTOR: RONALD R. WAGNER & CO., INC.										CONTRACT AMOUNT 1,592,675.82
LIMITS: FROM US 281 TO 7.16 MILE WEST										
TYPE SEAL COAT										
.....										
DISTRICT AUSTIN										
3225	CALDWELL	CR	0914-22-044	BR 2001(830)	0.239 MI	508,276.98	12	-7.86	NO	AWARD
						468,348.80			SEE ATTACHMENT 1	
CONTRACTOR: ACME BRIDGE COMPANY, INC.										CONTRACT AMOUNT 468,348.80
LIMITS: FROM ON CR 247 AT SAN MARCOS RIVER TO STR AA02-88-001										
TYPE REPLACE BRIDGE & APPROACHES										
.....										
DISTRICT AMARILLO										
3006	CARSON	SH 207	0356-02-032	STP 2001(311)	1.600 MI	4,878,168.42	4	-7.50	NO	AWARD
						4,512,274.98			NO	
CONTRACTOR: L. A. FULLER & SONS CONSTRUCTION, LTD.										CONTRACT AMOUNT 4,512,274.98
LIMITS: FROM US 60 IN PANHANDLE, NORTH TO FM 293										
TYPE WIDEN NON FREEWAY										
.....										

HIGHWAY CONSTRUCTION CONTRACTS

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SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	LENGTH	ESTIMATE ----- LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE ----- CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT DALLAS										
3201	COLLIN	SH 121	0364-04-022	NH 2002(933)	6.287 MI	60,169,088.32 46,464,254.94	9	-22.78	YES SEE ATTACHMENT 1	AWARD
CONTRACTOR: AUSTIN BRIDGE & ROAD, LP										
LIMITS: FROM US 75 TO 0.7 MI WEST OF FM 2478 (CUSTER)										
TYPE: CONSTRUCT SIX LANE FRGTG RDS (PHASE 1 OF FRWAY) W/MAINLANES AND I/C AT CUSTER RD										
.....										
DISTRICT SAN ANGELO										
3010	CONCHO	US 83	0035-03-041	CPM 35-3-41	284.023 MI	5,007,755.53 4,169,602.14	5	-16.74	NO NO	AWARD
CONTRACTOR: BRANNAN PAVING COMPANY, INC.										
LIMITS: FROM VAR LOCATIONS - SAN ANGELO DISTRICT TO										
TYPE: SEAL COAT & PAVEMENT MARKINGS										
.....										
DISTRICT WACO										
3005	CORYELL	SH 36	0184-01-053	CPM 184-1-53	232.667 MI	6,175,177.70 5,757,365.62	7	-6.77	NO NO	AWARD
CONTRACTOR: NEWMAN & KENG PAVING COMPANY, INC.										
LIMITS: FROM N END LEON RIVER BR TO 2.852 MI N (DIVIDED SECTION)										
TYPE: SEAL COAT										
.....										
DISTRICT DALLAS										
3210	DALLAS	IH 30	0009-11-190	STP 2002(944)MM	8.370 MI	4,645,831.86 3,460,459.86	3	-25.51	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR: MASTEC NORTH AMERICA, INC										
LIMITS: FROM IH 35E TO US 80										
TYPE: INSTALLATION OF INCIDENT DETECTION AND RESPONSE SYSTEM										
.....										
DISTRICT DALLAS										
3012	DALLAS	VA	0918-45-542	ITS 2000(988)	0.001 MI	1,149,183.50 908,200.00	4	-20.97	NO NO	AWARD
CONTRACTOR: DURABLE SPECIALTIES, INC.										
LIMITS: FROM VARIOUS LOCATIONS IN DALLAS CTY TO										
TYPE: ITS DEPLOYMENT										
.....										

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HIGHWAY CONSTRUCTION CONTRACTS

SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT DALLAS										
3018	DALLAS	FM 1382	1047-03-053	NH 2002(941)	2.850 MI	200,558.00 146,215.00	10	-27.10	NO NO	AWARD
CONTRACTOR: TEXAS TREE & LANDSCAPE										
LIMITS: FROM SPUR 203 TO IH 20										
TYPE: LANDSCAPE DEVELOPMENT										
.....										
DISTRICT DALLAS										
3223	DALLAS	IH 635	2374-01-104	CM 2001(292)	0.989 KM	2,389,076.83 2,182,890.36	6	-8.63	NO NO	AWARD
CONTRACTOR: REBCON, INC.										
LIMITS: FROM VARIOUS LOCATIONS ALONG IH 635 TO										
TYPE 4 ON SYSTEM INTERSECTION IMPROVEMENTS										
.....										
DISTRICT DALLAS										
3241	DALLAS	IH 635	2374-02-098	NH 2002(815)	0.981 MI	9,664,283.65 10,135,794.63	6	4.88	NO NO	AWARD
CONTRACTOR AUSTIN BRIDGE & ROAD, LP										
LIMITS: FROM NORTH OF TOWN EAST BLVD TO US 80										
TYPE CONSTRUCT INTERCHANGE @ TOWN CENTRE DRIVE, REPLACE BRIDGES, ADD A MAINLANE RAMP IMPROVEMENTS FOR TOWN EAST BLVD.										
.....										
DISTRICT BROWNWOOD										
3023	EASTLAND	SH 6	0126-03-027	MG 2003(28)	5.549 MI	1,399,783.21 1,255,842.94	9	-10.28	NO NO	AWARD
CONTRACTOR: NOBLES ROAD CONSTRUCTION, INC.										
LIMITS: FROM CALLAHAN C/L, EAST TO FM 1853										
TYPE BASE OVERLAY, SURFACE TREAT, AND SAFETY STRUCTURES										
.....										
DISTRICT ODESSA										
3205	ECTOR	BI 20-E	0005-01-094	CPM 5-1-94	358.339 MI	8,394,988.72 7,165,246.86	6	-14.65	NO NO	AWARD
CONTRACTOR: LIPHAM CONSTRUCTION CO., INC.										
LIMITS: FROM 0.3 MILES EAST OF US 385 TO MIDLAND COUNTY LINE, ETC.										
TYPE SEAL COAT										
.....										

HIGHWAY CONSTRUCTION CONTRACTS

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SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT DALLAS										
3033	ELLIS	SH 34	0568-01-043	CPM 568-1-43	29.989 MI	4,522,955.69 3,763,612.61	6	-16.79	NO NO	AWARD
CONTRACTOR: LINDSEY CONTRACTORS, INC.										CONTRACT AMOUNT 3,763,612.61
LIMITS: FROM IH-35E TO TRINITY RIVER										
TYPE: ASPHALTIC LEVELUP, ASPHALTIC CONCRETE PAVEMENT AND PAVEMENT MARKINGS										
.....										
DISTRICT EL PASO										
3207	EL PASO	CS	0924-06-171	STP 2000(947)MM	1.619 MI	5,928,216.50 3,059,754.60	4	-48.39	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR SILVERTON CONSTRUCTION COMPANY, INC.										CONTRACT AMOUNT 3,059,754.60
LIMITS: FROM LEE BLVD: FROM MONTANA AVE TO PRATT AVE										
TYPE: PAVE STREET/BUILD 4-LANES UNDIVIDED										
.....										
DISTRICT YOAKUM										
3228	FAYETTE	CR	0913-28-043	BR 99(526)OX	0.278 MI	471,557.75 449,590.00	7	-4.66	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR. MARK TREVINO CONSTRUCTION, LTD.										CONTRACT AMOUNT 449,590.00
LIMITS: FROM AT W NAVIDAD RIVER_CR270 (2BRIDGES) TO (SCHULZE RD)AA02-70-002&AA02-70-001										
TYPE: REPLACE BRIDGE AND APPROACHES										
.....										
DISTRICT SAN ANTONIO										
3237	FRIO	IH 35	0017-07-075	CPM 17-7-75	4.927 MI	860,374.19 712,898.81	10	-17.14	NO NO	AWARD
CONTRACTOR: E. E. HOOD & SONS, INC.										CONTRACT AMOUNT 712,898.81
LIMITS: FROM FM 140 INTERSECTION TO SB EXT. FROM FM 1581										
TYPE: SEAL COAT, OVERLAY & PAVEMENT MARKINGS										
.....										
DISTRICT CORPUS CHRISTI										
3213	GOLIAD	US 59	0088-03-037	MG 2003(48)	1.690 MI	300,721.38 230,629.80	7	-23.31	NO NO	AWARD
CONTRACTOR: THE LEVY COMPANY, L.P										CONTRACT AMOUNT 230,629.80
LIMITS: FROM AT VARIOUS LOCATIONS THROUGHOUT TO DISTRICT										
TYPE: INSTALLATION OF SAFETY LIGHTING										
.....										

