

**NOTICE OF MEETING**  
**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS**  
**THURSDAY, MAY 15, 2003, 9:00 AM, REGULAR SESSION**  
**3<sup>RD</sup> FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS**

**AGENDA**

1. Consider and take action on approval of:
  - A. Minutes of the previous meeting;
  - B. Budget amendments;
  - C. Payroll changes;
  - D. Payroll register;
  - E. Treasurer's monthly report;
  - F. Financial statements;
  - G. Accounts payable;
  - H. Applications for use of Upshur County roads and right of way; and
  - I. Accept for recording any and all Bonds, Oaths and Deputations.
2. Consider bids on property foreclosed for delinquent taxes and take action.
3. Discuss and take necessary action on renewal of County employee insurance and benefits.
4. Discuss and take necessary action on request by County Treasurer to purchase locking cabinets, from Records Management funds, for privacy maintenance of health insurance records due to HIPAA regulation.
5. Discuss and take necessary action regarding Rod's Bait and Tackle land located the Hwy 271 and Taylor Street, Gilmer, TX.
6. Consider and take necessary action regarding contract with Amazing Grants, Inc. for project administration on the County's STEP project funded through the Texas Community Development Program of the Office of Rural Community Affairs on behalf of Sharon Water Supply Corp.
7. Consider and take necessary action regarding contract with NRS Consulting Engineers for project engineering on the County's STEP project funded through the Texas Community Development Program of the Office of Rural Community Affairs on behalf of Sharon Water Supply Corp.
8. Consider and take necessary action on Resolution designating individuals as authorized signators for the County's 2002 STEP grant.
9. Discuss and take action regarding citizens' requests to reduce speed limit on State Highway 271 North.

10. Discuss and take action regarding janitorial service.
11. Discuss and take action on adopting a Resolution to the legislators admonishing them to seek a solution to the State budget crisis.
12. Bring back Item #12 tabled at the Commissioners Court Meeting on April 30, 2003 "Discuss and take action on the road and bridge vehicle and equipment comprehensive and liability insurance."
13. Court will go into EXECUTIVE SESSION as authorized by V.T.C.A. 551.074(a)(1) to discuss Data Processing personnel.
14. Court will re-convene into open session and take any action necessary regarding Data Processing personnel.
15. Open bids for County bank depository contract. Discuss and take necessary action on bids.



Dean Fowler  
Upshur County Judge

FILED  
ROBIN JOSEBERG  
County Clerk  
03 MAY 12 AM 8:24  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY  
COMMISSIONER'S COURT

MAY 15, 2003

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

1A. MOTION BY RICK JACKSON SECONDED BY BUDDY  
FERGUSON TO APPROVE THE MINUTES OF THE PREVIOUS  
MEETING DATED 4-30-2003.MOTION CARRIED.COPY  
ATTACHED.

B. MOTION BY RICK JACKSON SECONDED BY GARY  
DRENNAN TO APPROVE THE BUDGET AMENDMENTS.MOTION  
CARRIED .COPY ATTACHED.

C. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO  
APPROVE THE FOLLOWING PAYROLL CHANGES:

PHILLIP HILL -SHERIFF'S OFFICE -LONGEVITY  
S.WAYDE DAVIS -SHERIFF'S OFFICE -LONGEVITY  
TROY FORT -R&B -LONGEVITY  
JERRY WRIGHT-R&B-LONGEVITY  
BILLY GLENN-R&B-LONGEVITY  
GENERAL LEE EDWARDS-R&B-PART-TIME SUMMER HELP  
GARY POWELL-R&B-PART-TIME SUMMER HELP  
THOMAS CAMPBELL-R&B-PART-TIME SUMMER HELP  
JAMES COUTON-R&B-PART-TIME SUMMER HELP  
JIMMY KELLY-R&B-PART-TIME SUMMER HELP  
MARCUS BROWN-R&B-PART-TIME SUMMER HELP  
CLIFFORD TACKETT-R&B-PART-TIME SUMMER HELP  
LARRY FORTSON-SHERIFF'S OFFICE- FROM SGT. TO CORP.  
J. SCOTT MOORE-SHERIFF'S OFFICE-FROM INVESTIGATOR  
TO SGT.  
ROXANNE WARREN-FROM DEPT.I TO INVESTIGATOR

MOTION CARRIED ON ALL THE ABOVE.COPIES ATTACHED.

**D. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT THE PAYROLL REGISTER.MOTION CARRIED.COPY ATTACHED.**

**E. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ACCEPT THE TREASURER'S MONTHLY REPORT.MOTION CARRIED.COPY ATTACHED.**

**F.MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT FINANCIAL STATEMENTS FOR MONTH ENDING APRIL 30, 2003.MOTION CARRIED.COPY ON FILE IN COUNTY CLERK'S OFFICE.**

**G.MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ACCEPT ACCOUNTS PAYABLE.MOTION CARRIED.COPY ATTACHED.**

**BILL PREVIOUSLY APPROVED ON 4-30-03 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.**

**JURY SELECTION SYSTEM FOR JP#1 FOR 5-1-03 AND 5-5-03 FOR COUNTY CLERK AND 5-14-03 FOR DISTRICT CLERK ALL PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.**

**H. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE FOLLOWING.**

**LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND ARTHUR REEVES.**

**LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND JAMES AND BARBARA PORTER.**

**LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND DORRIS D. BORAH.**

**LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND LOIS DUNCAN.**

**AGREEMENT BETWEEN UPSHUR COUNTY AND CHUCK JULIAN TO CUT TREES ON RIGHT OF WAY.**

**AGREEMENT BETWEEN LEWIS HEWITT AND UPSHUR COUNTY TO CUT TREES ON RIGHT OF WAY. SPECIAL RD. USE AGREEMENT SUBMITTED BY LONE STAR TIMBER TO HAUL ON WHITE OAK RD.**

**SPECIAL RD. USE AGREEMENT SUBMITTED BY RIOS LOGGING CO. TO HAUL ON MULE DEER AND GREAT DANE ROADS.**

**SPECIAL ROAD USE AGREEMENT SUBMITTED BY STROUD PETROLEUM ON SNAPDRAGON ROAD.**

**SPECIAL ROAD USE AGREEMENT SUBMITTED BY HURLINMAN FOREST PRODUCTS TO HAUL ON MULE DEER ROAD.**

**PERMIT APPLICATION SUBMITTED BY TRACI YARBROUGH TO PLACE A CULVERT WITHIN ROW OF GLENN ROAD.**

**PERMIT APPLICATION SUBMITTED BY JERRY STANLEY TO PLACE A CULVERT IN ROW OF COUNTY ROAD TODD.**

**PERMIT APPLICATION SUBMITTED BY JASON NOLL TO PLACE A CULVERT WITHIN ROW OF CR 2088 AND WOODCHUCK ROAD.**

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

**1. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ACCEPT DEPUTATION OF LORY SEAHORN. MOTION CARRIED COPY ATTACHED.**

**2. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ACCEPT BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES ON 5 ACRES LOCATED ON VERBENA. BID SUBMITTED BY RICHARD H. ANDREWS.**

**MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ACCEPT BID FOR 2 ½ ACRES IN THE LASERDA SURVEY. BID SUBMITTED BY JOSH M. RITTER.**

**MOTION BY RICK JACKSON SECONDED BY BUDDY FERGUSON TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. LAND IS 34 ACRES IN THE WILLIAM GOODWIN SURVEY. BID SUBMITTED BY ALISHA R. DUVALL.**

**MOTION CARRIED ON ALL THE ABOVE.**

**3. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO ACCEPT RENEWAL WITH CURRENT CARRIER AND CURRENT BENEFITS FOR COUNTY EMPLOYEE INSURANCE. MOTION CARRIED.**

**4. MOTION BY RICK JACKSON SECONDED BY BUDDY FERGUSON TO ALLOW MYRA HARRIS, COUNTY TREASURER, TO PURCHASE 3 FILING CABINETS FOR HEALTH INSURANCE RECORDS DUE TO NEW HIPAA LAWS. FUNDS TO BE TAKEN OUT OF THE RECORDS MANAGEMENT FUNDS. MOTION CARRIED.**

**5. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO TABLE ANY ACTION UNTIL NEXT MEETING FOR .25 ACRES WHICH IS ROD'S BAIT AND TACKLE. LAND ADJACENT TO LAND OWNED BY UPSHUR COUNTY. MOTION CARRIED.**

**6. MOTION BY GARY DRENNAN SECONDED BY RICK JACKSON TO APPROVE SPECIAL MANAGEMENT AGREEMENT BETWEEN UPSHUR COUNTY AND AMAZING GRANTS & SHARON WATER SUPPLY. FEES IN CONTRACT PAID WITH STATE FUNDS. MOTION CARRIED. COPY ATTACHED.**

**7. MOTION BY GARY DRENNAN SECONDED BY RICK JACKSON TO ACCEPT AGREEMENT BETWEEN UPSHUR COUNTY AND NRSH, INC. MOTION CARRIED. COPY ATTACHED.**

**8. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO AUTHORIZE COUNTY JUDGE, COUNTY**

**TREASURER AND COUNTY AUDITOR TO BE SIGNATORS FOR THE 2002 STEP GRANT.MOTION CARRIED.COPY ATTACHED.**

**9.MOTION BY GARY DRENNAN SECONDED BY JOEY ORMS TO PASS A RESOLUTION FOR TXDOT TO REDUCE THE SPEED LIMIT TO 55 MPH ON 271 ATMIDWAY AND TO PUT IN A TURN LANE ALSO AT THAT LOCATION.MOTION CARRIED.**

**10.MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO GO OUT FOR BIDS FOR JANITORIAL SERVICES.SEALED BIDS TO BE RETURNED TO COUNTY JUDGE'S OFFICE BY 5:00PM ON 6-13-2003.BIDS TO BE DISCUSSED AT THE JUNE 16<sup>TH</sup> MEETING.**

**11. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ADOPT A RESOLUTION TO THE LEGISLATORS ADMONISHING THEM TO SEEK A SOLUTION TO THE STATE BUDGET CRISIS.MOTION CARRIED.COPY ATTACHED.**

**12.MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO FOLLOW MR. WILSON'S RECOMENDATIONS TO DROP FULL COVERAGE ON COUNTY OWNED VEHICLES 10 YRS OLD AND COUNTY PICKUPS AT 5 YRS. OLD.MOTION CARRIED.**

**13. COURT WENT INTO EXECUTIVE SESSION @10:50AM.**

**14. COURT RECONVENED INTO OPEN SESSION @11:20AM.NO NEED FOR PUBLIC ACTION PER JUDGE DEAN FOWLER.**

**15. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO ACCEPT CONTRACT WITH FIRST NATIONAL BANK FOR BANK DEPOSITORY.MOTION CARRIED.COPIES OF ALL ATTACHED.**

**ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.**

**MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO ADJOURN.MOTION CARRIED.**

\_\_\_\_\_  
**JUDGE DEAN FOWLER**

*Joe Orms*  
\_\_\_\_\_  
**COMMISSIONER JOEY ORMS**

*Joe "Buddy" Ferguson*  
\_\_\_\_\_  
**COMMISSIONER JOE "BUDDY" FERGUSON**

\_\_\_\_\_  
**COMMISSIONER RICK JACKSON**

*Gary Drennan*  
\_\_\_\_\_  
**COMMISSIONER GARY DRENNAN**

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 30 AM 10:17  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 15<sup>th</sup> day of May, 2003

Dean Fowler  
DEAN FOWLER, County Judge

Joey Orms  
Joey Orms, Commissioner, Pct. 1

Joe Ferguson  
JOE FERGUSON, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

Gary Drennan  
GARY DRENNAN, Comm. Pct. 4

FILED  
ROBIN RODENBERG  
CLERK  
03 MAY 15 AM 11:11  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