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EXHIBIT A

SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	LENGTH	ESTIMATE ----- LOW BID	# OF BID	% OVER UNDER	FHWA CONCURRENCE ----- CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT CORPUS CHRISTI										
3039	GOLIAD	FM 883	1117-03-016	ER 2003(193)	21.804 MI	223,864.00 193,427.00	6	-13.60	NO NO	AWARD
CONTRACTOR WAGNER MATERIALS & CONSTRUCTION										
LIMITS: FROM ON FM 883 FROM US 59 TO FM 2442 AND TO ON FM 2442 FROM SH 239 TO FM 883										
TYPE SPOT IN PLACE BASE REPAIR & LEVEL UP										
.....										
DISTRICT PARIS										
3025	GRAYSON	CR	0901-19-119	BR 2001(771)	0.430 MI	969,785.83 973,093.55	7	0.34	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR: L & N BRIDGE, LLC										
LIMITS FROM AT MILL CREEK TO COUNTY ROAD 297										
TYPE REPLACE BRIDGE & APPROACHES										
.....										
DISTRICT BRYAN										
3222	GRIMES	FM 1774	1400-01-025	STP 2003(45)	9.120 MI	2,988,031.96 2,230,742.71	6	-25.34	NO NO	AWARD
CONTRACTOR: GLENN FUQUA, INC.										
LIMITS FROM SH 90 TO FM 2445										
TYPE RESTORATION CONSISTING OF LIME TREAT EXISTING MATERIAL, FLEXBASE, ONE CRSE SURFACE TREAT, PAVEMENT MARKINGS AND MARKERS										
.....										
DISTRICT BEAUMONT										
3022	HARDIN	SH 327	0602-01-041	STP 2003(53)	1.106 MI	2,265,344.98 1,904,350.64	4	-15.94	NO NO	AWARD
CONTRACTOR: APAC-TEXAS, INC.										
LIMITS FROM 3RD ST IN SILSBEE TO 1.106 MI E										
TYPE RECONSTRUCT EXISTING ROADWAY										
.....										
DISTRICT HOUSTON										
3036	HARRIS	US 59	0027-13-179	CPM 27-13-179	7.008 MI	733,467.00 570,575.00	3	-22.21	NO NO	AWARD
CONTRACTOR INFRASTRUCTURE SERVICES, INC.										
LIMITS FROM IH 610 TO HW 8										
TYPE CRACK AND SPALL REPAIR, FULL DEPT CONCRETE PAVEMENT REPAIR										
.....										

HIGHWAY CONSTRUCTION CONTRACTS

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SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT 3002	HARRIS	HOUSTON US 290	0050-06-045	STP 2001(860)MM	2.861 MI	21,931,295.12 22,346,649.70	7	1 89	YES SEE ATTACHMENT 1	AWARD
CONTRACTOR: W.W. WEBBER INC.										
LIMITS: FROM AT ROBERTS ROAD AND BACKER ROAD TO										
TYPE: INTERIM DIAMOND INTERCHANGE WITH RURAL FRONTAGE ROADS										
DISTRICT 3211	HARRIS	HOUSTON IH 10	0508-01-303	IM 10-7(389)	4.460 MI	1,485,266.00 1,241,999.73	7	-16 38	NO NO	AWARD
CONTRACTOR: MICA CORPORATION										
LIMITS: FROM IH 45 TO US 90A										
TYPE: INSTALL HIGH MAST LIGHTING										
DISTRICT 3032	HARRIS	HOUSTON SH 249	0720-03-112	NH 2003(56)	0.795 MI	265,444.34 249,849.50	5	-5 87	NO NO	AWARD
CONTRACTOR: INFRASTRUCTURE SERVICES, INC.										
LIMITS: FROM TEHISS ROAD TO HOLDERRIETH ROAD										
TYPE: CORRECT DITCH EROSION										
DISTRICT 3217	HARRIS	HOUSTON VA	0912-71-814	CL 912-71-814	0.001 MI	350,422.75 323,635.76	6	-7.64	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR: WESTCO GROUNDS MAINTENANCE CO., INC.										
LIMITS: FROM SH225 AT RICHEY RD, IH45 AT COLLIER TO KNOBLOCK										
TYPE: LANDSCAPE COST SHARE (AT TWO LOCATIONS)										
DISTRICT 3227	HARRIS	HOUSTON FM 1942	1812-01-016	STP 2003(58)	0.173 MI	572,489.19 535,994.49	5	-6.37	NO NO	AWARD
CONTRACTOR: BEAN CONSTRUCTION CO.										
LIMITS: FROM CROSBY-LYNCHBURG TO US 90										
TYPE: ADD LEFT TURN LANE AND TWO BOX CULVERTS										

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HIGHWAY CONSTRUCTION CONTRACTS
EXHIBIT A

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SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	LENGTH	ESTIMATE ----- LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE ----- CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT PHARR										
3240	HIDALGO	US 281	0220-01-022	CPM 220-1-22	14.370 MI	516,687.85 539,346.47	3	4.39	NO NO	AWARD
CONTRACTOR: BALLOU CONSTRUCTION CO., INC.										CONTRACT AMOUNT 539,346.47
LIMITS: FROM FM 1015 TO "I" ROAD										
TYPE: MICRO SURFACE										
.....										
DISTRICT FT WORTH										
3014	HOOD	US 377	0080-04-085	C 80-4-85	0.100 MI	93,758.35 76,500.00	5	-18.41	NO NO	AWARD
CONTRACTOR: DURABLE SPECIALTIES, INC.										CONTRACT AMOUNT 76,500.00
LIMITS: FROM @ FM 167, SOUTH INTERSECTION TO IN GRANBURY										
TYPE: TRAFFIC SIGNAL INSTALLATION										
.....										
DISTRICT LUFKIN										
3230	HOUSTON	FM 2663	2663-01-006	STP 2003(19)HES	4.415 MI	282,930.30 240,667.00	8	-14.94	NO NO	AWARD
CONTRACTOR: PINTO CONSTRUCTION CO., INC.										CONTRACT AMOUNT 240,667.00
LIMITS: FROM US 287/SH 19 TO FM 2022										
TYPE: SAFETY TREAT FIXED OBJECTS										
.....										
DISTRICT ABILENE										
3204	HOWARD	BI 20-G	0005-10-014	CPM 5-10-14	438.118 MI	8,304,823.16 8,153,899.36	5	-1.82	NO NO	AWARD
CONTRACTOR: J. H. STRAIN & SONS, INC.										CONTRACT AMOUNT 8,153,899.36
LIMITS: FROM WEST IH 20 TO EAST IH 20										
TYPE: SEAL COAT										
.....										
DISTRICT EL PASO										
3026	HUDSPETH	VA	0924-19-001	STP 2003(149)	0.100 MI	505,689.20 348,050.00	5	-31.17	NO NO	AWARD
CONTRACTOR: DAN WILLIAMS COMPANY										CONTRACT AMOUNT 348,050.00
LIMITS: FROM VARIOUS LOCATIONS TO										
TYPE: RAILROAD CRASH WALL CONSTRUCTION										
.....										

HIGHWAY CONSTRUCTION CONTRACTS
EXHIBIT A

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SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	LENGTH	ESTIMATE ----- LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE ----- CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT BEAUMONT										
3004	JEFFERSON	SH 73	0508-04-140	STP 2002(939)	18.676 MI	8,470,213.15 6,618,288 63	4	-21.86	NO NO	AWARD
CONTRACTOR: APAC-TEXAS, INC.										
LIMITS: FROM CHAMBERS CO LINE, EAST					TO TAYLOR'S BAYOU		CONTRACT AMOUNT 6,618,288 63			
TYPE: REHABILITATE EXISTING ROADWAY										
.....										
DISTRICT CORPUS CHRISTI										
3220	KLEBERG	FM 1356	1446-02-015	STP 2003(18)	1.581 MI	4,382,391.95 4,089,001.82	4	-6 69	NO NO	AWARD
CONTRACTOR: HUNTER INDUSTRIES, LTD										
LIMITS: FROM BU 77-V					TO US 77		CONTRACT AMOUNT 4,089,001 82			
TYPE: WIDEN NON-FREEWAY FACILITY FROM TWO LANE TO FIVE LANE SECTION WITH CURB AND GUTTER, SIDEWALKS AND STORM SEWER										
.....										
DISTRICT YOAKUM										
3019	LAVACA	BU 77-Q	0269-08-006	CLM 269-8-6	0.200 MI	37,552.00 35,864.40	5	-4.49	NO SEE ATTACHMENT 1	AWARD
CONTRACTOR: NALLE LANDSCAPE CO.										
LIMITS: FROM INTERSECTION OF US 77A AND					TO BUSINESS 77A IN YOAKUM		CONTRACT AMOUNT 35,864.40			
TYPE: GRANITE WALKWAYS AND SHRUBS										
.....										
DISTRICT LUBBOCK										
3008	LUBBOCK	FM 835	0053-01-102	CPM 53-1-102	178.776 MI	5,375,608.10 4,666,459 32	4	-13.19	NO NO	AWARD
CONTRACTOR: RONALD R. WAGNER & CO., INC.										
LIMITS: FROM BU 87-G (AVENUE A)					TO MLK BLVD		CONTRACT AMOUNT 4,666,459 32			
TYPE: SEAL COAT										
.....										
DISTRICT BRYAN										
3234	MILAM	FM 845	0185-06-007	CPM 185-6-7	73.096 MI	1,466,511.42 1,245,378.39	7	-15.08	NO NO	AWARD
CONTRACTOR: F N PLOCH CONSTRUCTION COMPANY, INC.										
LIMITS: FROM US 190					TO FM 1600		CONTRACT AMOUNT 1,245,378.39			
TYPE: SEAL COAT CONSISTING OF A ONE COURSE SURFACE TREATMENT, PAVEMENT MARKINGS AND MARKERS										
.....										