FY 2003  
FROM

May 15, 2003

LINE ITEM TRANSFER BUDGET AMENDMENTS  
TO

10-401-4230	<b>Commissioners Court</b> Bonds	\$ 89.97	<b>Commissioners Court</b> 10-401-3010 Office Supplies	\$ 89.97
10-403-1200	<b>County Clerk</b> Salary Regular	\$ 1,119.95	<b>County Clerk</b> 10-403-1300 Parttime	\$ 1,119.95
10-409-4200	<b>Non-Departmental</b> Property & General Liab	\$ 690.00	<b>Non-Departmental</b> 10-409-4175 Postmortem Exp	\$ 690.00
10-411-1200	<b>Computer</b> Salary Regular	\$ 370.00	<b>Computer</b> 10-411-1900 Salary Supplements	\$ 370.00
10-411-4450	Maintenance	\$ 295.00	10-411-4495 Contracted Services	\$ 295.00
10-426-4502	<b>County Court</b> Education Exp	\$ 1,452.99	<b>County Court</b> 10-426-4110 Senate 7 bill Appts	\$ 700.00
			10-426-4135 Ct Costs	\$ 752.99
10-453-4520	<b>JP #3</b> Mileage	\$ 19.97	<b>JP #3</b> 10-453-4502 Education Exp	\$ 19.97
10-454-5400	<b>JP #4</b> Office Machines	\$ 422.01	<b>JP #4</b> 10-454-4502 Education Exp	\$ 422.01
10-409-4955	<b>Non-Departmental</b> Contingency	\$ 920.00	<b>Elections</b> 10-490-3040 Election materials	\$ 920.00
10-499-3030	<b>Tax Assessor/Collector</b> Stationery, etc	\$ 12.75	<b>Tax Assessor/Collector</b> 10-499-3010 Office Supplies	\$ 12.75
10-509-5200	<b>9-1-1 Mapping</b> Computer Equipt	\$ 124.85	<b>9-1-1 Mapping</b> 10-509-3010 Office Supplies	\$ 124.85
10-510-3390	<b>County Buildings</b> Hand tools, etc	\$ 811.33	<b>County Buildings</b> 10-510-3380 Misc Expenses	\$ 482.39
			10-510-4480 Labor	\$ 176.25
			10-510-4495 Contracted Services	\$ 152.69
10-514-4495	<b>C. J. Annex</b> Contracted Services	\$ 227.75	<b>C. J. Annex</b> 10-514-4480 Labor	\$ 227.75
10-554-3200	<b>Constable #4</b> Gasoline	\$ 260.00	<b>Constable #4</b> 10-554-4480 Other Repairs/maint	\$ 260.00
10-560-5350	<b>County Sheriff</b> Comm Equipt	\$ 40.00	<b>County Sheriff</b> 10-560-4600 Dues	\$ 40.00
10-565-1200	<b>County Jail</b> Salary Regular	\$ 1,338.36	<b>County Jail</b> 10-565-1300 Parttime	\$ 1,338.36
10-565-5350	Communication Equipt	\$ 119.95	10-565-3010 General Office	\$ 119.95
10-580-5800	<b>DPS</b> Radar	\$ 262.18	<b>DPS</b> 10-580-3380 Other Operating	\$ 262.18
10-642-4803	<b>Indigent Health</b> Hospital Charges	\$ 1,381.75	<b>Indigent Health</b> 10-642-4802 Prescription Drugs	\$ 1,381.75
10-650-1200	<b>Library services</b> Salary Regular	\$ 330.89	<b>Library Services</b> 10-650-1300 Parttime	\$ 330.89
10-650-3010	General Office Supplies	\$ 138.63	10-650-2450 Unemployment	\$ 138.63
15-611-5600	<b>Road &amp; Bridge</b> Road Equipt	\$ 12,281.54	<b>Road &amp; Bridge</b> 15-611-4310 Water Sewer Garbage	\$ 71.54
			15-611-4495 Other Contract Serv	\$ 12,210.00
		\$ 22,619.90		\$ 22,619.90

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05/16/03 Dept. 560/Co. Sheriff

Employee Phillip Hill

Social Security No \_\_\_\_\_ Emp ID# 1086

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

REASON(S) FOR THE CHANGE(S)

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

FROM COUNTY OF UPSHUR TEXAS  
 03 MAY 15 AM 11:11  
 DEPUTY

Comments: 2 years Longevity \$4 s/m

Anniversary date 05/14/03

Authorized by: Mypa Harris

Approved by: \_\_\_\_\_ Date: 05-12-03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/16/03 Dept. 560/ Co. Sheriff  
Employee S. Wayne Davis  
Social Security No. \_\_\_\_\_ Emp ID# 884

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

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input checked="" 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

Comments: 5 years Longevity \$10 S/m  
Anniversary date 05/06/03

Authorized by: *Merna Harris*  
Approved by: \_\_\_\_\_ Date: 05-12-03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05/16/03 Dept. R+B  
Employee Joy Fort  
Social Security No \_\_\_\_\_ Emp. ID# 1077

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

REASON(S) FOR THE CHANGE(S)

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

RECEIVED  
MAY 15 AM 11:11  
FILED PERG

Comments: 2 years Longevity \$ 4 s/m  
Anniversary date 05/11/03

Authorized by: M. J. Harris  
Approved by: \_\_\_\_\_ Date: 05-12-03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05/16/03 Dept. R+B

Employee Jerry Wright

Social Security No. \_\_\_\_\_ Emp. ID# 1157

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

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

Comments: 1 year Longevity \$2 s/m

Anniversary date 05/20/03

Authorized by: [Signature]

Approved by: \_\_\_\_\_ Date: 05-12-03

FILED  
 ROBINSON  
 COUNTY CLERK  
 MAY 15 AM 11:11  
 UPSHUR COUNTY TX

VOL 64 PG 357

## UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05/16/03 Dept. R+B  
 Employee Billy Glenn  
 Social Security No \_\_\_\_\_ Emp. ID# 418

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

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

Comments: 2 years Longevity #4 s/m  
Anniversary date 05/16/03

Authorized by: Mypa Harris  
 Approved by: \_\_\_\_\_ Date: 05-12-03

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R+B

Employee General Lee Edwards

Social Security No \_\_\_\_\_ Emp. ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$7.10/Hr</u>	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input checked="" type="checkbox"/>	Hired	Re: Med	FILED ROBIN RODENBERG COUNTY CLERK 03 MAY 15 AM 11:11 UPSHUR COUNTY TX
	Introductory Period Ended	Merit Increase	
	Promotion	Transfer	
	Longevity Increase	Demotion	
	Re-evaluation of Job	Retirement	
	Layoff	Discharged	
	Leave-of-Absence	Other	

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
 Approved by: [Signature] Date: 5/12/03

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept R4B  
 Employee Gary Powell  
 Social Security No \_\_\_\_\_ Emp ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$ 7.10/HR</u>	
	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

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
 Approved by: Michael Wilson Date: 5/12/03

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R&B  
 Employee Thomas Campbell  
 Social Security No. \_\_\_\_\_ Emp. ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	# 7.10/HR	
	Department		
	Position		

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

FILED  
 ROBERT HODGKINS  
 COUNTY CLERK  
 MAY 15 AM 11:11  
 UPSHUR COUNTY, TX

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
 Approved by: [Signature] Date: 5/12/03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R4B  
Employee James Canton  
Social Security No. \_\_\_\_\_ Emp. ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	# 7.10/HR	
	Department		
	Position		

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

CS MAY 15 AM 11:11  
LEON BERG  
COUNTY, TX

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
Approved by: Michael Wilton Date: 5/12/03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R4B

Employee Jimmy Kelly

Social Security No. \_\_\_\_\_ Emp ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$7.10/HR</u>	
	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

03 MAY 15 AM 11:11  
ROBERT J. DENBERG  
COUNTY CLERK  
UPSHUR COUNTY, TX

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
Approved by: [Signature] Date: 5/12/03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R4B  
 Employee Marcus Brown  
 Social Security No. \_\_\_\_\_ Emp ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	# 7.10/HR	
	Department		
	Position		

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

OS HAYES AM 11:11  
 ROBERT ENBERG  
 COUNTY CLERK

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_  
 Approved by: Michael Wilson Date: 5/12/03

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/12/03 Dept. R&B

Employee Clifford Jachett

Social Security No. \_\_\_\_\_ Emp. ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$ 7.10 /HR</u>	
	Department		
	Position		

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

Comments: Part-time / Summer Help

Authorized by: \_\_\_\_\_ Date: 5/12/03

Approved by: Michael Sullivan

FILED  
 ROBIN ROEDERBERG  
 COUNTY CLERK  
 MAY 15 AM 11:11  
 UPSHUR COUNTY, TX

NO. 64 NO. 359

## UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/17/03 Dept 562/Co. Sheriff  
 Employee Narry Jertson  
 Social Security No \_\_\_\_\_ Emp ID# 388

X	CHANGES(S)	FROM	TO
	Grade Step	18,10	17,10
	Rate	\$ 1274.63 S/M	\$ 1236.00 S/M
	Department		
	Position	Sgt.	Corp.

### REASON(S) FOR THE CHANGE(S)

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

Comments: \_\_\_\_\_

BY \_\_\_\_\_  
 DEPUTY  
 UP SHUR COUNTY, TX.  
 03 MAY 5 AM 11:12  
 ROBIN J. TENBERG  
 CLERK

Authorized by: [Signature] Date: 5/15/03  
 Approved by: \_\_\_\_\_

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/17/03 Dept. 560/C. Sheriff  
 Employee J. Scott More  
 Social Security No. \_\_\_\_\_ Emp. ID# 1118

X	CHANGES(S)	FROM	TO
	Grade Step	<u>19, 10</u>	<u>18, 10</u>
	Rate	<u>\$1326.13 S/m</u>	<u>\$1274.63 S/m</u>
	Department		
	Position	<u>Investigator</u>	<u>Sgt.</u>

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	Re-hired	03 MAR 15 AM 11:12 FILED ROBIN RODENBERG CLERK
<input type="checkbox"/>	Introductory Period Ended	Merit Increase	
<input type="checkbox"/>	Promotion	Transfer	
<input type="checkbox"/>	Longevity Increase	Demotion	
<input type="checkbox"/>	Re-evaluation of Job	Retirement	
<input type="checkbox"/>	Layoff	Discharged	
<input type="checkbox"/>	Leave-of-Absence	Other	

Comments:

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Authorized by: [Signature] Date: 5-15-03  
 Approved by: \_\_\_\_\_

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/17/03 Dept. 560/Co. Sheriff  
 Employee Roxanne Warren  
 Social Security No. \_\_\_\_\_ Emp. ID# 965

X	CHANGES(S)	FROM	TO
	Grade Step	<u>16,9</u>	<u>19,10</u>
	Rate	<u>\$1184.50 s/m</u>	<u>\$1326.13 s/m</u>
	Department		
	Position	<u>Dep. I</u>	<u>Investigator</u>

REASON(S) FOR THE CHANGE(S)

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

03 MAY 15 AM 11:12  
 ROXANNE WARREN  
 COUNTY SHERIFF  
 TX.

Comments:

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

Authorized by: [Signature]

Date: 5-15-03

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
12798-PCA	05/12/03	05/15/03	DRENNAN, GARY L	1,174.95	N	
12799-PCA	05/12/03	05/15/03	FERGUSON, JOE E	1,176.00	N	
12800-PCA	05/12/03	05/15/03	JACKSON, RICK D	1,179.36	N	
12801-PCA	05/12/03	05/15/03	ORMS, JOE W	138.54	N	
12802-PCA	05/12/03	05/15/03	CHILDRESS, JANIS L	583.29	N	
12803-PCA	05/12/03	05/15/03	ESCANLAR, DORISIE L	554.69	N	
12804-PCA	05/12/03	05/15/03	MCBRIDE, JUDITH A	595.63	N	
12805-PCA	05/12/03	05/15/03	MORRIS, ADDIE RENE	317.92	N	
12806-PCA	05/12/03	05/15/03	LOYD, DANNY MICHAEL	790.56	N	
12807-PCA	05/12/03	05/15/03	BRIAN, ROBERT L	67.51	N	
12808-PCA	05/12/03	05/15/03	CULBERSON, KRISTIN E	963.45	N	
12809-PCA	05/12/03	05/15/03	BLASINGAME, ALICE P	159.27	N	
12810-PCA	05/12/03	05/15/03	DRENNAN, DEANNA R	1,413.16	N	
12811-PCA	05/12/03	05/15/03	BULLOCK, CAROLYN SUE	1,171.03	N	
12812-PCA	05/12/03	05/15/03	CHEVALIER, MELISSA K	684.75	N	
12813-PCA	05/12/03	05/15/03	HENSON, TEENA	782.71	N	
12814-PCA	05/12/03	05/15/03	RICHARDSON, MARGARET A	587.15	N	
12815-PCA	05/12/03	05/15/03	MONEY, LISA R	667.76	N	
12816-PCA	05/12/03	05/15/03	GRIFFITH, MICHELE D	619.85	N	
12817-PCA	05/12/03	05/15/03	JEWKEB, BHERYL L	675.13	N	
12818-PCA	05/12/03	05/15/03	RAY, WILLIAM VALTON	755.98	N	
12819-PCA	05/12/03	05/15/03	RUSSELL, JAMES D	73.88	N	
12820-PCA	05/12/03	05/15/03	MC CRAVEN, TRACI LYN	861.99	N	
12821-PCA	05/12/03	05/15/03	LONG, PAMELA GAY	1,188.35	N	
12822-PCA	05/12/03	05/15/03	EVANS, MINA LEE	244.42	N	
12823-PCA	05/12/03	05/15/03	RICHARDSON, LINDA L	534.11	N	
12824-PCA	05/12/03	05/15/03	CURTIS, BRIDGETT L	646.64	N	
12825-PCA	05/12/03	05/15/03	HARRIS, JOANNA S	579.68	N	
12826-PCA	05/12/03	05/15/03	HOWELL, LUANA GAIL	694.39	N	
12827-PCA	05/12/03	05/15/03	JENKINS, LATICIA ANN	460.18	N	
12828-PCA	05/12/03	05/15/03	LAMINACK, SHERRON H	831.53	N	
12829-PCA	05/12/03	05/15/03	LEONARD, FONDA K	653.32	N	
12830-PCA	05/12/03	05/15/03	MCKINLEY, CHARLOTTE ELAINE	611.82	N	
12831-PCA	05/12/03	05/15/03	NEELEY, LISA D	676.40	N	
12832-PCA	05/12/03	05/15/03	SUSTAIRE, AMY W	558.74	N	
12833-PCA	05/12/03	05/15/03	OFFIELD, STELLA SYNA	701.65	N	
12834-PCA	05/12/03	05/15/03	COOK, JOHN RUBIN	775.23	N	
12835-PCA	05/12/03	05/15/03	DANIELS, CHARLES D	907.94	N	
12836-PCA	05/12/03	05/15/03	HENSON, PHILLIP D	638.38	N	
12837-PCA	05/12/03	05/15/03	HEARS, CHARLES R	691.69	N	
12838-PCA	05/12/03	05/15/03	BULLOCK, JOEL K	401.74	N	
12839-PCA	05/12/03	05/15/03	BETTERTON, ANTHONY S	1,205.92	N	
12840-PCA	05/12/03	05/15/03	DAUSTER, PHILLIP MARK	644.46	N	
12841-PCA	05/12/03	05/15/03	DAVIS, SCOTT WAYDE II	885.79	N	
12842-PCA	05/12/03	05/15/03	DEQUIR, JAMES A	923.32	N	
12843-PCA	05/12/03	05/15/03	DOWNS, GABRIEL R	853.85	N	
12844-PCA	05/12/03	05/15/03	FORTSON, LARRY WAYNE	893.90	N	