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HIGHWAY CONSTRUCTION CONTRACTS

SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE		AWARD OR REJECT
									-----	-----	
DISTRICT HOUSTON											
3015	MONTGOMERY	SH 105	0338-04-068	NH 2003(55)	0.001 MI	184,994.83 144,252.40	5	-22.02	NO NO	AWARD	
CONTRACTOR: MASTEC NORTH AMERICA, INC										CONTRACT AMOUNT	144,252.40
LIMITS: FROM @ N MAIN ST AND THOMPSON ST TO IN CONROE											
TYPE: FOR WORK CONSISTING OF THE MODERNIZATION OF EXISTING TRAFFIC SIGNALS											
.....											
DISTRICT ATLANTA											
3215	MORRIS	US 259	0392-01-056	STP 2003(20)HES	0.500 MI	247,628.90 217,454.80	6	-12.19	NO NO	AWARD	
CONTRACTOR TEXAS TRAFFIC CONTROL SYSTEMS, INC.										CONTRACT AMOUNT	217,454.80
LIMITS FROM @ FM 144 INTERSECTION IN LONE STAR TO											
TYPE INSTALL INTERSECTION FLASHING BEACON											
.....											
DISTRICT DALLAS											
3034	NAVARRO	VA	0918-18-068	CPM 918-18-68	18.925 MI	3,999,932.48 2,979,588.81	11	-25.51	NO NO	AWARD	
CONTRACTOR: W.W. WEBBER INC.										CONTRACT AMOUNT	2,979,588.81
LIMITS FROM VARIOUS LOCATIONS IN NAVARRO COUNTY TO											
TYPE BASE REPAIR AND LEVEL-UP EXISTING ACP											
.....											
DISTRICT CORPUS CHRISTI											
3031	NUECES	SH 358	0617-01-162	NH 2003(51)	4.354 MI	293,409.75 240,660.60	3	-17.98	NO NO	AWARD	
CONTRACTOR: CHEROKEE BRIDGE AND ROAD, LTD.										CONTRACT AMOUNT	240,660.60
LIMITS: FROM FROM NILE DRIVE TO WALDRON ROAD											
TYPE CLEAN AND STAIN CONCRETE TRAFFIC BARRIE											
.....											
DISTRICT CORPUS CHRISTI											
3218	NUECES	SH 361	2263-02-077	MG 2003(49)	0.473 MI	255,762.00 277,408.00	7	8.46	NO SEE ATTACHMENT 1	AWARD	
CONTRACTOR FOUR SEASONS CONTRACTING, L.L.C.										CONTRACT AMOUNT	277,408.00
LIMITS: FROM AT THE NORTH SIDE FERRY LANDING TO IN PORT ARANSAS											
TYPE LANDSCAPE DEVELOPMENT											
.....											

HIGHWAY CONSTRUCTION CONTRACTS

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SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT LUFKIN										
3030	POLK	CR	0911-04-033	BR 2001(481)	0.099 MI	303,846.28 397,246.16	1	30.74	NO NO	REJECT
CONTRACTOR: DIAMOND K EQUIPMENT INC.										CONTRACT AMOUNT 397,246.16
LIMITS: FROM CR 2940 TO AT DABBS BRANCH TRIBUTARY										
TYPE: REPLACE BRIDGE AND APPROACHES										
.....										
DISTRICT AMARILLO										
3214	RANDALL	US 60	0168-08-061	CPM 168-8-61	0.200 MI	296,746.60 243,376.30	4	-17.99	NO NO	AWARD
CONTRACTOR: SIG-OP SYSTEMS, INC.										CONTRACT AMOUNT 243,376.30
LIMITS: FROM AT FM 2590 TO .										
TYPE: SIGNAL INSTALLATION										
.....										
DISTRICT LUFKIN										
3016	SABINE	SH 21	0119-04-026	STP 2003(17)HES	0.001 MI	21,693.30 23,935.05	2	10.33	NO NO	AWARD
CONTRACTOR: STRIPING TECHNOLOGY, INC.										CONTRACT AMOUNT 23,935.05
LIMITS: FROM AT INTERSECTION OF FM 3121 TO										
TYPE: SAFETY LIGHTING AT INTERSECTION										
.....										
DISTRICT PHARR										
3239	STARR	US 83	0038-07-051	CPM 38-7-51	43.870 MI	5,171,902.29 4,899,434.23	2	-5.27	NO NO	AWARD
CONTRACTOR: BALLENGER CONSTRUCTION COMPANY										CONTRACT AMOUNT 4,899,434.23
LIMITS: FROM 1.4 MILES WEST OF ROMA CITY LIMITS TO .5 MILES E. OF RIO GRANDE CITY LIMIT										
TYPE: ACP OVERLAY										
.....										
DISTRICT SAN ANGELO										
3208	STERLING	US 87	0069-03-051	CPM 69-3-51	248.575 MI	5,981,120.22 4,183,724.90	4	-30.05	NO NO	AWARD
CONTRACTOR: LIPHAM CONSTRUCTION CO., INC.										CONTRACT AMOUNT 4,183,724.90
LIMITS: FROM VAR LOCATIONS - SAN ANGELO DISTRICT TO										
TYPE: SEAL COAT & PAVEMENT MARKINGS										
.....										

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HIGHWAY CONSTRUCTION CONTRACTS

SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE LOW BID	# OF BIDS	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT
DISTRICT FT WORTH										
3216	TARRANT	SH 26	0363-01-125 C	363-1-125	0.100 MI	94,335.94 69,000.00	8	-26.86	NO NO	AWARD
CONTRACTOR INTEGRATED ROADWAY SERVICES, INC.										
LIMITS: FROM AT BENTRIDGE TO IN HURST										
TYPE TRAFFIC SIGNAL INSTALLATION										
.....										
DISTRICT ABILENE										
3209	TAYLOR	IM 20	0006-05-094 IM	20-2(212)	10.622 MI	5,347,903.47 4,663,167.65	4	-12.80	YES NO	AWARD
CONTRACTOR J. H. STRAIN & SONS, INC.										
LIMITS: FROM 0.35 MILES WEST OF WELLS LANE TO CATCLAW CREEK										
TYPE PLANE EXIST PAVEMENT AND REPLACE WITH ACP										
.....										
DISTRICT AUSTIN										
3013	TRAVIS	VA	0914-00-174 C	914-0-174	0.001 MI	767,970.00 783,550.00	7	2.03	NO NO	AWARD
CONTRACTOR MILLIRON CONSTRUCTION, INC.										
LIMITS: FROM VARIOUS LOCATIONS DISTRICTWIDE TO										
TYPE NON-SITE SPECIFIC SIGNALS										
.....										
DISTRICT BRYAN										
3035	WALKER	US 190	0109-12-006 CPM	109-12-6	5.664 MI	1,233,573.37 1,249,354.99	3	1.28	NO NO	AWARD
CONTRACTOR SMITH & CO.										
LIMITS: FROM SH 75 SOUTH TO SH 30										
TYPE OVERLAY CONSISTING OF PLANING, SURFACE TREATMENT, HMA OVERLAY, PAVEMENT MARKINGS AND MARKERS										
.....										
DISTRICT HOUSTON										
3226	WALLER	FM 362	0523-02-028 STP	2003(41)	0.728 MI	546,818.31 409,806.43	4	-25.06	NO NO	AWARD
CONTRACTOR SILVA, INC.										
LIMITS: FROM BU US 290 SOUTH 250 FEET TO BU US 290 SOUTH 4,093 FEET										
TYPE ACP OVERLAY, BASE REPAIR, WIDEN SUBGRADE AND PAVEMENT MARKINGS										
.....										