FILED  
ROBIN ROSENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX  
DEPUTY

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
12843-PCA	05/12/03	05/15/03	GROSS, DON LARRY	837 63	N	
12844-PCA	05/12/03	05/15/03	HILL, PHILLIP M	839 09	N	
12847-PCA	05/12/03	05/15/03	KUHN, JERRY LYNN	902 09	N	
12848-PCA	05/12/03	05/15/03	MATTHEWS, GENEVA NELL	821 22	N	
12849-PCA	05/12/03	05/15/03	MOORE, JEFFERY SCOTT	977 14	N	
12850-PCA	05/12/03	05/15/03	MURPHY, NADRA H	875 94	N	
12851-PCA	05/12/03	05/15/03	ROBERTS, GARY DALE	970 39	N	
12852-PCA	05/12/03	05/15/03	SALOIS, GEORGE CARL	932 78	N	
12853-PCA	05/12/03	05/15/03	SANDERS, BOBBY NEAL	956 84	N	
12854-PCA	05/12/03	05/15/03	STELMAN, PAUL A.	512 51	N	
12855-PCA	05/12/03	05/15/03	THOMPSON, NANCY K	674 53	N	
12856-PCA	05/12/03	05/15/03	BARBER, BILLIE DARLENE	780 38	N	
12857-PCA	05/12/03	05/15/03	BASKERVILLE, MELANIE	747 28	N	
12858-PCA	05/12/03	05/15/03	BEAN, ELIZABETH M	792 09	N	
12859-PCA	05/12/03	05/15/03	BRASHER, WILLIAM A	738 49	N	
12860-PCA	05/12/03	05/15/03	CASEY, DENNIS W	741 77	N	
12861-PCA	05/12/03	05/15/03	CHOYCE, LAWANA J	822 90	N	
12862-PCA	05/12/03	05/15/03	DAVIDSON, JUSTIN SCOTT	776 69	N	
12863-PCA	05/12/03	05/15/03	HARDY, MONICA	827 76	N	
12864-PCA	05/12/03	05/15/03	HAWKINS, JEREMY K	776 45	N	
12865-PCA	05/12/03	05/15/03	HELPENSTILL, RAY B	721 37	N	
12866-PCA	05/12/03	05/15/03	HUGHES, KAREN S.	575 19	N	
12867-PCA	05/12/03	05/15/03	JEFFERY, KATHY J	823 37	N	
12868-PCA	05/12/03	05/15/03	JOHNSON, JOHNNY J	783 85	N	
12869-PCA	05/12/03	05/15/03	MARTIN, JOSHUA P	789 94	N	
12870-PCA	05/12/03	05/15/03	MCCAULEY, JILL A.	316 66	N	
12871-PCA	05/12/03	05/15/03	NIELL, SHERRY L	840 70	N	
12872-PCA	05/12/03	05/15/03	NOLLEY, KENNETH R JR	767 13	N	
12873-PCA	05/12/03	05/15/03	STRACENER, CALEB L	738 45	N	
12874-PCA	05/12/03	05/15/03	TAYLOR, ANTHONY M	806 63	N	
12875-PCA	05/12/03	05/15/03	TEFFTeller, ALLEN K.	786 55	N	
12876-PCA	05/12/03	05/15/03	TULLAR, LESLIE R JR	774 15	N	
12877-PCA	05/12/03	05/15/03	WADE, ALAN M	841 81	N	
12878-PCA	05/12/03	05/15/03	WALKER, DIANE	632 02	N	
12879-PCA	05/12/03	05/15/03	WARREN, DENNIS C	765 71	N	
12880-PCA	05/12/03	05/15/03	BERRY, DEBORAH DENISE	619 90	N	
12881-PCA	05/12/03	05/15/03	BRIAN, KRISTIE D.	909 47	N	
12882-PCA	05/12/03	05/15/03	KELLER, LINDA H	1,277 51	N	
12883-PCA	05/12/03	05/15/03	MANNING, JAMES ROGER	586 61	N	
12884-PCA	05/12/03	05/15/03	MCJIMSEY, BRUCE F	989 13	N	
12885-PCA	05/12/03	05/15/03	RAY, JIMMY DARRELL	1,530 07	N	
12886-PCA	05/12/03	05/15/03	WARREN, SHERRY L	653 73	N	
12887-PCA	05/12/03	05/15/03	HILL, JESSICA L	192 08	N	
12888-PCA	05/12/03	05/15/03	EDGE, PAMELA S	695 99	N	
12889-PCA	05/12/03	05/15/03	ALBRIGHT, GAYLE DAVID	562 87	N	
12890-PCA	05/12/03	05/15/03	BARNES, MICHAEL H.	664 41	N	
12891-PCA	05/12/03	05/15/03	BECK, EARNEST EARL	476 56	N	

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CHECK.	DATE PRINTED	PAYROLL DATE	Issued to.	NET PAY	DD	STATUS
12892-PCA	05/12/03	05/15/03	BOLIN, SANFORD E	858.14	N	
12893-PCA	05/12/03	05/15/03	BYERS, MICHAEL K	718.22	N	
12894-PCA	05/12/03	05/15/03	CROCKETT, HARRY JAMES	538.96	N	
12895-PCA	05/12/03	05/15/03	DAVIS, DREW	68.88	N	
12896-PCA	05/12/03	05/15/03	DAVIS, GARY W	752.08	N	
12897-PCA	05/12/03	05/15/03	FORT, TROY L	695.75	N	
12898-PCA	05/12/03	05/15/03	GLENN, BILLY E.	645.38	N	
12899-PCA	05/12/03	05/15/03	GLENN, VERNITA ANN	672.16	N	
12900-PCA	05/12/03	05/15/03	JEFFERY, DONALD RAY	680.10	N	
12901-PCA	05/12/03	05/15/03	MARTIN, LISA A	630.72	N	
12902-PCA	05/12/03	05/15/03	MCCAULEY, JAMES L	635.25	N	
12903-PCA	05/12/03	05/15/03	NELSON, WILLIAM B	692.96	N	
12904-PCA	05/12/03	05/15/03	PENDARVIS, ABBOTT LYNN	886.26	N	
12905-PCA	05/12/03	05/15/03	PIERCE, JAMES W	714.02	N	
12906-PCA	05/12/03	05/15/03	SMITH, EDDIE J	729.44	N	
12907-PCA	05/12/03	05/15/03	STOKER, JAMES LOUIS	937.28	N	
12908-PCA	05/12/03	05/15/03	THOMPSON, DANNY R	732.79	N	
12909-PCA	05/12/03	05/15/03	VALENTINE, MERLE WAYNE	691.84	N	
12910-PCA	05/12/03	05/15/03	WALTON, LLOYD H.	693.59	N	
12911-PCA	05/12/03	05/15/03	WRIGHT, JERRY D	608.00	N	
12912-PCA	05/12/03	05/15/03	YOUNG, JOEY A	499.28	N	
12913-PCA	05/12/03	05/15/03	SMITH, EMMA JEAN	651.54	N	
12914-PCA	05/12/03	05/15/03	WEATHERBY, STEVEN A	119.20	N	
12915-PCA	05/12/03	05/15/03	WILLIAMS, JANET C	733.96	N	
12916-PCA	05/12/03	05/15/03	WILLIAMS, MATTHEW J	146.75	N	
12917-PCA	05/12/03	05/15/03	CAMPBELL, MARY ROSE	685.20	N	
129161000-PCA	05/12/03	05/15/03	FOWLER, JERALD DEAN	1,777.55	Y	CLEAR
129161001-PCA	05/12/03	05/15/03	WHITESIDE, RUTH TYSON	658.23	Y	CLEAR
129161002-PCA	05/12/03	05/15/03	CAIN, DERONDA KAYE	763.68	Y	CLEAR
129161003-PCA	05/12/03	05/15/03	COX, GLENDA H	559.07	Y	CLEAR
129161004-PCA	05/12/03	05/15/03	RODENBERG, ROBIN D	1,077.14	Y	CLEAR
129161005-PCA	05/12/03	05/15/03	SEANORN, LDRY D	439.80	Y	CLEAR
129161006-PCA	05/12/03	05/15/03	WRITE, YANYA H	280.52	Y	CLEAR
129161007-PCA	05/12/03	05/15/03	FOSTER, CATHERINE	356.27	Y	CLEAR
129161008-PCA	05/12/03	05/15/03	STEELMAN, KARMEN CITA	733.51	Y	CLEAR
129161009-PCA	05/12/03	05/15/03	ENGLISH, LOUIE H	613.62	Y	CLEAR
129161010-PCA	05/12/03	05/15/03	HENRY, KRISTI L	979.87	Y	CLEAR

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
PCA 129161011-	05/12/03	05/15/03	MARSHALL, LORING F	562.29	Y	CLEAR
PCA 129161012-	05/12/03	05/15/03	SMITH, SUSAN K.	594.68	Y	CLEAR
PCA 129161013-	05/12/03	05/15/03	GRIMES, ARNOLD	713.32	Y	CLEAR
PCA 129161014-	05/12/03	05/15/03	HANES, ANNA WYONE	575.14	Y	CLEAR
PCA 129161015-	05/12/03	05/15/03	PEEL, KIMBERLY A	646.66	Y	CLEAR
PCA 129161016-	05/12/03	05/15/03	POTTER, LYLE M. JR.	859.77	Y	CLEAR
PCA 129161017-	05/12/03	05/15/03	HAMMOND, LORA L.	653.14	Y	CLEAR
PCA 129161018-	05/12/03	05/15/03	PERRY, CAROLYN JO	766.71	Y	CLEAR
PCA 129161019-	05/12/03	05/15/03	BRUNSON, MARY DELL	883.34	Y	CLEAR
PCA 129161020-	05/12/03	05/15/03	CARIKER, TIMOTHY J	1,437.64	Y	CLEAR
PCA 129161021-	05/12/03	05/15/03	COLQUITT, FELICIA M	1,255.20	Y	CLEAR
PCA 129161022-	05/12/03	05/15/03	HARRIS, NANCY J	573.85	Y	CLEAR
PCA 129161023-	05/12/03	05/15/03	JETER, DONALD R	725.03	Y	CLEAR
PCA 129161024-	05/12/03	05/15/03	JONES, EVELYN D.	855.73	Y	CLEAR
PCA 129161025-	05/12/03	05/15/03	MOORE, BARBARA L	802.96	Y	CLEAR
PCA 129161026-	05/12/03	05/15/03	HUTCHINS, WANDA L	749.89	Y	CLEAR
PCA 129161027-	05/12/03	05/15/03	EAST, KAREN A	598.02	Y	CLEAR
PCA 129161028-	05/12/03	05/15/03	HARRIS, MYRA N.	1,043.78	Y	CLEAR
PCA 129161029-	05/12/03	05/15/03	TUEL, LINDA LOUISE	719.19	Y	CLEAR
PCA 129161030-	05/12/03	05/15/03	GENTRY, PAULA A	687.42	Y	CLEAR
PCA 129161031-	05/12/03	05/15/03	GIBSON, CARLA R	498.50	Y	CLEAR
PCA 129161032-	05/12/03	05/15/03	HILL, BARBARA A.	628.02	Y	CLEAR
PCA 129161033-	05/12/03	05/15/03	SMITH, MICHAEL LOYD	1,139.58	Y	CLEAR

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
129161034- PCA	05/12/03	05/15/03	STILL, DORIS E	500 80	Y	CLEAR
129161035- PCA	05/12/03	05/15/03	RODGERS, WILLIAM A	627 09	Y	CLEAR
129161036- PCA	05/12/03	05/15/03	CORLEY, ROLAN D	661 45	Y	CLEAR
129161037- PCA	05/12/03	05/15/03	KUZA, HENRY MICHAEL II	574. 94	Y	CLEAR
129161038- PCA	05/12/03	05/15/03	ALFORD, JOHN MATTHEW	925 36	Y	CLEAR
129161039- PCA	05/12/03	05/15/03	CROMLEY, ROBERT ALLEN	971. 95	Y	CLEAR
129161040- PCA	05/12/03	05/15/03	DANIELS, BRIAN M	924. 31	Y	CLEAR
129161041- PCA	05/12/03	05/15/03	MASSOLETTI, MARTY	881 65	Y	CLEAR
129161042- PCA	05/12/03	05/15/03	MOORE, JERRY A	886 36	Y	CLEAR
129161043- PCA	05/12/03	05/15/03	STANLEY, TIMOTHY S.	766. 78	Y	CLEAR
129161044- PCA	05/12/03	05/15/03	TILLERY, HIRAM D	1,067 65	Y	CLEAR
129161045- PCA	05/12/03	05/15/03	WARREN, ROXANNE	860 41	Y	CLEAR
129161046- PCA	05/12/03	05/15/03	WILLEFORD, DONALD L.	827 29	Y	CLEAR
129161047- PCA	05/12/03	05/15/03	YOUNG, LELAND WAYNE	902 80	Y	CLEAR
129161048- PCA	05/12/03	05/15/03	BLEDSON, TRACI K	728. 43	Y	CLEAR
129161049- PCA	05/12/03	05/15/03	CABRERA, ALBERTO	787. 47	Y	CLEAR
129161050- PCA	05/12/03	05/15/03	DANIELS, JOE NATHAN	653 67	Y	CLEAR
129161051- PCA	05/12/03	05/15/03	GRISWOLD, JAMES E	887 97	Y	CLEAR
129161052- PCA	05/12/03	05/15/03	HANCOCK, SHERREE L.	822. 65	Y	CLEAR
129161053- PCA	05/12/03	05/15/03	HASON, JERRE KAY	723 20	Y	CLEAR
129161054- PCA	05/12/03	05/15/03	MONTGOMERY, HERMAN C JR	801 05	Y	CLEAR
129161055- PCA	05/12/03	05/15/03	MONTS, DEBRA J	687 43	Y	CLEAR
129161056- PCA	05/12/03	05/15/03	OLLER, TRACY E	840 52	Y	CLEAR
129161057- PCA	05/12/03	05/15/03	PYLE, RUTHIE L	803 59	Y	CLEAR

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
PCA 129161058-	05/12/03	05/15/03	ROBINSON, DONNA G.	991.76	Y	CLEAR
PCA 129161059-	05/12/03	05/15/03	SHANNON, STEPHANIE	752.64	Y	CLEAR
PCA 129161060-	05/12/03	05/15/03	YOUNGBLOOD, JOHN MICHAEL	765.71	Y	CLEAR
PCA 129161061-	05/12/03	05/15/03	BROWN, CHRISTOPHER E.	1,124.45	Y	CLEAR
PCA 129161062-	05/12/03	05/15/03	GRANT, GLENDA ANN	757.43	Y	CLEAR
PCA 129161063-	05/12/03	05/15/03	HANCOCK, KATHRYN B	936.39	Y	CLEAR
PCA 129161064-	05/12/03	05/15/03	HODGES, RANDAL R.	819.93	Y	CLEAR
PCA 129161065-	05/12/03	05/15/03	HUGGINS, ROYCE L III	1,309.13	Y	CLEAR
PCA 129161066-	05/12/03	05/15/03	LOFTICE, MIKKI MICHELLE	879.55	Y	CLEAR
PCA 129161067-	05/12/03	05/15/03	SMITH, BONNIE LORRAINE	418.69	Y	CLEAR
PCA 129161068-	05/12/03	05/15/03	SMITH, TRACY B	866.01	Y	CLEAR
PCA 129161069-	05/12/03	05/15/03	SPIVEY, JOHN K	116.67	Y	CLEAR
PCA 129161070-	05/12/03	05/15/03	ALLEN, RALPH WAYNE	842.94	Y	CLEAR
PCA 129161071-	05/12/03	05/15/03	EDWARDS, SANDRA D	878.91	Y	CLEAR
PCA 129161072-	05/12/03	05/15/03	HERNDON, LORIE A.	825.28	Y	CLEAR
PCA 129161073-	05/12/03	05/15/03	SMITH, MELINDA L	861.62	Y	CLEAR
PCA 129161074-	05/12/03	05/15/03	WYLIE, MILTON J	1,362.10	Y	CLEAR
PCA 129161075-	05/12/03	05/15/03	BLACKSTONE, WILLY PAT	793.77	Y	CLEAR
PCA 129161076-	05/12/03	05/15/03	BREWSTER, MICKEY C	744.36	Y	CLEAR
PCA 129161077-	05/12/03	05/15/03	GLENN, GEORGE R	474.70	Y	CLEAR
PCA 129161078-	05/12/03	05/15/03	HOYE, EARNEST Y	611.24	Y	CLEAR
PCA 129161079-	05/12/03	05/15/03	RITTER, DON L.	742.62	Y	CLEAR
PCA 129161080-	05/12/03	05/15/03	WILSON, MICHAEL F	1,884.29	Y	CLEAR

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
129161081- PCA	05/12/03	05/15/03	JOHNSON, GERALD DON	924.55	Y	CLEAR
129161082- PCA	05/12/03	05/15/03	DAVIDSON, TINA J	484.27	Y	CLEAR
129161083- PCA	05/12/03	05/15/03	GILES, PEGGY J	587.51	Y	CLEAR
129161084- PCA	05/12/03	05/15/03	MORRISON, JOYCE FRANCES	986.01	Y	CLEAR

154,137.53

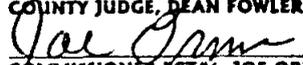
154,137.53

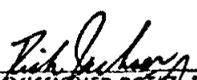
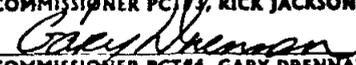
205 records listed.

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CHECK #...	CHECK DATE	VENDOR NAME	AMOUNT.....
121452-APC	05/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	4,164.13
121453-APC	05/15/03	NATIONWIDE RETIREMENT	249.71
121454-APC	05/15/03	FIRST NATIONAL BANK GILMER	32,339.54
121455-APC	05/15/03	FIRST NATIONAL BANK GILMER	17,535.97
121456-APC	05/15/03	HEALTHFIRST TPA	860.41
121457-APC	05/15/03	UPSHUR COUNTY IRC/125	279.47
121458-APC	05/15/03	UPSHUR COUNTY IRC/125	135.95
121459-APC	05/15/03	UPSHUR COUNTY IRC/125	158.44
121460-APC	05/15/03	UPSHUR COUNTY IRC/125	149.16
121461-APC	05/15/03	UPSHUR COUNTY IRC/125	285.51
121462-APC	05/15/03	UPSHUR COUNTY IRC/125	4,878.38
121463-APC	05/15/03	ATTORNEY GENERAL OF TEXAS	424.00
121464-APC	05/15/03	EAST TEXAS PROFESSIONAL	2,038.50
121465-APC	05/15/03	FIRST NATIONAL BANK	2,010.00
121466-APC	05/15/03	GILMER NATIONAL BANK	682.50
121467-APC	05/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	891.08
121468-APC	05/15/03	OFFICE OF THE ATTORNEY GENERAL	125.00
121469-APC	05/15/03	TXCSDU	243.57
121470-APC	05/15/03	TXCSDU	162.50
121471-APC	05/15/03	TXCSDU	309.94
121472-APC	05/15/03	TXCSDU	88.00
121473-APC	05/15/03	GREGG COUNTY DISTRICT CLERK	300.00
121474-APC	05/15/03	SHARON KEMP #0339659371	105.00
121475-APC	05/15/03	MICHAEL GROSS	100.00
121476-APC	05/15/03	VALIC	257.50
Total For All Payments -			58,774.26

  
COUNTY JUDGE, DEAN FOWLER  
  
COMMISSIONER PCT#1, JOE ORMS  
  
COMMISSIONER PCT#2, JOE E. FERGUSON

  
COMMISSIONER PCT#3, RICK JACKSON  
  
COMMISSIONER PCT#4, GARY DRENNAN

## TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer  
Apr 1 thru Apr 30, 2003

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 7,777,276.77	\$ 644,565.23	\$ 690,343.21		\$ 309,440.84	\$ 7,422,057.95	\$ 1,883,931.53	\$ 1,663,833.15	\$ 130,990.89	\$ 7,291,067.06	\$ 7,422,057.95
Insurance Acct	\$ 192,578.33	\$ 47,298.01	\$ 140,787.14			\$ 99,089.20			\$ 99,089.20		\$ 99,089.20
IRC125 Acct	\$ -	\$ 11,810.35	\$ 11,810.35			\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00
Ins. Clearing	\$ 22,204.80	\$ 310,268.96	\$ 293,759.12			\$ 38,714.64	\$ -	\$ -	\$ 38,714.64	\$ -	\$ 38,714.64
Payroll Clearing	\$ 0.00	\$ -	\$ 309,440.84	\$ 309,440.84		\$ 0.00			\$ 0.00		\$ 0.00
Disaster Grant	\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00			\$ 0.00		\$ 0.00
<b>Totals</b>	<b>\$ 7,992,059.90</b>	<b>\$ 1,013,942.55</b>	<b>\$ 1,446,140.66</b>	<b>\$ 309,440.84</b>	<b>\$ 309,440.84</b>	<b>\$ 7,559,861.79</b>	<b>\$ 1,883,931.53</b>	<b>\$ 1,663,833.15</b>	<b>\$ 268,794.73</b>	<b>\$ 7,291,067.06</b>	<b>\$ 7,559,861.79</b>

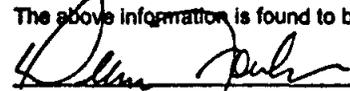
### INDEBTEDNESS

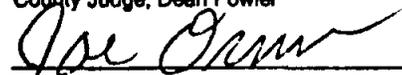
1997 Certificate of Obligations	\$ 2,940,000.00
Bank Property (Reissued @4.5147%) GNB	\$ 67,923.09
Road & Bridge #3/Motor Grader	\$ -
Road & Bridge #1/Reclaimer (Shared debt w/Pct#3)	\$ 130,257.50
Road & Bridge #3/Reclaimer (Shared debt w/Pct#1)	\$ 130,257.50
<b>TOTAL INDEBTEDNESS</b>	<b>\$ 3,268,438.09</b>

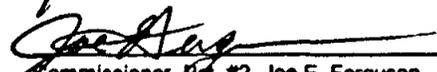
Indebtedness for Road & Bridge remains separated by Precincts for tracking purposes only

(Investment Register on back)

The above information is found to be true and correct.

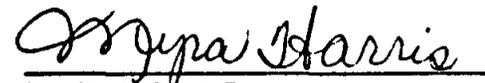
  
County Judge, Dean Fowler

  
Commissioner, Pct. #1, Joey Orms

  
Commissioner, Pct. #2, Joe E. Ferguson

  
Commissioner, Pct. #3, Rick Jackson

  
Commissioner, Pct. #4, Gary Drennan

  
Myra Harris, County Treasurer

Submitted under the provision of the Local Government Code Section 114.021

DEPUTY BY

UPSHUR COUNTY, TX.

03 MAY 15 AM 11:12

FILED  
ROBIN RODENBERG  
COUNTY CLERK

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VOL 64 PG 371

UPSHUR COUNTY INVESTMENT ACTIVITY FOR APRIL, 2003

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
35075	Tobacco	\$719,151.85	7-Oct-02	4 50	7-Oct-03	12 months	\$2,748.54
35215	Operating	\$500,000.00	31-Oct-02	4 25	29-Apr-03	180	\$3,434.93
35106	Operating	\$400,000.00	22-Nov-02	4 25	29-May-03	188	\$1,443.84
35107	Operating	\$250,000.00	22-Nov-02	4.15	14-Apr-03	143	\$653.77
35108	Available School	\$30,684.93	22-Nov-02	4 25	15-Oct-03	327	\$110.76
35258	Operating	\$200,000.00	10-Dec-02	4 25	27-Jun-03	199	\$721.92
35282	Operating	\$250,000.00	27-Dec-02	4 25	30-Jun-03	185	\$902.40
35138	Operating	\$200,000.00	10-Jan-03	4 25	15-Jul-03	186	\$721.92
35139	Operating	\$300,000.00	10-Jan-03	4 25	31-Jul-03	202	\$1,082.88
35297	Operating	\$350,000.00	27-Jan-03	4 15	15-May-03	108	\$1,233.63
35298	Operating	\$450,000.00	27-Jan-03	4 25	29-Aug-03	214	\$1,624.32
35164	Operating	\$350,000.00	30-Jan-03	4 15	16-Jun-03	137	\$1,233.63
35165	Operating	\$400,000.00	30-Jan-03	4 25	15-Aug-03	197	\$1,443.84
35166	Operating	\$500,000.00	30-Jan-03	4 25	30-Sep-03	243	\$1,804.79
35302	Operating	\$500,000.00	31-Jan-03	4 25	15-Sep-03	227	\$1,804.79
35314	Operating	\$300,000.00	19-Feb-03	4 15	30-May-03	100	\$1,057.40
35323	Operating	\$200,000.00	28-Feb-03	4 15	30-May-03	91	\$704.93
35324	Insurance	\$100,000.00	28-Feb-03	4.15	30-May-03	91	\$352.47
35349	Operating	\$275,000.00	31-Mar-03	4 00	30-May-03	60	\$0.00
35402	Operating	\$200,000.00	12-Mar-03	4 00	30-May-03	79	\$679.45
35442	Operating	\$400,000.00	23-Apr-03	3 75	30-May-03	37	\$0.00
TOTALS		\$8,008,768.31					\$28,094.00