HIGHWAY CONSTRUCTION CONTRACTS

PAGE 13

SEQ NO.	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE	# OF BIDS	OVER UNDER	FHWA CONCURRENCE	AWARD OR REJECT
						LOW BID			CONDITIONAL AWARD	
DISTRICT BRYAN										
3236	WASHINGTON	SH 36	0186-06-062	CPM 186-6-62	2.277 MI	794,823.46	4	-5.66	NO	AWARD
						749,851.41			NO	
CONTRACTOR: HUNTER INDUSTRIES, LTD.										
									CONTRACT AMOUNT	749,851.41
LIMITS: FROM BS 36-J (NORTH) TO 2.3 MI SOUTH										
TYPE: OVERLAY CONSISTING OF A ONE COURSE SURFACE TREATMENT, HMA OVERLAY AND PAVEMENT MARKINGS AND MARKERS										
.....										
DISTRICT CHILDRESS										
3219	WHEELER	VA	0925-11-008	MG 2003(29)	0.100 MI	40,011.84	3	-2.34	NO	AWARD
						39,074.00			NO	
CONTRACTOR: TOMMY L. JOHNSON, INC.										
									CONTRACT AMOUNT	39,074.00
LIMITS: FROM 1.30 MILES SOUTH OF S H. 152 TO										
TYPE: LANDSCAPE										
.....										
DISTRICT WICHITA FALLS										
3206	WILBARGER	US 70	0043-06-072	CPM 43-6-72	527.102 MI	6,715,517.05	2	-8.11	NO	AWARD
						6,170,577.60			NO	
CONTRACTOR: LIPHAM CONSTRUCTION CO., INC.										
									CONTRACT AMOUNT	6,170,577.60
LIMITS: FROM US 70, ETC. TO										
TYPE: SEAL COAT										
.....										
DISTRICT SAN ANTONIO										
3235	WILSON	US 181	0100-03-059	CPM 100-3-59	3.270 MI	1,411,908.87	11	-19.02	NO	AWARD
						1,143,340.50			NO	
CONTRACTOR: DEAN WORD COMPANY, LTD.										
									CONTRACT AMOUNT	1,143,340.50
LIMITS: FROM FLORESVILLE NORTH CITY LIMITS TO PAJARITO CREEK BRIDGE										
TYPE: OVERLAY										
.....										
DISTRICT FT WORTH										
3238	WISE	US 81	0013-08-103	CPM 13-8-103	17.257 MI	566,936.80	1	-1.83	NO	AWARD
						556,583.00			NO	
CONTRACTOR: HUMBLE EQUIPMENT CO., INC.										
									CONTRACT AMOUNT	556,583.00
LIMITS: FROM BU 81D SOUTH OF DECATUR TO TARRANT COUNTY LINE; MAIN LANES										
TYPE: TEXTURIZING OF PAVEMENT TO PROVIDE HIGHER SKID RESISTANCE										
.....										

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BUILDING CONSTRUCTION CONTRACTS

SEQ NO	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING C S J	PROJECT NUMBER	EXHIBIT A LENGTH	ESTIMATE		# OF BID	% OVER UNDER	FHWA CONCURRENCE CONDITIONAL AWARD	AWARD OR REJECT	
						---	---					
DISTRICT WICHITA FALLS												
0000	COOKE			Detail # 03-76-01940207	C0194-02-079	0.00 MI	3,400,000.00	6	-24.30	NO	AWARD	
							2,574,000.00			NO		
CONTRACTOR: CME Builders & Engineers, Inc.											CONTRACT AMOUNT	2,574,000.00
TYPE- ADDITION AND RENOVATION OF A TEXAS TRAVEL INFORMATION CENTER												
.....												
DISTRICT YOAKUM												
0000	DEWITT			Detail # 13-77-470400077	CBC4704-00-077	0.00 MI	2,008,000.00	6	-3.44	NO	AWARD	
							1,939,000.00			NO		
CONTRACTOR: United Enterprises											CONTRACT AMOUNT	1,939,000.00
TYPE- CONSTRUCTION OF A NEW MAINTENANCE FACILITY, INCLUDING SITE IMPROVEMENTS												
.....												
DISTRICT AUSTIN												
0000	TRAVIS			Detail # 29-77-470400055	CBC4704-00-055	0.00 MI	1,500,000.00	5	-19.60	NO	AWARD	
							1,206,000.00			NO		
CONTRACTOR: Brath, Inc.											CONTRACT AMOUNT	1,206,000.00
TYPE: Temporary Outside Air Project and Building Exterior Improvements												
.....												

HIGHWAY CONSTRUCTION CONTRACTS
ATTACHMENT 1

TO
EXHIBIT A
CONDITIONAL AWARD INFORMATION
FOR NOVEMBER 2002

COUNTY NAME	CONTRACT NUMBER	CONTROLLING C S J	ENTITY
BRAZOS	11023021	0049-12-054	City of College Station
CALDWELL	11023225	0914-22-044	Caldwell County
COLLIN	11023201	0364-04-022	Collin County
DALLAS	11023210	0009-11-190	MPO Approval
EL PASO	11023207	0924-06-171	El Paso Water Utilities, City of El Paso, MPO Approval
FAYETTE	11023228	0913-28-043	Fayette County
GRAYSON	11023025	0901-19-119	Grayson and Fannin County
HARRIS	11023002	0050-06-045	MPO Approval
HARRIS	11023217	0912-71-814	City of Pasadena
LAVACA	11023019	0269-08-006	City of Yoakum
NUECES	11023218	2263-02-077	City of Port Aransas

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, DONALD R. JETER, do solemnly swear (or affirm),
that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to
contribute any money or thing of value, or promised any public office or employment for the giving
or withholding of a vote at the election at which I was elected or as a reward to secure my
appointment or confirmation, whichever the case may be, so help me God.

Donald R. Jeter
Affiant's Signature

CRIMINAL D.A. INVESTIGATOR
Position to Which Elected/Appointed

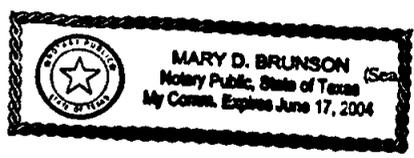
GILMER, UPSHUR
City and/or County

SWORN TO and subscribed before me by affiant on this 19TH day of
NOVEMBER, 2002. 1:57pm

Mary D. Brunson
Signature of Person Authorized to Administer Oaths/Affidavits

MARY D. BRUNSON
Printed Name

NOTARY PUBLIC
Title



Form No. 2201

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:58
GILMER COUNTY, TX
BY _____
DEPUTY

FILING INSTRUCTIONS

GENERAL INFORMATION:

Effective November 2001, members of the Legislature, the Secretary of State, and all other elected and appointed state officers shall file this signed statement with the Secretary of State before taking the Oath of Office.

All other officers shall retain the signed statement with the official records of the office.

This document may be sworn to before anyone authorized by Tex. Gov't Code § 602.002 (Vernon 1994) to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, Tex. Gov't. Code Ann. § 406.013 (Vernon 1990) requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods".

The original Statement of Officer is considered filed once it has been received by this office (see below for FAX filing instructions). Should you wish to have a record for your files, it is suggested that you include a self-addressed, stamped envelope (SASE) and a copy of your document. We will file-stamp the copy and return it to you. Our addresses are:

Office of the Secretary of State
Statutory Documents Section
P. O. Box 12887, Capitol Station
Austin, Texas 78711

Overnight mail address:

1019 Brazos Street
Austin, Texas 78701

FAX FILING:

Facsimile (FAX) filing of Statements of Officer is allowed pursuant to 1 TAC §§ 73.43 and 73.44. FAXed forms must contain the same information requested on the Secretary of State promulgated form and *only properly executed legible documents will be accepted.*

The proper telephone number for Statement of Officer FAX filing is (512) 463-0873. Please DO NOT use any of the other Secretary of State FAX numbers for this filing. This FAX number remains on after business hours and on weekends; *however*, pursuant to 1 TAC § 71.4, documents received after business hours, on weekends or on holidays, will be deemed to be received by this office on the next business day.

We do not FAX confirmation of the filing. Should you wish a file-stamped copy of your FAXed document, send us a self-addressed, stamped envelope (SASE), a copy of your document, and a note indicating the document was FAXed. We will file-stamp the copy with the date the FAX was received and return it to you.

** Please direct any questions regarding the Statement of Officer filing to the Statutory Documents Section at (512) 463-0872.

Richard Lingle
Criminal Investigator



VOL 63 PG 457
Angela Norton
Assistant Criminal District Attorney

TIM CONE
Criminal District Attorney
405 N. Titus
Gilmer, Texas 75644
(903) 843-5513 - Fax (903) 843-3661

Date: 11/19/02

TO: SECRETARY OF STATE
ATTN: STATUTORY DOCUMENTS SECTION
FAX NO: 52-463-0873

TOTAL NO. OF PAGES INCLUDING THIS COVER PAGE 2

OUR RETURN FAX NO. (903) 843-3661

* STATEMENT OF APPOINTED OFFICER
FORM FOR CRIMINAL D. A.
INVESTIGATOR . -



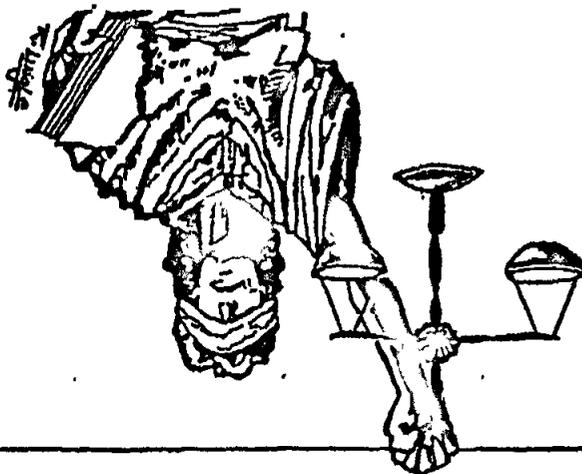
*** COMMUNICATION RESULT REPORT (NOV.19.2002 2:35PM) ***

FAX HEADER: IBS

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
414 MEMORY TX		15124630873	OK	P. 2/2

REASON FOR ERROR
 E-1) HANG UP OR LINE FAIL
 E-3) NO ANSWER

E-2) BUSY
 E-4) NO FACSIMILE CONNECTION



STATEMENT OF APPOINTED OFFICER *
 FORM FOR CRIMINAL D.A.
 INVESTIGATOR -

OUR RETURN FAX NO. (903) 843-3661

In the name and by the authority of

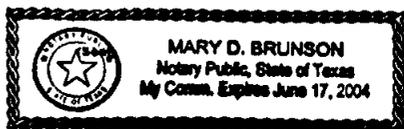
The State of Texas

OATH OF OFFICE

I, DONALD R. JETER, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CRIMINAL DISTRICT ATTORNEY'S INVESTIGATOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Donald R. Jeter
Affiant

SWORN TO and subscribed before me by affiant on this 19th day of NOVEMBER, 2002. 1:42pm



Mary D. Brunson
Signature of Person Administering Oath

MARY D. BRUNSON
Printed Name

NOTARY PUBLIC.
Title

See Reverse Side
for Instructions
Revised August 1999

INSTRUCTIONS

EXECUTION OF THE OATH OF OFFICE

Pursuant to Tex. Const. art. XVI, § 1 (amended 2001), the Oath of Office may not be taken until a signed statement (Statement of Elected/Appointed Officer or Pre-Oath Statement) has been filed with the appropriate filing authority. A Statement required to be filed with the Secretary of State is considered filed once it has been received by this office.

Gubernatorial appointees who are appointed during a legislative session may not execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, § 12.

ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of Tex. Gov't Code Ann. § 602.002 or § 602.006. Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, Tex. Gov't Code Ann. § 406.013, requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods".

FILING OF THE OATH OF OFFICE

After their Statement of Officer has been properly filed:

** Gubernatorial appointees, district judges, and district attorneys should file their Oaths of Office with the Secretary of State.*

** Directors of districts operating pursuant to Tex. Water Code Ann., Chapter 36 or 49, shall file with the Secretary of State a duplicate original of their Oath of Office within 10 days of its execution.*

** All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.*

Officers who are required to file their Oath of Office with the Secretary of State should mail them to the Statutory Documents Section, P. O. Box 12887, Austin, Texas 78711-2887.

***** PLEASE DIRECT ANY QUESTIONS REGARDING THE OATH OF OFFICE
TO THE STATUTORY DOCUMENTS SECTION AT (512) 463-5654. *****

		TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION 6330 U.S. Highway 290 East, Suite 200 Austin, Texas 78723 Phone: (512) 936-7700		
		REPORT OF APPOINTMENT/LICENSE APPLICATION		
1. Date of Appointment 11, 19, 02		2. <input checked="" type="checkbox"/> Appointed <input type="checkbox"/> Elected		3. FOR COMMISSION USE ONLY
TYPE OF APPOINTMENT				
4. Peace Officer <input checked="" type="checkbox"/>		5. Reserve <input type="checkbox"/>	6. Jailer <input type="checkbox"/>	7. Armed Public Security Officer <input type="checkbox"/>
8. Telecommunicator <input type="checkbox"/>	9. Social Security No. 451 96 7891	10. Last Name (Include Sr., Jr., etc.) JETER		11. First Name DONALD
12. Middle Name R.	13. Street Address 21383 HWY 450		14. City DIANA	15. State TEXAS
16. Zip Code 75640	17. Telephone Number 903-968-2394	18. E-Mail Address \$GTCHB@AD1.COM		19. Date Of Birth 9, 1, 53
20. Tx. Drivers License No. 00474235	21. Ethnic Group (Check Appropriate Box) <input type="checkbox"/> (1) Black <input type="checkbox"/> (2) American Indian or Alaskan Native <input type="checkbox"/> (3) Hispanic <input type="checkbox"/> (4) Asian or Pacific Islander <input checked="" type="checkbox"/> (5) White			22. Sex <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
23. Education <input type="checkbox"/> GED <input type="checkbox"/> High School <input checked="" type="checkbox"/> 12 Sem. Hrs. College	24. TCLEOSE Agency Number 459140	25. Name of Appointing Law Enforcement Agency LIPSHUR CO. DISTRICT ATTORNEY		26. Agency Mailing Address 405 N. TITUS ST.
27. City GILMER	28. County LIPSHUR	29. Zip Code 75644	30. Telephone No. 903-843-5513	31. E-Mail Address
32. Sworn as: <input checked="" type="checkbox"/> Peace Officer or <input type="checkbox"/> Reserve			33.	
<input checked="" type="checkbox"/> Oath of Office filed with COUNTY CLERK			<input checked="" type="checkbox"/> Statement of Officer filed with Office of Secretary of State	

I certify that I am the chief administrator of the above named agency or the person designated by the chief administrator to sign this document.

I hereby certify that this agency has conducted a background investigation on the above named individual and has determined that this individual is qualified to be licensed by the Commission.

I further certify that this agency has on file and readily accessible to the Commission, the appropriate documents to show the above named individual meets the minimum standards for licensing and/or appointment as follows:

(CHECK APPROPRIATE BOX)

- New applicant: (two TCLEOSE applicant fingerprint cards must be attached to this form): Agency must maintain copy of L-1 and other documents as required by Commission rule 221.3(c);
- License holder with less than 180-day break in service: Agency must maintain copy of L-1
- License holder with more than 180-day break in service: Agency must maintain copy of L-1 and other documents as required by Commission rule 221.5(c)

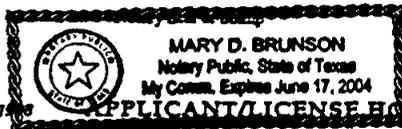
TIM CONE
 Typed or Printed Name and Title of Chief Administrator or Designee

[Signature]
 Signature

Sworn to and subscribed before me, this the 19TH day of NOVEMBER, 2002

Notary public in and for, State of Texas
 My Commission expires 6, 17, 04

MARY BRUNSON
 Printed Name of Notary



[Signature]
 Signature

STATEMENT OF APPLICANT OR LICENSE HOLDER TO:
THE TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION
PROVIDING FALSE INFORMATION ON THIS REPORT OR OMITTING INFORMATION
MAY RESULT IN CRIMINAL PROSECUTION

I, the undersigned, attest that I:

- ♦ meet the minimum standard for entry level age for the license for which I am applying;
- ♦ have been fingerprinted and subjected to a search of local, state, and national records and fingerprint files to disclose any criminal record;
- ♦ am not on court-ordered community supervision or probation for any criminal offense above the grade of class c misdemeanor;
- ♦ have not been convicted of a misdemeanor offense above the grade of a class c misdemeanor within the last five years;
- ♦ have not ever been convicted or placed on deferred adjudication community supervision for a misdemeanor or felony offense that directly relates to the duties and responsibilities of any office requiring a license issued by the Commission.
- ♦ have not ever been convicted at any time of a felony offense;
- ♦ meet one of the following minimum educational requirements
 - (A) high school graduate;
 - (B) have passed a General Educational Development (GED) test indicating high school graduation level; or
 - (C) have twelve (12) semester hours credit from an accredited college or university;
- ♦ have not been discharged from any military service under less than honorable conditions including, specifically:
 - (A) under other than honorable conditions;
 - (B) bad conduct;
 - (C) dishonorable; or
 - (D) any other characterization of service indicating bad character;
- ♦ have not had a Commission license denied by final order or revoked;
- ♦ meet the minimum training standards required by the rules of the Commission for each license sought;
- ♦ have passed the Commission licensing examination required by the rules of the Commission for each license sought;
- ♦ do not have a voluntary surrender of license currently in effect; and
- ♦ have not violated any Commission rule or the Government Code, Chapter 415.