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 May 2003

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 04/30/03 thru 05/14/03

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121257-APCA	04/30/03	UPSHUR COUNTY INSURANCE ACCO	\$4,164 13	\$4,164 13	CSCD-INS CLAIMS, EMP INS COSTS
121258-APCA	04/30/03	NATIONWIDE RETIREMENT	\$249 71	\$249 71	ENTITY#52039 PAYROLL DEDUCTIONS
121259-APCA	04/30/03	FIRST NATIONAL BANK GILMER	\$32,332 34	\$32,332 34	FICA/MEDICARE PAYROLL DEDUCTIONS
121260-APCA	04/30/03	FIRST NATIONAL BANK GILMER	\$17,394 79	\$17,394 79	WITHHOLDING PAYROLL DEDUCTIONS
121261-APCA	04/30/03	HEALTHFIRST TPA	\$860 41	\$860 41	125/HEALTHCARE REIMBURSEMENT
121262-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$279 47	\$279 47	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION.
121263-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$135 95	\$135 95	125/AFLAC PAYROLL DEDUCTION
121264-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$158 44	\$158 44	125/AMERICAN HERITAGE PAYROLL DEDUCTION
121265-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$149 16	\$149 16	125/TRANSPORT LIFE PAYROLL DEDUCTION
121266-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$285 51	\$285 51	125/CENTRAL UNITED PAYROLL DEDUCTION
121267-APCA	04/30/03	UPSHUR COUNTY IRC/125	\$4,878 38	\$4,878 38	125 DEPENDENT INS PREMIUMS/PAYROLL
121268-APCA	04/30/03	ATTORNEY GENERAL OF TEXAS	\$424 00	\$424 00	MULTIPLE PAYORS
121269-APCA	04/30/03	EAST TEXAS PROFESSIONAL	\$2,038 50	\$2,038 50	ETPCU/PAYROLL SAVINGS PLAN
121270-APCA	04/30/03	FIRST NATIONAL BANK	\$2,010 00	\$2,010 00	FNB/PAYROLL SAVINGS PLAN
121271-APCA	04/30/03	GILMER NATIONAL BANK	\$682 50	\$682 50	GNB/PAYROLL SAVINGS PLAN
121272-APCA	04/30/03	POLICE AND FIREMEN'S INS ASS	\$616 75	\$616 75	#0004212440-2 UP CO SHERIFF DEPT
121273-APCA	04/30/03	UPSHUR COUNTY INSURANCE ACCO	\$980 46	\$980 46	DEPENDENT INS PREMIUMS/PAYROLL
121274-APCA	04/30/03	OFFICE OF THE ATTORNEY GENER	\$125 00	\$125 00	JOEY YOUNG
121275-APCA	04/30/03	TXCSDU	\$243 57	\$243 57	N005932975
121276-APCA	04/30/03	TXCSDU	\$162 50	\$162 50	N005932884
121277-APCA	04/30/03	TXCSDU	\$309 94	\$309 94	N005932936
121278-APCA	04/30/03	TXCSDU	\$88 00	\$88 00	N005932949
121279-APCA	04/30/03	GREGG COUNTY DISTRICT CLERK	\$300 00	\$300 00	#96-291-DR.431-96-7891
121280-APCA	04/30/03	SHARON KEMP #0539655371	\$105 00	\$105 00	EARL BECK
121281-APCA	04/30/03	TEXAS COUNTY & DISTRICT RETI	\$70,945 21	\$70,945 21	UNIT#329 MONTHLY REPORT
121282-APCA	04/30/03	MICHAEL CROSS	\$100 00	\$100 00	CASE#01-62328 KAREN HUGHES

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

THE SOFTWARE GROUP, INC

Disbursements Made from 04/30/03 thru 05/14/03

Vol. 64 Pg 373

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121283-APCA	04/30/03	VALTC	\$257 50	\$257 50	PAYROLL DEDUCTIONS
121285-APCA	04/30/03	ACCU CHEM LABORATORIES	\$198 00	\$198 00	CCP-#0985/INV#517586.7,768,973
121286-APCA	04/30/03	ACS	\$9,143 31	\$9,143 31	CO CLK-#171816/ARCH PRINTS; INDEXING; IMAGING; F REIGHT
121287-APCA	04/30/03	ADT SECURITY SERVICEES	\$61 98	\$30 99 \$30 99	JP#3-#01200154303848/-3/01-3/31/03 CO BLDGS-#01200154304622/COURT HOUSE SECURITY
121288-APCA	04/30/03	AFLAC	\$298 30	\$298 30	GROUP#55217 APRIL '03 DEDUCTIONS
121289-APCA	04/30/03	ALLTEL	\$371 68	\$3 42 \$354 02 \$5 03 \$0 76 \$8 45	CO JAIL-#03-843-3204/#0101308047/MAR 21 '03 BILLING TELE COMM-#010089280123/APRIL 22/03 BILLING JP#1-734-6269/#010167346 APRIL 22 '03 BILLING JP#1-#010548693/734-5646 4/22/03 JP#3-#010445713,844-8254 4/22/03
121290-APCA	04/30/03	ALLTEL	\$704 38	\$34 75 \$60 83 \$159 96 \$10 06 \$67 63 \$190 45 \$145 38 \$35 32	JUV PROB-793-7669/#GM00626/APRIL 9 '03 BILLING R&B-#GM05364/APRIL 09/03/ BILLING D A-#GM02648/APRIL 09/03 BILLING JP#3-#GM2652L/APRIL 09/03 BILLING JP#4-#GM00999/APRIL 09/03 BILLING R&B-790-0759/#GM263HT/APR 10-MAY 9 '03 SERVICE SUP&CCP-750-1198/#GM00318/APR 9 '03 BILLING BLD MAINT-#LT0822V/#720-1893 4/22/03
121291-APCA	04/30/03	AMERICAN ELECTRIC POWER	\$83 98	\$83 98	JP#3-#96404792002/ 3/13-4/15/03
121292-APCA	04/30/03	AMERICAN HERITAGE LIFE INSUR	\$317 38	\$317 38	#47939 04/30/03 PAYROLL DEDUCTIONS
121293-APCA	04/30/03	ANDERSON ELECTRIC & RADIOSHA	\$15 17	\$15 17	CO JAIL-#10000525/BATTERIES(3)
121294-APCA	04/30/03	APPLIED CONCEPTS INC.	\$279 44	\$279 44	DPS-PARTS & LABOR
121295-APCA	04/30/03	ARNOLD GRIMES	\$410 00	\$410 00	MAY'03 JP#1 BLDG LEASE
121296-APCA	04/30/03	ARNOLD GRIMES	\$750 30	\$750 30	JP#1-REIMBURSE MILEAGE, MEALS, REGISTRATION
121297-APCA	04/30/03	AT&T	\$45 58	\$21 82 \$23 56	TELECOMM-843-7069/#0552448297001 APR 18 '03 BILLING CO BLDGS-#05733#3724001/APRIL 19/03 BILLING
121298-APCA	04/30/03	BARRY CLARK WALLACE P C	\$1,100 00	\$750 00 \$350 00	CO CT-#137/1-1-0-E M D CT-#13,154/FRANKLIN BEN COBY
121299-APCA	04/30/03	BAXTER SALES CO INC	\$622 03	\$622 03	CO JAIL-#101873/CLEANING SUPPLIES
121300-APCA	04,30/03	BEARING SERVICE&SUPPLYINC.	\$266 94	\$266 94	R&B-SPROCKET, BUSHING, CHAIN ROLLER, LINK, FREIGHT

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 May 2003

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB I25  
Disbursements Made from 04/30/03 thru 05/14/03

PAGE 3

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121301-APCA	04/30/03	BEHAVORTAL INTERVENTION SER	\$110 00	\$110 00	JUV PROB-GROUP THERAPY/HAR 10-31'03
121302-APCA	04/30/03	BOBBY SANDERS	\$130 00	\$130 00	CO 6-REIMBURSE/MEALS, 5days@26 00per day(AUST IN SCHOOL)
121303-APCA	04/30/03	CARD SERVICE CENTER	\$94 00	\$94 00	DA-#4388153460004303/APR 15'03 BILLING/LAW SCHOOL
121304-APCA	04/30/03	CARD SERVICE CENTER	\$601 97	\$9 95 \$23.90 \$69.57 \$295.32 \$22.37 \$69.00 \$58.91 \$32.95 \$20.00	SUP-#4388153460017396/APR 10'03 BILLING SUP-#4388153460017388/APR 10'03 BILLING, MC/ADL SUP-#4388153460017412/APR 10'03 BILLING, ADL SUP-#4388153460017354/APR 10'03 BILLING, POSTAGE, BUS TICKET, GAS SUP-4388153460017321/APR 10'03 BILLING CCP-4388153460010045/APR 2'03 BILLING SUP-#4388153460017313/APR 2'03 BILLING SUP-4388153460017362/APR 2'03 BILLING SUP-#4388153460008345/APR 2'03 BILLING
121305-APCA	04/30/03	CARDLYN BULLOCK	\$297 86	\$297 86	D. CLK-REIMBURSE MEALS, MILEAGE, PARKING
121306-APCA	04/30/03	CENTERPOINT ENERGY	\$481.12	\$108 53 \$125 03 \$126 16 \$99 27 \$22.13	J. CTR-#20812336091/SERV-3/11-4/09/03 CO BLDGS-#21019295091/MAR 17-APR 15'03 SERVICE LIB-#21126354081/MAR 19-APR 11'03 SERVICE BANK ANNEX-#21417012071/SERV-3/21-4/16/03 PORTER, BLDG-#214170180117-3/21-4/16/03
121307-APCA	04/30/03	CENTRAL UNITED LIFE INSURANC	\$690 61	\$690 61	GROUP#4269 04/30/03 PAYROLL DEDUCTIONS
121308-APCA	04/30/03	CHEROKEE COUNTY	\$1,235 00	\$375 00 \$325 00 \$210 00 \$325 00	CO CT-MI#29, 079/GEOFFREY GARRETT/COMMIT TO RUSK CO CT-MI#29, 052/WESLEY SPAIN/COMMIT TO RUSK) CO CT-MI#29, 100/COMMIT TO RUSK CO CT-MI#29, 053/COMMIT TO RUSK
121309-APCA	04/30/03	CITY OF GILMER	\$1,879 79	\$38 50 \$19 00 \$9.50 \$1,454 30 \$147 70 \$210 59	TAX-#1215100000/-3/07-4/06/03 PORTER, BLDG-#12171000007-3/07-4/06/03 CO, BLDGS-#1222900000/-3/07-4/06/03 J. CTR-#0106750000/-3/07-4/06/03 PIT-#31076050007-3/07-4/06/03 CO BLDGS-#1327400000/-3/07-4/07/03
121310-APCA	04/30/03	CITY OF GLADEWATER	\$30 43	\$30 43	JP#3-#110115000/APRIL 14/03 BILLING
121311-APCA	04/30/03	CO. JUDGE&COMMISSIONER ASSOC	\$700 00	\$700 00	COMM CT-2003 ANNUAL DUES
121312-APCA	04/30/03	COMPLETE BUSINESS SYSTEMS	\$125 57	\$125 57	D A-#0011079627001/APR 10'03 COPIER

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121313-APCA	04/30/03	CONSECO HEALTH INSURANCE CO	\$588 25	\$588 25	GRDOP#46512 APRIL '03 DEDUCTIONS
121314-APCA	04/30/03	CONSECO SENIOR HEALTH INSURA	\$23 70	\$23 70	GROUP#M44 APRIL '03 DEDUCTIONS
121315-APCA	04/30/03	COX COMMUNICATIONS	\$4 66	\$4 66	911-#0018608100317402/PAST DUE AMOUNT
121316-APCA	04/30/03	CUSTOM COMMODITIES	\$180 00	\$60 00 \$120 00	R&B-INSPECTION/UNIT 17 R&B-INSPECTION TRK#19, INSPECTION TRL
121317-APCA	04/30/03	D & W PRINTING COMPANY	\$798 55	\$605 00 \$193 55	CO CLK-II,000 COMPUTER RECEIPTS D. JUDGE-LETTERHEADS
121318-APCA	04/30/03	CARBY EQUIPMENT COMPANY	\$148 72	\$148 72	R&B-PENTAL HITCH
121319-APCA	04/30/03	DAVID W BULLER M D	\$1,000 00	\$1,000 00	APRIL '03 CONTRACTED MEDICAL SERVICES
121320-APCA	04/30/03	DEANNA DRENMAN	\$70 00	\$70 00	D A-CAUSE#11,824/TRANSCRIPT
121321-APCA	04/30/03	DEHAVEN EYE CLINIC	\$96 01	\$96 01	INDIC-ALTON L GRANVILLE/MEDICAL
121322-APCA	04/30/03	DONALD PAUL CHAUVIN	\$15 00	\$15 00	NON DEPT-REFUND/VIDEO FEE CAUSE#27,406
121323-APCA	04/30/03	DOUBLE J TRUCKING	\$1,818 00	\$1,008 00 \$810 00	R&B-FEMA/PC1#2(#1 04/08-11/03)28hrs@36 00ea R&B-FEMA/PCT#2(#2 04/14-16/03)22.5hrs@36 00ea
121324-APCA	04/30/03	EAST TEXAS MEDICAL	\$1,834 59	\$700 95 \$86 43 \$1,047 21	CO JAIL-#074955/ROY COMPTON/MAR 26 '03 MEDICAL CO JAIL-#074955/ROY COMPTON/FEB 28 '03 SERVICE CO JAIL-#062554/FRANKLIN B COBE/MAR 21 '03 SERVICE
121325-APCA	04/30/03	EAST TEXAS UROLOGY, PLLC	\$268 32	\$198 32 \$70 00	CO JAIL-#B053258/ROY COMPTON/MAR 12 '03 MEDICAL CO JAIL-#J3228 01000/ROY COMPTON/MAR 31 '03 MEDICAL
121326-APCA	04/30/03	ELWELL'S OIL & LUBE	\$47 90	\$23 95 \$23 95	CO S-UNIT#206/OIL, FILTER, LABOR CO S-UNIT#208/OIL, FILTER, LABOR
121327-APCA	04/30/03	ETEX TELEPHONE COOP INC	\$19 95	\$19 95	911-#9038360807/APR 1-30 03 INTERNET SERVICE
121328-APCA	04/30/03	EXPRESS LUBE DBA	\$12 50	\$12 50	CONST#2-STICKER
121329-APCA	04/30/03	EXXONMOBIL FLEET/OECC	\$66 71	\$66 71	CO S-#3699557195/APRIL 16 03 FUEL BILLING
121330-APCA	04/30/03	FEDEX	\$100 72	\$20 31 \$80 41	D A-#207516917/SHIPMENT FROM DALLAS CO. B-#171613256/TRANSPORT&SPEC HANDLING CHARGES
121331-APCA	04/30/03	PELYCTA COLQUITT	\$307 68	\$307 68	D A-16hrs@19 25per hr/CONSULTATION FEE
121332-APCA	04 30/03	FUTURE WORLD COMPUTERS	\$217 50	\$217 50	COMPUTER-#8434073/COMPUTER WORK