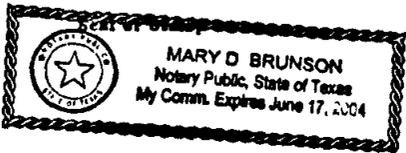
I affirm that I am the individual or person named in this document. I have read the foregoing application and know its contents and I will agree to be bound by all statements. I agree, as a condition of this license, that I will strictly comply with the laws of the State of Texas and the rules of the Texas Commission on Law Enforcement; and I understand that if I fail to comply with the laws of the State of Texas or the rules of the Texas Commission on Law Enforcement, the Commission may suspend or revoke my license.

I am fully aware that this certification is a government document and under penalties of perjury I declare the foregoing information to be true and correct.

[Signature]
Signature of applicant or license holder

11, 19, 02
Date

Sworn to and subscribed before me, this the 19TH day of NOV., 2002.



[Signature]
Notary Public in and for the State of Texas
MARY D BRUNSON
My Commission Expires
[Signature] 6-17-04
Signature

DEPUTATION

THE STATE OF TEXAS

County of LIPSHUR } I, TIM CONE
DISTRICT ATTORNEY of the County of LIPSHUR and State of Texas, having
 full confidence in DONALD R. JETER of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of LIPSHUR County, nominate
 and appoint HIM, the said DONALD R. JETER my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said CRIMINAL INVESTIGATOR of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

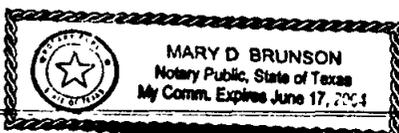
WITNESS my hand, this 19TH day of NOVEMBER 2002

[Signature]
of LIPSHUR County, Texas.

THE STATE OF TEXAS

County of LIPSHUR } BEFORE ME,
NOTARY in and for LIPSHUR County, Texas,
 on this day personally appeared TIM CONE
DISTRICT ATTORNEY known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at GILMER, TEXAS
this 19TH day of NOVEMBER 2002

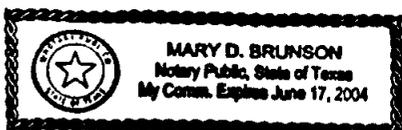


[Signature]
MARY D. BRUNSON

OATH OF OFFICE

I, DONALD R. JETER do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of INVESTIGATOR
FOR THE DISTRICT ATTORNEY'S OFFICE LIPSHUR COUNTY of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof. So help me God.

Subscribed and sworn to before me, this 19TH day of NOVEMBER 2002



[Signature]
MARY D. BRUNSON

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of..... County, Texas.

Upon application duly presented, it is ordered by the Court that..... of..... County, Texas, be and he is hereby authorized to appoint and deputize..... as Deputy..... in said office. Said appointment to date from the..... day of..... 19....., and to continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed at the sum of..... Dollars, per annum, payable solely from the fees of said office.

Entered..... day of..... 19..... Recorded in Minute Book..... Page.....

E 124

No.

DEPUTATION

OF

Filed for record the..... day

of..... 19....., at

o'clock..... M., and recorded

day of..... 19....., in

Book..... page..... of the Records

of Deputation of.....

County.....

Clerk County Court,

County, Texas

By..... Deputy.

FOR SALE BY STAFFORD-LONDON CO. FORT WORTH

STAFFORD-LONDON CO. FORT WORTH

VOL 63 PG 464

INTERLOCAL AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF UPSHUR)

WHEREAS, the County of Upshur, Texas, hereinafter called "County" and the City of East Mountain, Texas, hereinafter called "City" desire to enter into an agreement concerning road work inside the city limits; 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 road work equipment in the city limits of East Mountain. East Mountain will supply materials and also the police service in the local outlying areas when necessary, this will be decided by the Upshur County Sheriff, and the use of East Mountain Community Center every Wednesday from 9 A.M. to 3 P.M. for or by Justice of Peace of Precinct #1 for court use.

IV.

The objective of this agreement is for the County to assist the City with road maintenance 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 of judgments against the county arising out of the performance of the services under this agreement or arising from any accident, injury or damage whatsoever, or 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.

VII.

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 written instrument signed by the County and the City.

FILED
REX A SHAW
SHERIFF
02 SEP 30 AM 10:25
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VIII.

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.

IX.

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.

X.

The County shall have the right to perform the work at a time of its choosing or not to perform 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.

XI.

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 Meeting Act.

EXECUTED in duplicate, either copy of which shall have the force and effect of an original, by the County of Upshur on the 11th day of November, 2002.

COUNTY OF UPSHUR

Charles Still
County Judge, Charles Still

Joe Orms
Commissioner, Pct. 1, Joe Orms

Tommy Stanley
Commissioner, Pct. 2, Tommy Stanley

Rick Jackson
Commissioner, Pct. 3, Rick Jackson

Russell Green
Commissioner, Pct. #4, Russell Green

CITY OF EAST MOUNTAIN

Ronnie Hill
Mayor, Ronnie Hill

Charles D. Medlin
Councilman, Charles Medlin

Dwayne Brown
Councilman, Dwayne Brown

Edith Wilson Beisch
Councilwoman, Edith Wilson Beisch

Neal Coultter
Councilman, Neal Coultter

Maryann Jons
Councilwoman, Maryann Jons

APPROVED by the East Mountain City Council on the 11th day of November, 2002.

FILED
REX O. SHAW
COUNTY CLERK
02 DEC 05 AM 10:58
UPSHUR COUNTY, TX.
DEPUTY

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

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

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

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

$0.00 \times 15\% = 0.00$

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT	\$599,322.37	\$0 00	\$0 00	201 49			\$599,523 86
DELINQUENT	\$54,559 75	\$22,196 68	\$11,270 69	\$683 27			\$88,710 37
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$653,882 12	\$22,196 68	\$11,270 69	\$884 76			\$688,234 23

Michael L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS
 Sworn to and subscribed before me this
15th day of November, 2002 A.D.

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS
 by *Robert Rodenburg*
 Robert Rodenburg, Deputy County Clerk of Upshur County, do
 here by certify that I have carefully examined the
 above mentioned Monthly Report of Taxes collected
 by MICHEAL L SMITH, Tax Assessor-Collector
 of said county.

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS
 by *Robert Rodenburg*

Pay Delinquent Tax Attorney: \$11,270.69

FILED
 REX A. SHAW
 COUNTY CLERK
 02 DEC 16 AM 10:58
 UPSHUR COUNTY, TX.
 BY *Robert Rodenburg* DEPUTY

MONTHLY REPORT
FOR
AD VALOREM TAXES and FEES
OCTOBER 2002

CURRENT TAXES	\$599,322.37
DELINQUENT TAXES	\$54,559.75
PENALTY & INTEREST	\$22,196.66
ATTORNEY FEES COLLECTED	\$11,270.69
TAX CERTIFICATES & FEES	\$1,050.75
RETURN CHECK FEES	\$105.00
BEER & ALCOHOL FEES	\$285.00
VOTER LIST	\$21.57
MISCELLANEOUS FEES	\$8.00
VARIANCE	\$884.76
FEDERAL FLOOD CONTROL	\$0.00
ENTITIES COLLECTION FEES	\$13,750.46
MANUAL DISTRIBUTION	-\$51.15
TOTAL COLLECTIONS	\$703,403.86
AD VALOREM INTEREST	\$520.09
HWY DEPARTMENT INTEREST	\$474.69

Upshur County Tax Office

A T C S Y S T E M v 7.5

11:33am 24 Nov 2002

Monthly Collection Totals for ALL Years

The Software Group, Inc.