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121333-APCA	04/30/03	GARY ROBERTS	\$130 00	\$130 00	CD S-REIMBURSE/REALS. 5days@26 00per Jay (AUST IN SCHOOL)
121334-APCA	04/30/03	GILMER CABLE TV CO. INC	\$452.80	\$421.00 \$11.80	NON DEPT-#15446/APRIL 24/03 BILLING COMPUTER-#19305/APRIL 24/03 BILLING
121335-APCA	04/30/03	GILMER DISCOUNT TIRE	\$559 60	\$399 75 \$119.90 \$39 95	R&B-TIRES. ALIGNMENT R&B-TIRES CD S-ALIGNMENT/JAIL VAN
121336-APCA	04/30/03	GILMER OFFICE CENTER	\$50 00	\$50 00	DA-VICKI GUNBY/HOT CHECK RESTITUTION
121337-APCA	04/30/03	GILMER OFFICE CENTER	\$552 29	\$10 97 \$44 85 \$31 99 \$23 60 \$32.27 \$37 45 \$76 98 \$59 98 \$6.00 \$5.96 \$39 52 \$83 20 \$19 68 \$31.99 \$47.85	JP#3-CALENDARS(2); FILE FOLDERS CO CLK-GREENBAP; MARKER(2), PEN(2) JP#3-FAX FILM JP#3-LIG PAPER; LABELS; BINDERS(4) CO CLK-FAX FILM; MOISTENER(4); SORT MOIST; POSTIT NOTES CO CLK-ENVELOPES(5) CO CLK-COPY PAPER(2) D CLK-COPY PAPER D. A-COMBINATION PACK D. A-HIGHLIGHTERS JP#4-COPY PAPER, ENVELOPES, RUBBERBANDS, HIGHLIGHTERS D A-FILE POCKETS, BINDERS D A-PEN REFILLS SUP-INVR27495/CARTRIDGE D A-FILES; HOLE PUNCH, PENS, TRAYS
121338-APCA	04/30/03	GLADE LAWN & GARDEN	\$83 00	\$83 00	R&B-CHAIN SAW MAINTENANCE
121339-APCA	04/30/03	GLASS DOCTOR	\$365 30	\$365 30	TAX-FRONT WINDOW
121340-APCA	04/30/03	GOOD SHEPHERD PHYSICIAN SERV	\$19 64	\$19 64	INDIG-CHESTER R GRAHAM/MEDICAL
121341-APCA	04/30/03	GRAY'S WHOLESALE DISTRIBUTOR	\$1,920 00	\$1,920 00	R&B-#21020105/TIRES 10X7.5X14/TIRES
121342-APCA	04/30/03	GREATAMERICA LEASING CORP	\$483 75	\$483 75	NON DEPT-#0:34764000/JET MAILING
121343-APCA	04/30/03	GRIFFITH LAW FIRM P C.	\$1,728.62	\$350.00 \$128 00 \$350 00 \$350 62 \$350 00 \$200.00	D CT-#12,280/KEVIN BUNN CD. CT-#CRO1-947J1&CRO1-930J1/I-I-O-T H D CT-#12,345/LINDSEY DEE JACKSON D CT-#12,280/KEVIN BUNN D CT-#J-11-02/I-I-O-T A H CONSY#1-REFUND/#38410 C DIPPOLD(JAN 27'03 REV#33712)
121344-APCA	04/30/03	GRIFFITH LAW FIRM, PC	\$883 83	\$350 00 \$533 83	D CT-#11,787/LEE ALONSO GUADALUPE D CT-#13,163/SUNIA MARIE MEDLIN

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21345-APCA	04/30/03	H M DODD MOTOR COMPANY	\$3,950 00	\$3,950 00	CO MAYNT-788 FORD/V01FTDF15N1JLA64171(58,000mi)W/TRADE-IN 95 FORD VANV#1FTDA14U352003576
21346-APCA	04/30/03	H&D TIRE & AUTOMOTIVE	\$451 94	\$5 84 \$3 22 \$4 58 \$45 68 \$31 49 \$100 20 \$136 72 \$3 60 \$7 90 \$6 49 \$37 82 \$2 55 \$9 31 \$13 98 \$8 28 \$3 78 \$6 80 \$7 97 \$5 39 \$4 03 \$5 79 \$6 64 \$5 38 \$11 50cr	CO BLDGS-FLASHLIGHT CO BLDGS-1 5" WOOD SHIM(2) J CTR-PISTOL GRIP NOZZLE CO BLDGS-V BELT(4) R&B-HEAVY DUTY PIPE CUTTER R&B-SHOP EQUIPMENT CO BLDGS-TIRES(2) CO BLDGS-POWER BITS(2) CO BLDGS-BULL SNAP/QUICK LINK/CABLE CLAMP CO BLDGS-SPRAY PLASTIC LINK-NI(2) R&B-BRAKE SHOES & PADS R&B-KEYS CO BLDGS-LAMPHOLDER(4); TUBING R&B-KEYS; KEYS, KEY RING; PIPE; BOLTS CO BLDGS-4GUEGEE, WHITE WIRE; HANDY HARDWARE-NI R&B-KEYS R&B-BOLTS R&B-CUTTING WHEELS; ARBOR J CTR-OUTLET SAFETY-SLIDE(6) CO BLDGS-SPRAY BOTTLE; FUNNEL CO BLDGS-HASP, HINGE, PADLOCK J CTR-ALEX PLUS, SILIC CART J CTR-CLEAR SILICONE R&B-RETURNED BRAKE SHOES-CORE
121347-APCA	04/30/03	HENRY WHITLEY P C.	\$450 00	\$450 00	D CT-#12,654/KEITH ANTONIO OETER
121348-APCA	04/30/03	HERBERT L YOUNG	\$119 11	\$56 53 \$36 36 \$26 22	CONST#4/41 GALS GASOLINE CONST#2-27 GALS GASOLINE CONST#2-19 GALS GASOLINE
121349-APCA	04/30/03	HOLT CAT	\$375 80	\$375 80	R&B-FILTERS (8 AIR & 8 OIL)
121350-APCA	04/30/03	INDUSTRIAL POWER	\$104 76	\$104 76	R&B-#05256/CHECK TRANSMISSION
121351-APCA	04/30/03	INGRAM LIBRARY SERVICES	\$361 52	\$228 49 \$133 03	CO LIB-#2083975/BOOKS(17) CO LIB-#2083975/BOOKS(6)
121352-APCA	04/30/03	INTEGRATED BUSINESS SYSTEMS	\$1,291 98	\$1,200 00 \$81 98	CO JAIL-ALCOHOL/VEND#S2513(CSN107 SAVIN) SUP-MAL0020, INV#001961, FCR COPY MAINT
121353-APCA	04/30/03	JANICE GASTON	\$100 00	\$40 00 \$60 00	D. A-TRANSCRIPTS D. A-TRANSCRIPT
121354-APCA	04/30/03	JOE WATKINS	\$3,308 75	\$358 75 \$293 75	R&B-20 58(1 50 PER HOUR/MAR 26-28'03 CLAY DELIVER R&B-22 58(17 50PER HOUR/APR 1-3'03 CLAY

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				\$768 75	DELIVERY R&B-20 5037 50PER HOUR/APR 7-9'03 CLAY
				\$1,787.50	DELIVERY R&B-32 5055 50PER HOUR/APR 10-16'03 CLAY
121355-APCA	04/30/03	JOHN W MOORE	\$700 00	\$350 00 \$350 00	D CT-#12,763/HITCHELL HARTLINE CO CT-#26,641/RICHARD ELIOFF
121356-APCA	04/30/03	JURE J. BARNETT	\$1,372.00	\$351.00 \$1,021.00	D'A-TRANSCRIPT#27,513 CO CT-27,513/RODERICK LATHAM/APP#12-02-00351, JURY TRIAL TRANSCRIPT
121357-APCA	04/30/03	KINKO'S	\$21 80	\$21 80	NON DEPT-#0000443325/BIND COIL
121358-APCA	04/30/03	KOETTER FIRE PROTECTION SERV	\$394 50	\$394 50	CO BLDGS-ANNUAL INSPECTION
121359-APCA	04/30/03	KRISTI HENRY	\$150 00	\$150.00	D JUDGE-REIMBURSE REGISTRATION
121360-APCA	04/30/03	LAUREN PARISH	\$400 00	\$400 00	APRIL '03 JUVENILE PROBATION BOARD
121361-APCA	04/30/03	LESLIE'S SMALL ENGINES	\$29 85	\$29 85	CCP-3 ECHO LINE/APR 11'03 INV
121362-APCA	04/30/03	LINEBARGER HEARD GOODMAN BLAI	\$6,711 78	\$6,711 78	MARCH 2003/DELINQUENT TAXES COLLECTED
121363-APCA	04/30/03	LISA MONEY	\$130 00	\$130.00	JP#1-REIMBURSE/MEALS@CORPUS CHRISTI SCHOOL
121364-APCA	04/30/03	LISA R. MONEY	\$60 00	\$60.00	APRIL '03 JP#1 BLDG CLEANED
121365-APCA	04/30/03	LONGVIEW ALTERNATOR	\$299 80	\$299 80	R&B-#41081/ALTERNATORS
121366-APCA	04/30/03	LONGVIEW GLASS CO	\$128 30	\$128 30	J. CTR-LEXAN TAPE
121367-APCA	04/30/03	LONGVIEW IMAGING CONSULTANTS	\$196 12	\$196.12	INDIG-DOUGLAS H WILSON/MEDICAL
121368-APCA	04/30/03	LORA HAMMOND	\$709 45	\$709.45	JP#3-REIMS 1033#1@ 315, MEALS(5), LODGING, TESTING
121369-APCA	04/30/03	EUFKIN PATHOLOGY LAB	\$162 00	\$162.00	JP#3-JOHN L WATKINS/DRUG TEST
121370-APCA	04/30/03	MANAGEMENT & TRAINING CORP	\$1,526 61	\$1,526.61	JUV PROB-SECURE PLACEMENT
121371-APCA	04/30/03	MICHAEL MARTIN ATTY	\$400 00	\$150 00 \$250 00	D CT-#J-5-03/I-I-0-C A D D CT-#836-02/I-I-0-D C , K K , M K , J K & K
121372-APCA	04/30/03	MICHAEL WILSON	\$3.87	\$3.87	R&B-REIMBURSE/FLOOD MAPS
121373-APCA	04/30/03	MIKE GRAY	\$2,040 00	\$2,040 00	R&B-25 5080 00 PER HOUR/APR 9, 10, 14'03 CLAY DELIVERY
121374-APCA	04/30/03	MUSIC MOUNTAIN WATER CO	\$10 83	\$10 83	SUP-#79777000, INV#51385/MAR 31'03 BILLING

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121375-APCA	04/30/03	HYRA HARRIS	\$272 86	\$272 86	CO TREAS-REIMBURSE/456 7mi@ 315ea, MEALS(31st. A&M TREAS SEMINAR 4/14-18/03)
121376-APCA	04/30/03	NANCY HARRIS	\$47 57	\$47 57	DA-REIMS 105mi@ 315, MEALS, PARKING
121377-APCA	04/30/03	NATIONAL FAMILY CARE	\$558 90	\$558 90	GROUP#3152 APRIL '03 DEDUCTIONS
121378-APCA	04/30/03	D W LOYD, II	\$1,550 00	\$350 00 \$250 00 \$350 00 \$350 00 \$250 00	CO CT-I-I-0-J R. C. D CT-#161-02/DENNIS PETTY, JR D CT-#13,152/JAMES L. COLLIER D CT-#13,250/J D BUCHANAN CO CT-#27,495/WILLIAM GARNER
121379-APCA	04/30/03	OFFICE DEPOT	\$362 32	\$108 24 \$54 10 \$199 98	D A-#601116003590277/SPEAKERPHONE COMPUTER-#601116003590277/CABLE D A-#601116003590277/PHONES
121380-APCA	04/30/03	OLYMPIC WASTE - KILGORE	\$1,291 46	\$1,291 46	WASTE-#300700020542/MAR 31/03 BILLING
121381-APCA	04/30/03	OMNIBASE SERVICES OF TEXAS	\$132 00	\$132 00	JP#3-PS#003228/1st QTR(JAN-MARCH '03)
121382-APCA	04/30/03	OPERATION 911	\$402 00	\$402 00	911-VINYL TAPE
121383-APCA	04/30/03	ORE CITY FINA	\$75 52	\$75 52	CONST#2-BATTERY
121384-APCA	04/30/03	OWENS & STOCKS VETERINARY SE	\$83 00	\$83 00	CONST#2-VET CHARGES
121385-APCA	04/30/03	PATRICIA HARRISON	\$1,275 00	\$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$75 00 \$225 00 \$225 00 \$225 00	DA-#27,740/SARAH BROWN/FEB 5'2001 COURT REP RECORD DA-#26,212/JUSTIN WILLIAM CLARK/DEC 7'00 COURT REP RECORD DA-#26,863/DAWNMARIE DURRANT/APRIL 25'02 COURT REP RECORD DA-#26,920/FLOYD ALLEN GENTRY/JUNE 27'02 COURT REP RECORD - DA-#27,405/RANDALL D HOLLAND/JULY 25'02 COURT REP RECORD DA-#27,176/TROY MCGUIRE/SEPT 23'02 COURT REP RECORD DA-#26,032/REGINA I. MITCHELL/OCT 2'00 COURT REP RECORD DA-#27,015/BRENDA STONE/JUNE 27'02 COURT REP RECORD CD CT-COURT REPORTING 4/03/03 D CT-COURT REPORTING 4/11/03 CD CT-COURT REPORTING 4/17/03
121386-APCA	04/30/03	PAUL BANNER	\$21 97	\$21 97	D CT-MILEAGE, MEALS(4/11/03)
121387-APCA	04/30/03	PAULA GENTRY	\$50 00	\$50 00	APRIL '03 JP#3 BLDG CLEANED

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121388-APCA	04/30/03	PEGGY GILES	\$25 09	\$25 09	CO LIB-REIMBURSE MILEAGE, MEALS/GUITMAN WORKSHOP
121389-APCA	04/30/03	PETROLEUM TRADERS CORP	\$8,465 62	\$8,465 62	R&B-#GAS, DIESEL, TX LOAD, ST TAX
121390-APCA	04/30/03	PJM CONSTRUCTION	\$6,090 00	\$980 00 \$980 00 \$980 00 \$1,050 00 \$1,050 00	R&B-FEMA/PCT#2 4/7-10/03(28hrs@35 00ea) R&B-FEMA/PCT#2(#2 4/7-10/03)28hrs@35 00ea R&B-FEMA/PCT#2(#3 04/7-10/03)28hrs@35 00ea R&B-FEMA/PCT#2(#4 04/11-16/03)30hrs@35 00ea R&B-FEMA/PCT#2(#5 04/11-16/03)30hrs@35 00ea R&B-FEMA/PCT#2(#6 04/11-16/03)30hrs@35 00ea
121391-APCA	04/30/03	PROFESSIONAL FOOD SYSTEMS	\$511 59	\$511 59	CO JAIL-#17130 1/06/03
121392-APCA	04/30/03	PROFESSIONAL TECHNICAL ASSIS	\$74 00	\$74 00	R&B-BATTERY FOR PORTABLE
121393-APCA	04/30/03	PUBLICDATA.COM AI	\$9 95	\$9 95	D. A-#006918335/INTERNET SERVICE
121394-APCA	04/30/03	RISD INC	\$57 60	\$57 60	NDN DEPT-36319951/PUPCATOR SERV-09/02-04/10/03
121395-APCA	04/30/03	ROBERT BENNETT & ASSOC.	\$700 00	\$350 00 \$350 00	D CT-#13, 226/DAVID NAREN D. CT-#12, 967/WILLIE T. WHITE
121396-APCA	04/30/03	ROBERT BENNETT & ASSOC	\$350 00	\$350 00	D CT-#12, 323/JAMES CHAMPION
121397-APCA	04/30/03	ROBIN RODENBERG	\$78 00	\$78 00	CO CLK-REIMBURSE MEALS/SCHOOL IN AUSTIN
121398-APCA	04/30/03	ROBINSON TEXTILES	\$2,316 95	\$2,316 95	CO. JAIL-CUST#6228/INMATE UNIFORMS
121399-APCA	04/30/03	RUNNIE MITCHELL	\$11,025 00	\$2,025 00 \$2,100 00 \$2,250 00 \$1,050 00 \$1,800 00 \$1,800 00	R&B-27@75 00 PER HR /03/31, 04/02-04/03 TRACK HOE R&B-35@60 00 PER HR /04/10, 11, 14-16/03 CLAY DELIVERY R&B-37 3@60.00 PER HR. /4/10, 11, 14, -16'03 CLAY DELIVERY R&B-14@75 00 PER HR /04/7&8/03 TRACK HOE R&B-24@ 675 00 PERHR /04/09-11/03 TRACK HOE R&B-24@675 00 PER HR /04/14-16/03 TRACK HOE
121400-APCA	04/30/03	SABINE VALLEY REGIONAL MMR	\$2,850 00	\$2,850 00	3RD QTR ALLOCATION '02-03
121401-APCA	04/30/03	SANDY LIVENGOOD	\$250 00	\$250 00	D CT-#661-02/TI-D-A 0
121402-APCA	04/30/03	SBC	\$366 47	\$366 47	SUP&ADULT-665-3909/APR 15-MAY 14 '03 SERVICE
121403-APCA	04/30/03	SCHMAN'S SALES	\$154.73	\$61.30 \$93.43	DA-MICKEY GRUBBS/HOT CHECK RESTITUTION DA-VICKY HIMEL/HOT CHECK RESTITUTION
121404-APCA	04/30/03	SCOTT-HERRIMAN INC.	\$303 16	\$303 16	CO CLK-SUP01/ENVELOPES, SHIPPING

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121405-APCA	04/30/03	SHELL OIL COMPANY	\$70 08	\$70 08	CU 5-#092821628/FUEL
121406-APCA	04/30/03	SMITH OIL COMPANY	\$427 90	\$181 00 \$246 90	R&B-BATTERY, BATTERY, DISPOSAL FEE R&B-GASKET SEALER, BRAKE CLEANER, OIL DRY, 2 CYCLE OIL, SHOP TOWELS, TRUCK BATTERIES, CORE CHO
121407-APCA	04/30/03	STATE COMPTROLLER	\$44,187 41	\$44,187 41	REPORT FOR QTR ENDING 03/31/03
121408-APCA	04/30/03	STATE HOLLYWOOD	\$49 00	\$49 00	DA-BOBBI JESTER/HOT CHECK RESTITUTION
121409-APCA	04/30/03	STEGALL'S DIRT WORK	\$2,175 00	\$1,050 00 \$1,125 00	R&B-28#37.50 PER HOUR/APR 7-10'03 CLAY DELIVERY R&B-30#37.50 PER HOUR/APR 11,14-16'03 CLAY DELIVERY
121410-APCA	04/30/03	SYSCO FOOD SYSTEMS INC.	\$3,144 60	\$1,415 51 \$1,748 02 \$18 93cf	CO JAIL-#288639/GROCERY CO. JAIL-#288639/GROCERY CO JAIL-RETURNED APPLE JUICE/DENTED CANS
121411-APCA	04/30/03	TAC PROPERTY&CASUALTY	\$43 00	\$43 00	NDN DEPT-#6528/JD TRACTOR MOWER
121412-APCA	04/30/03	TAC UNEMPLOYMENT FUND	\$5,366 31	\$5,366 31	ENTITY#2300 4TH QTR PREMIUMS/QTR. ENDING 03/31/03
121413-APCA	04/30/03	TED COLLIER CLEANING	\$1,625 00	\$1,625 00	04/16/03 TO 04/30/03 INTERIOR CLEANING OF BLDGS
121414-APCA	04/30/03	TEFTELLER & PELAIA	\$250 00	\$250 00	D CT-#836-02/I-I-G-D C ; K M ; M K ; J K. 70 K
121415-APCA	04/30/03	TEXACO CREDIT CARD CENTER	\$158 16	\$158 16	CO 8-6103028439/FUEL
121416-APCA	04/30/03	TEXAS ASSOCIATION OF COUNTIE	\$5,649 59	\$5,649 59	2002 UNEMPLOYMENT DEFICIT
121417-APCA	04/30/03	TEXAS TRAUMA & EMERGENCY CA	\$446 12	\$172 00 \$81 07 \$116 00 \$77 05	CO JAIL-#1058300303011J/JOHN COX, MEDICAL CO JAIL-#1058300303011I/JOHN COX/NOV 15'02 MEDICAL CO JAIL-#263240030306MU/DEWAIN DAVIS/JAN 18'03 MEDICAL CO JAIL-#263270030306MV/STEVEN WHORTON/JAN 8'03 MEDICAL
121418-APCA	04/30/03	THE SOFTWARE GROUP INC	\$2,891 99	\$2,891 99	COMPUTER-#1745/MAINT-4/14/03-4/13/05
121419-APCA	04/30/03	TIM CONE, ATTY AT LAW	\$350 00	\$350 00 \$250 00 \$350 00	D CT-#13,224/JASON BRUCE CO CT-1-1-0-C A 8 CO CT-#27,432/BAIN LENELL WALKER
121420-APCA	04/30/03	TINA DAVIDSON	\$6 15	\$6 15	CO LIB-REIMBURSE MEALS/QUITMAN WORKSHOP
121421-APCA	04/30/03	TJPC	\$75 00	\$75 00	JUV PROB-EVENT#TJPC-03-05/REGISTRATION

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 May 2003

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THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB T25  
Disbursements Made from 04/30/03 thru 05/14/03

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121422-APCA	04/30/03	TYLER ASPHALT	\$7,891.18	\$3,985.87 \$3,905.31	R&B-#CU108/OIL SAND(151 41 TONS @ \$26.50) R&B-#CU108/OIL SAND(147 37 TON @ \$26.50)
121423-APCA	04/30/03	TYLER UNIFORM CO. INC	\$91.02	\$91.02	CO JAIL-EMPLOYEE UNIFORMS
121424-APCA	04/30/03	U S. FOOD SERVICE	\$1,943.77	\$753.21 \$1,190.56	CO JAIL-#93586865/GROCERY CO JAIL-#93586865/GROCERY
121425-APCA	04/30/03	UNIFRIST CORP	\$231.59	\$60.81 \$49.61 \$49.61 \$71.56	R&B-#174823/UNIFORM SERVICE R&B-#174823/UNIFORM SERVICE R&B-3174823/UNIFORM SERVICE R&B-#174823/UNIFORM SERVICE
121426-APCA	04/30/03	UNITED POSTAL SOLUTIONS	\$797.15	\$44.85 \$63.55 \$77.95 \$28.85 \$56.95 \$525.00	NON DEPT-POSTAGE METER TAPE, SHIPPING NON DEPT-RIBBON CASSETTES FOR POSTAL MACHINE, SHIPPING NON DEPT-CARTRIDGE, SHIPPING CO. CLK-PINWHEEL LABELS(2), SHIPPING CO CLK-THERMAL CASSETTE(3) NON DEPT-MAINT CHG FOR OCT 02 THRU APRIL 03
121427-APCA	04/30/03	UPSHUR COUNTY	\$24,123.37	\$19,547.52 \$4,575.85	GTR FEES 3/31/03; COUNTY PORTION OF FEES 03/31/03 SERVICE FEES; STATE CT COSTS&ARREST FEE REPORT
121428-APCA	04/30/03	UPSHUR COUNTY AMBULANCE SERV	\$800.00	\$200.00 \$200.00 \$200.00 \$200.00	CO JAIL-# PAT-004891/ROY COMPTON/FEB 27'03 SERVICE, TRIP#00000302592A CO JAIL-# PAT-002487/HYERS HART/JUNE 20'03 SERVICE/TRIP#00000206605C CO. JAIL-# PAT-004892/MICHAEL NELSON/MAR 6'03 SERVICE, TRIP#00000303019B CO JAIL-# PAT-001454/ROBERT BRADFORD/FEB 28'03 SERVICE, TRIP# 00000301153A07/TRIP#00000301153A
121429-APCA	04/30/03	UPSHUR COUNTY CRIME STOPPERS	\$50.00	\$50.00	NON DEPT-REFUND/CAUSE#27,406(PD IN ERROR TO COUNTY)
121430-APCA	04/30/03	UPSHUR COUNTY JUVENILE PROBA	\$436.56	\$43.65 \$242.91 \$150.00	JUV PROB-VISA#4388153460016349/APR 2'03 BILLING UPSHUR JUV-VISA#4833492000276752/APR 7'03 BILLING JUV PROB-REIMB CHANGING TIDES REGIST. FEE/CK#1443
121431-APCA	04/30/03	UPSHUR-RURAL ELECTRIC COOP	\$227.74	\$101.60 \$49.55 \$76.59	R&B-#120298591/APR 15'03 BILLING R&B-#41186523691396012/APRIL 21/03 BILLING R&B-#902475306/APRIL 25/03 BILLING
121432-APCA	04/30/03	UT HEALTH CENTER AT TYLER	\$18.16	\$4.37 \$13.79	INDIG-FRED D MOORE/MEDICAL INDIG-FRED D MOORE/MEDICAL