ALL Balances from 10/01/2002 thru 10/31/2002

Page 1

(230) UPSHUR COUNTY

ITEMS	LEVY M&O	LEVY I&G	TAX DUE	DISC /	P&I	TORNEY FEE	FEES	AMOUNT PAID	AMOUNT DUE	VARIANCE
1901	1	0.39	2.00	0.39	1.22	2.00	2.00	1.41	1.41	0.00
1902	3	12.77	0.20	12.77	31.60	6.60	2.00	51.11	51.11	0.00
1980	9	48.73	2.00	48.73	25.25	7.67	0.00	33.65	93.65	2.00
1904	5	27.29	0.00	27.29	82.20	13.22	0.00	120.59	120.59	2.00
1905	24	217.20	0.20	217.22	232.63	51.31	0.00	501.17	501.16	0.01
1906	19	219.66	0.20	219.28	436.71	98.51	0.00	755.10	755.10	0.00
1907	22	139.75	37.95	237.70	462.94	182.11	0.00	782.75	782.75	0.00
1908	30	211.49	37.58	279.07	486.61	114.83	0.20	882.51	882.51	0.00
1909	37	208.49	42.12	330.61	538.14	120.36	2.00	999.11	999.11	0.00
1992	51	132.18	66.38	553.56	813.51	211.22	0.00	1619.50	1619.50	0.00
1901	22	289.32	42.39	320.51	458.35	118.31	0.20	382.97	100.37	0.00
1992	41	432.64	56.20	488.22	623.22	166.35	0.00	1279.69	1279.69	0.00
1993	56	512.27	60.70	573.13	662.51	185.35	0.00	1420.96	1420.99	-0.03
1994	72	540.78	50.39	600.77	622.20	183.62	0.00	1487.17	1487.19	-0.02
1995	93	783.22	44.03	824.35	765.28	238.38	0.00	1828.83	1828.81	0.02
1996	79	1225.73	120.88	1420.61	1120.17	230.97	0.00	3945.83	2912.75	0.00
1997	147	1383.19	162.07	2045.26	1390.95	511.67	0.00	3945.88	3945.88	0.00
1998	121	2646.55	372.31	4018.68	2272.40	943.03	0.00	7221.89	7221.88	0.01
1999	301	4544.82	0.00	4544.87	2027.28	981.78	0.00	7553.45	7553.53	-0.08
2000	410	3023.82	1252.26	10876.89	2569.45	2162.58	0.00	16688.76	13088.71	0.00
2001	1253	24335.47	2558.23	26893.75	5530.62	4668.18	0.00	37767.87	37884.47	600.40
2002	6363	526613.64	62711.73	599322.37	2.00	0.00	599323.86	599322.37	0.01	
Entity 230	5876	588256.94	65624.56	552882.12	22196.66	11278.69	0.00	688234.23	687349.47	884.76

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

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

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

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

$0.00 \times 15\% = 0.00$

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT	\$670924 49	\$0 00	\$0 00	\$27 44			\$670,951 93
DELINQUENT	\$22,914 97	\$9354 61	\$4588.12	-\$565 38			\$36,292 32
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$693839 46	\$9354 61	\$4588 12	-\$537 94			\$707,244 25

Michael L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS
 Sworn to and subscribed before me this
12th day of December, 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 MICHEAL L SMITH, Tax Assessor-Collector of said county.

Rex Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

Pay Delinquent Tax Attorney: \$4,588.12

FILED
 REX A. SHAW
 COUNTY CLERK
 02 DEC 16 AM 10:58
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

**MONTHLY REPORT
FOR
AD VALOREM TAXES and FEES NOVEMBER 2002**

CURRENT TAXES	\$670,924.49
DELINQUENT TAXES	\$22,914.97
PENALTY & INTEREST	\$9,354.61
ATTORNEY FEES COLLECTED	\$4,588.12
TAX CERTIFICATES & FEES	\$742.00
RETURN CHECK FEES	\$30.00
BEER & ALCOHOL FEES	\$0.00
VOTER LIST	\$0.00
MISCELLANEOUS FEES	\$2.00
VARIANCE	-\$537.94
FEDERAL FLOOD CONTROL	\$0.00
ENTITIES COLLECTION FEES	\$2,355.32
MANUAL DISTRIBUTION	\$0.00
TOTAL COLLECTIONS	\$710,373.57
AD VALOREM INTEREST	\$725.89
HWY DEPARTMENT INTEREST	\$436.00

Lapsus County Tax Office
The Software Group, Inc.

A T C B Y o T e H v 7.5
Monthly Collection Totals for ALL Years
All Batches from 11/01/2002 thru 11/30/2002

11/30/02 Dec 2002

Page .

(030) LAPSUS COUNTY

ITEMS	LEVY	LEVY	TAX	DISC	F&T	TDRIVE	FEE	FEE	AMOUNT	PAID	AMOUNT	DUE	VARIANCE
1979	1	11.88	0.00	1.38	5.07	1.84	0.00	0.00	7.39	7.39	0.00	0.00	0.00
1980	2	21.25	0.00	2.65	5.55	1.85	0.00	0.00	9.45	9.45	0.00	0.00	0.00
1981	3	31.39	0.00	3.39	8.50	1.84	0.00	0.00	14.08	14.08	0.00	0.00	0.00
1982	12	16.77	0.00	16.77	41.05	3.02	0.00	0.00	57.46	57.46	0.00	0.00	0.00
1983	68	1771.20	0.00	1771.20	361.12	6.34	0.00	0.00	1811.20	1811.20	0.00	0.00	0.00
1984	14	21.00	0.00	21.00	51.09	11.47	0.00	0.00	71.13	71.13	0.00	0.00	0.00
1985	33	665.32	0.00	665.32	150.17	33.37	0.00	0.00	865.35	865.35	0.00	0.00	-3.28
1986	16	71.00	0.00	71.00	141.75	21.05	0.00	0.00	211.25	211.25	0.00	0.00	0.00
1987	12	80.00	15.00	95.00	188.80	43.25	0.00	0.00	331.47	331.47	0.00	0.00	0.00
1988	1	10.00	2.00	12.00	21.00	7.00	0.00	0.00	31.00	31.00	0.00	0.00	0.00
1989	15	36.25	3.27	41.52	80.00	18.00	0.00	0.00	120.59	120.59	0.00	0.00	0.00
1990	25	16.00	10.25	26.25	41.23	42.04	0.00	0.00	109.52	109.52	0.00	0.00	0.00
1991	25	87.41	12.00	99.41	141.07	36.23	0.00	0.00	277.67	277.67	0.00	0.00	0.00
1992	26	78.40	8.25	86.65	115.20	38.00	0.00	0.00	240.15	240.15	0.00	0.00	0.00
1993	34	238.40	20.27	258.67	314.00	87.21	0.00	0.00	660.71	660.71	0.00	0.00	0.00
1994	33	194.00	11.05	205.05	200.40	60.09	0.00	0.00	511.20	511.20	0.00	0.00	0.00
1995	47	333.27	20.00	353.27	520.10	100.80	0.00	0.00	1000.47	1000.47	0.00	0.00	0.00
1996	53	550.00	0.00	550.00	721.78	130.77	0.00	0.00	1402.55	1402.55	0.00	0.00	0.00
1997	1	131.00	1.31	132.31	190.04	30.00	0.00	0.00	278.35	278.35	0.00	0.00	0.00
1998	148	1240.27	110.07	1350.34	1661.23	238.60	0.00	0.00	3250.17	3250.17	0.00	0.00	0.00
1999	126	1800.43	8.00	1808.43	2220.40	630.51	0.00	0.00	4659.34	4659.34	0.00	0.00	-43.37
2000	274	4509.25	558.00	5067.25	6070.00	200.00	0.00	0.00	11437.25	11437.25	0.00	0.00	-0.00
2001	533	6671.00	722.00	7393.00	8800.00	150.00	0.00	0.00	16343.00	16343.00	0.00	0.00	-51.00
2002	1000	8000.00	6750.00	14750.00	17000.00	2.00	0.00	0.00	31752.00	31752.00	0.00	0.00	0.00
TOTAL	12276	64410.00	63600.00	60000.00	5054.00	1500.00	0.00	0.00	147144.00	147144.00	0.00	0.00	0.00

UPONOR COUNTY TAX ASSESSOR COLLECTOR
THE SOFTWARE GROUP, INC.

ATC SYSTEM
RECAP REPORT FOR ENTITY 230 11/01/02 THRU 11/30/02

05 Dec 2002
PAGE 1

YR	ORIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/P&I	ATT	FILE	NET	PAID	AMOUNT	PAID	VARIANCE
39		0.00				0.00				0.00		0.00		0.00					0.00
40		0.00				0.00				0.00		0.00		0.00					0.00
41		0.13				0.13				0.00		0.00		0.00					0.13
42		0.00				0.00				0.00		0.00		0.00					0.00
43		0.00				0.00				0.00		0.00		0.00					0.00
44		0.00				0.00				0.00		0.00		0.00					0.00
45		0.00				0.00				0.00		0.00		0.00					0.00
46		0.00				0.00				0.00		0.00		0.00					0.00
49		1.27				1.27				0.00		0.00		0.00					1.27
50		1.26				1.26				0.00		0.00		0.00					1.26
51		2.88				2.88				0.00		0.00		0.00					2.88
52		0.00				0.00				0.00		0.00		0.00					0.00
53	164.59					164.59				0.00		0.00		0.00					164.59
54	103.62					103.62				0.00		0.00		0.00					103.62
55	4.66					4.66				0.00		0.00		0.00					4.66
56	4.66					4.66				0.00		0.00		0.00					4.66
57	0.00					0.00				0.00		0.00		0.00					0.00
58	4.05					4.05				0.00		0.00		0.00					4.05
59	7.50					7.50				0.00		0.00		0.00					7.50
60	6.66					6.66				0.00		0.00		0.00					6.66
61	27.10					27.10				0.00		0.00		0.00					27.10
62	5.00					5.00				0.00		0.00		0.00					5.00
63	13.81					13.81				0.00		0.00		0.00					13.81
64	14.28					14.28				0.00		0.00		0.00					14.28
65	23.72					23.72				0.00		0.00		0.00					23.72
66	18.84					18.84				0.00		0.00		0.00					18.84
67	51.73					51.73				0.00		0.00		0.00					51.73
68	67.26					67.26				0.00		0.00		0.00					67.26
69	108.20					108.20				0.00		0.00		0.00					108.20
70	89.56					89.56				0.00		0.00		0.00					89.56
71	57.35					57.35				0.00		0.00		0.00					57.35
72	80.85					80.85				0.00		0.00		0.00					80.85
73	43.49					43.49				0.00		0.00		0.00					43.49
74	70.68					70.68				0.00		0.00		0.00					70.68
75	118.19					118.19				0.00		0.00		0.00					118.19
76	37.83					37.83				0.00		0.00		0.00					37.83
77	85.16					85.16				0.00		0.00		0.00					85.16
78	131.52					131.52				0.00		0.00		0.00					131.52
79	292.53					292.53				1.88		5.37		1.04		7.93		7.93	292.53
80	446.71					446.71				2.25		5.35		1.03		3.41		3.41	446.71
81	1470.00					1470.00				0.33		8.83		1.04		14.08		14.08	1470.00
82	2475.00					2475.00				16.77		41.89		0.02		67.00		67.00	2475.00
83	2870.00					2870.00				1772.20		32.12		5.34		1311.16		1311.16	2870.00
84	3421.00					3421.00				22.83		51.39		1.07		84.75		84.75	3421.00
85	4740.48					4740.48				605.62		100.47		55.07		360.86		360.86	4740.48
86	41734.36					41734.36				73.02		147.43		23.05		250.50		250.50	41734.36
87	42020.80					41980.33				35.42		160.00		45.23		201.47		201.47	42020.80

UPSHUR COUNTY TAX ASSESSOR COLLECTOR
THE SOFTWARE GROUP, INC.

A T C SYSTEM
RECAP REPORT FOR ENTITY 230 11/01/02 THRU 11/30/02

05 Dec 2002
Page 2

	YR	ORIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/P&I	ATT	FILE	NET	PAID	AMOUNT	PAID	VARIANCE
	88	30107.60			-33.00			30074.60			19.19	34.08		7.38		61.25	61.25			0.00
	89	40664.75			-11.16			40653.59			11.52	58.58		10.19		100.39	100.39			0.00
	90	43312.03			-06.13			43285.90			111.31	172.29		42.04		320.34	320.34			0.00
	91	51723.95			-142.52			51581.43			99.73	141.07		36.23		277.65	277.65			0.00
	92	38520.58			-71.44			38449.14			88.65	115.28		30.28		234.51	234.71			0.20
	93	72779.91			-79.37			72700.54			226.70	314.22		87.11		550.33	550.71			0.38
	94	34220.91			-65.24			34155.67			215.91	220.48		66.59		510.98	511.18			0.20
	95	112641.34			-64.47			112576.87			303.20	525.19		163.05		1156.30	1156.44			0.14
	96	145130.34			-53.86			145076.48			727.48	395.47		198.17		1521.42	1521.60			0.18
	97	151140.27			-65.06			151075.21			1424.70	370.04		203.05		2780.39	2780.60			0.21
	98	235264.78			-52.18			235212.60			1262.44	720.53		239.09		2209.66	2209.73			0.07
	99	488077.52			-54.03			488023.49			2803.43	1320.48		600.01		4334.34	4334.30			-0.04
	00	6008011.47			-213.39			6007797.08			9328.33	1672.39		969.09		7501.41	7501.34			-0.07
	01	7250160.20			-1095.99			725072.21			7094.58	1805.34		1515.13		10315.65	10307.11			-8.54
	02	7620493.40			1046.28			7627539.68			67024.45	2.00		0.00		670924.43	670551.93			372.50
200		22728123.10			-6668.80			22751254.30			693839.46	9354.61		4588.12		707782.19	707244.25			-537.94

DEPUTATION

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, W.V. RAY

JUSTICE OF THE PEACE of the County of UPSHUR and State of Texas, having full confidence in SHERYL LYNNE JEWKES of said County, and State, do hereby with the consent of the Commissioners' Court of UPSHUR County, Texas, duly entered herein, nominate and appoint the said SHERYL LYNNE JEWKES my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of CHIEF JUSTICE OF THE PEACE COURT PCT. 4 of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 25th day of NOVEMBER 2002

W.V. Ray JUSTICE OF THE PEACE of UPSHUR County, Texas.

THE STATE OF TEXAS

COUNTY OF UPSHUR

BEFORE ME, LEANDA KELLAR

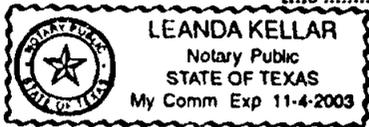
NOTARY PUBLIC

UPSUR

in and for County, Texas, on this day personally appeared W.V. RAY

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at GILMER, Texas, this 25th day of NOVEMBER 2002



Leanda Kellar Notary Public

OATH OF OFFICE

SHERYL LYNNE JEWKES

"I, SHERYL LYNNE JEWKES do solemnly swear (or affirm) that I will faithfully execute the duties of the office of CHIEF DEPUTY CLERK and for JUSTICE OF THE PEACE, UPSHUR County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed *Sheryl Lynne Jewkes*

Sworn to and subscribed before me, this 25th day of NOVEMBER A. D. 2002

Charles L. Still CHARLES L. STILL Upshur County Judge

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of.....County, Texas.

Upon application duly presented, it is ordered by the Court that.....
of.....County, Texas, be and he is hereby authorized to appoint and deputize
.....as Deputy.....in
said office. Said appointment to date from the.....day of....., 19....., and to
continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said
deputy is hereby fixed at the sum of.....Dollars, per annum, payable
solely from the fees of said office.

Entered.....day of....., 19..... Recorded in Minute Book.....Page.....

FILED
REX A. SHAW
COUNTY CLERK
02 DEC 16 AM 10:58
UPSHUR COUNTY, TX.
BY _____ DEPUTY

No.....
DEPUTATION
OF

.....
.....
.....
Filed for record the.....day
of....., 19....., at.....o'clock
.....M., and recorded.....day
of....., 19....., in Book.....
Page.....of the records of deputation
of.....County.
.....Clerk
County Court.....County, Texas.
By.....Deputy.
.....
.....

ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: _____, 2003

1. Bill Schmitt	1. L & M
2. Karlus Willigson	2. Gilmer
3. Robert Huchalug	3. Gladewater
4. J. Duane Tucker	4. Gilmer
5. Nolan Lowry	5. Gilmer
6. VANCE LOWRY	6. Gilmer
7. Hugh Cross	7. Gilmer
8. Richard Brown	8. Gilmer
9. William Reynolds	9. Gilmer
10. Marion Ewell	10. Gilmer
11. James M. Bowlin	11. Gilmer
12. Lee V. Hobbs	12. Gilmer
13. Wynnie E. West	13. Gilmer
14. Amy Fatche	14. Gilmer
15. Bruce Wilson	15. Big Sandy
16. Wyan Brown	16. Gilmer
17. Juan Small	17. Cape
18. Susan Calderon	18. Gilmer
19. Gary Calderon	19. Gilmer
20. Dale Bulfinch	20.
21. John Bolates	21. LINERARGER
22. Beverly Mayhan	22. LAW FIRE
23. Sheri Pannick	23. Tax Office - Upshur
24. Steve Duggins	24. Upshur County CMS
25. D. Roper	25. ()

FILED
 REX A. SHAW
 COUNTY CLERK
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ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: _____, 2003

1. <i>Wally</i>	1.
2. <i>Odin Hill Sgt.</i>	2.
3. <i>Arnold</i>	3.
4. <i>Miya Harris</i>	4. <i>Gilmer</i>
5. <i>James Russell</i>	5. <i>Gilmer</i>
6. <i>Gayce Morrison</i>	6. <i>Gilmer</i>
7.	7.
8.	8.
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23.	23.
24.	24.
25.	25.

BY _____
 PSU R. CLINTON
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