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THE SOFTWARE GROUP, INC

Disbursements Made from 04/30/03 thru 05/14/03

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Check #	HC Date	Vender	Check Amount	Invoice Amt	Invoice Descriptions
121433-APCA	04/30/03	UTHC TYLER PHY	\$54 56	\$27 28	INDIG-FRED D MOORE/MEDICAL
				\$27 28	INDIG-FRED D MOORE/MEDICAL
121434-APCA	04/30/03	VERIZON SOUTHWEST	\$490 82	\$80 26	TAX-#B430630/MAR 28/03 BILLING
				\$48 48	CO JUDGE-#8437069/APRIL 7'03 BILLING
				\$230 23	JPN3-844-8254/#105230286252275408/APR 10-MAY 10'03 SERVICE
				\$131 85	JP#1--#FDD-0096/APRIL 16/03 BILLING
121435-APCA	04/30/03	W W GRAINGER INC.	\$166 50	\$166 50	J CTR-#436827099177/DOCK LIGHT
121436-APCA	04/30/03	WAL-MART #146	\$405 77	\$52 99	DA-AMANDA CATRON/HOT CHECK RESTITUTION
				\$67 78	DA-LISA P TILLERY/HOT CHECK RESTITUTION
				\$285 00	DA-MELVIN SMITH/HOT CHECK RESTITUTION
121437-APCA	04/30/03	WALMART COMMUNITY	\$25 02	\$25 02	911-#6032202020111531/APRIL 16'03 BILLING
121438-APCA	04/30/03	WALMART COMMUNITY	\$163 73	\$163 73	CO CLK-#6032202001114553/APR 16'03 BILLING
121439-APCA	04/30/03	WALMART COMMUNITY SRC	\$18 65	\$18 65	D CT-#6032202000836412/APR 16'03 BILLING
121440-APCA	04/30/03	WALMART COMMUNITY SRC	\$150 38	\$150 38	CO S-#6032202010092659/APRIL 22'03
121441-APCA	04/30/03	WALMART COMMUNITY SRC	\$152 37	\$152 37	SUP-#6032202000871575/INV#2060; 2596; 1305
121442-APCA	04/30/03	WAYNE ALLEN	\$247 00	\$247 00	JUV PROB-REIMS 600mi @ 345/MEALS
121443-APCA	04/30/03	WAYNE YOUNG	\$130 00	\$130 00	CO S-REIMBURSE/MEALS; 5days @ \$26 00 per day (AUST IN SCHOOL)
121444-APCA	04/30/03	WELLS FARGO FINANCIAL LEASIN	\$391 00	\$391 00	DA-#00190019107 4/24-5/24/03
121445-APCA	04/30/03	WERTS DIESEL SERVICE	\$1,150 67	\$1,150 67	R&B#15-REPAIR DUMP TRUCK
121446-APCA	04/30/03	WEST GROUP PAYMENT CENTER	\$1,067 80	\$285 50	D JUDGE-#1000109099/BILLING-03/01-03/30/03
				\$782 30	LAW LIB-#1000809966/-MAR 01-MAR 31/03 BILLING
121447-APCA	04/30/03	WILLIAM PATE	\$250 00	\$250 00	D CT-#661-02/1-1-0-A 0
121448-APCA	04/30/03	WINN'S AUTO & TRUCK REPAIR	\$1,357 64	\$266 99	CONST#4-SERVICE ON AUTOMOBILE
				\$243 52	CO S-REPAIR BRAKES
				\$384 07	CO S-REPAIR BRAKES
				\$80 30	CO S-REPLACE HEADLIGHT
				\$38 50	CO S-UNIT#S/PARTS/LABOR
				\$72 95	CONST#4-REPAIR HEADLAMP
				\$163 31	D A-REPLACE CRANK SENSOR
				\$105 50	CO S-REPLACE BATTERY
121449-APCA	04/30/03	WYDNE HANES	\$479 80	\$479 80	JP#1-REIMBURSE/1047mi @ 215 @ MEALS/RESIST (COR PUS CHRISTI)

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 04/30/03 thru 05/14/03

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121450-APCA	04/30/03	FIRST NATIONAL BANK GILMER	\$125,000 00	\$125,000 00	CD#33448 PURCHASED@3.75%(30days)TD MATURE 5/30/03
121451-APCA	05/09/03	WALMART COMMUNITY	\$282 02	\$282 02	DA-#60322020009646777/HOT CHECK ACCOUNT
Total for APCA - Accounts Payable Clearing Account			\$478,160 54		

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THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 04/30/03 thru 05/14/03

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1764-FNB 125	04/30/03	UPSHUR CO OPERATING ACCOUNT	\$1,008 53	\$1,008 53	04/30/03 CANCER/HEART/STROKE PREMIUMS FROM IRC/125
1765-FNB 125	04/30/03	UPSHUR COUNTY INSURANCE ACCO	\$4,878 38	\$4,878 38	04/30/03 DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			\$5,886 91		

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB I25  
Disbursements Made from 04/30/03 thru 05/14/03

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1280-FNB INS	04/30/03	GRAY & COMPANY, LLC	\$2,806 25	\$2,806 25	INS-22 45hrs @ \$125 00ea CONSULTING SERVICES
1281-FNB INS	04/30/03	HEALTHCARE PARTNERS HEALTH P	\$57 00	\$57 00	04/30/03 125 PLAN ADMIN FEES
1282-FNB INS	04/30/03	HEALTHFIRST TPA	\$44,138 36	\$44,138 36	GROUP UPS01 05/03 MONTHLY COSTS
1283-FNB INS	04/30/03	MANAGED PHARMACY BENEFITS IN	\$8,579 14	\$8,579 14	GRDUP#B0086 04/15/03 REGISTER
1284-FNB INS	04/30/03	UPSHUR COUNTY INSURANCE CLEA	\$40,661 34	\$40,661 34	04/17/03 UP & UPOS REGISTER
Total for FNB INS - INSURANCE			\$96,242 09		
Grand Total			\$580,289 54		

201 records listed.

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX.  
DEPUTY

*Dean Fowler*  
COUNTY JUDGE, DEAN FOWLER  
*Joe Orms*  
COMMISSIONER PCT#1, JOE ORMS  
*Joe E. Ferguson*  
COMMISSIONER PCT#2, JOE E. FERGUSON

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON  
*Gary Drennan*  
COMMISSIONER PCT#4, GARY DRENNAN

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THE SOFTWARE GROUP, INC.

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Check Register for 05/14/03

FILED  
ROBIN ROSENBERG  
COUNTY CLERK 14 May 2003

03 MAY 15 AM 11:12 PAGE 1

UPSHUR COUNTY, TX.

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
121477-APCA	Ms. UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	05/14/2003	\$40.00	DEPUTY	115
121478-APCA	Ms UPSHUR COUNTY	UPSHUR COUNTY	CRIME	05/14/2003	\$20.00		115
121479-APCA	Ms JYNEVA LINDA WILLIAMSON	JYNEVA LINDA WILLIAMSON	203132	05/14/2003	\$10.00		115
121480-APCA	Ms DEBORAH WISDOM	DEBORAH WISDOM	141756	05/14/2003	\$10.00		115
121481-APCA	Mr. RONALD GENE HAMMERS	RONALD GENE HAMMERS	160195	05/14/2003	\$10.00		115
121482-APCA	Mr. JAMES HARVEY HITT	JAMES HARVEY HITT	192385	05/14/2003	\$10.00		115
121483-APCA	Ms SARAH BAKER FREEMAN	SARAH BAKER FREEMAN	214169	05/14/2003	\$10.00		115
121484-APCA	Ms DORIS FAY WEATHERBY	DORIS FAY WEATHERBY	155956	05/14/2003	\$10.00		115
121485-APCA	Ms. SANDRA GAYLE PIERCE	SANDRA GAYLE PIERCE	214380	05/14/2003	\$10.00		115
121486-APCA	Ms LYNN JEANNETTE FROMM	LYNN JEANNETTE FROMM	143105	05/14/2003	\$10.00		115
121487-APCA	Ms GERONIMA HATLEY	GERONIMA HATLEY	154285	05/14/2003	\$10.00		115
121488-APCA	Ms. YVONNE RENEE WINN	YVONNE RENEE WINN	153473	05/14/2003	\$10.00		115
121489-APCA	Ms. ANN POOLE MASK	ANN POOLE MASK	146153	05/14/2003	\$10.00		115
121490-APCA	Ms. GINGER ANN MEADOWS	GINGER ANN MEADOWS	160553	05/14/2003	\$10.00		115
121491-APCA	Mr. CHARLES LEE CHAVERS	CHARLES LEE CHAVERS	143398	05/14/2003	\$10.00		115
121492-APCA	Mr RICHARD DOWNEY NUNLEY SR	RICHARD DOWNEY NUNLEY SR	192899	05/14/2003	\$10.00		115
121493-APCA	Mr GERALD ARTHUR BOYUM	GERALD ARTHUR BOYUM	159537	05/14/2003	\$10.00		115
121494-APCA	Ms LANNA BENSON MUSTAD	LANNA BENSON MUSTAD	211179	05/14/2003	\$10.00		115
121495-APCA	Ms. KIMBERLY DEAN HEARD	KIMBERLY DEAN HEARD	148361	05/14/2003	\$10.00		115
121496-APCA	Ms AMY SUE COLEMAN	AMY SUE COLEMAN	156450	05/14/2003	\$10.00		115
121497-APCA	Ms NORMA JEAN SUTHERLAND	NORMA JEAN SUTHERLAND	171372	05/14/2003	\$10.00		115
121498-APCA	Ms. LORRI ANN MOSLEY	LORRI ANN MOSLEY	160895	05/14/2003	\$10.00		115
121499-APCA	Ms. EVELYN JONES	EVELYN JONES	11302	05/14/2003	\$10.00		115
121500-APCA	Mr DARRYL LLOYD MOSELEY	DARRYL LLOYD MOSELEY	143745	05/14/2003	\$10.00		115
121501-APCA	Mr DAVID ARTHUR BAKER	DAVID ARTHUR BAKER	216694	05/14/2003	\$10.00		115
121502-APCA	Mr BOB ALTON PHILLIPS	BOB ALTON PHILLIPS	212523	05/14/2003	\$10.00		115

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THE SOFTWARE GROUP, INC.

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Check Number...	Title Name.....	Check Name.....	Juror ID	Check Date	Amount	Cl. Status	Court
121503-APCA	Mr. ERIC LEE COOPER	ERIC LEE COOPER	215766	05/14/2003	\$10.00		115
121504-APCA	Ms. WYNEMA JEAN SHELTON	WYNEMA JEAN SHELTON	7509	05/14/2003	\$10.00		115
121505-APCA	Ms. MELISSA NICOLE WALLER	MELISSA NICOLE WALLER	214929	05/14/2003	\$10.00		115
121506-APCA	Ms. ANGELA MICHELLE NICKELBUR	ANGELA MICHELLE NICKELBUR	165382	05/14/2003	\$10.00		115
121507-APCA	Mr. DOYCE GLEN DOCKERY	DOYCE GLEN DOCKERY	215786	05/14/2003	\$10.00		115
121508-APCA	Mr. LAWRENCE FREDERICK PONS	LAWRENCE FREDERICK PONS	190354	05/14/2003	\$10.00		115
121509-APCA	Ms. MARTHA JUANITA THOMPSON	MARTHA JUANITA THOMPSON	160950	05/14/2003	\$10.00		115
121510-APCA	Mr. STEPHEN GRAY MASCHO	STEPHEN GRAY MASCHO	218527	05/14/2003	\$10.00		115
121511-APCA	Ms. DEBORAH TURNER	DEBORAH TURNER	144407	05/14/2003	\$10.00		115
121512-APCA	Ms. PATRICIA MICHELE BREVARD	PATRICIA MICHELE BREVARD	157315	05/14/2003	\$10.00		115
121513-APCA	Mr. BRIAN THOMAS HOPKINS	BRIAN THOMAS HOPKINS	216473	05/14/2003	\$10.00		115
121514-APCA	Mr. DANNY RAY BOZARTH	DANNY RAY BOZARTH	166024	05/14/2003	\$10.00		115
121515-APCA	Mr. CORY WAYNE PENDLETON	CORY WAYNE PENDLETON	215574	05/14/2003	\$10.00		115
121516-APCA	Ms. MIRIAM ABREGO	MIRIAM ABREGO	165121	05/14/2003	\$10.00		115
121517-APCA	Mr. HAROLD LEE DURAN	HAROLD LEE DURAN	211819	05/14/2003	\$10.00		115
121518-APCA	Mr. KENNETH WAYNE REYNOLDS	KENNETH WAYNE REYNOLDS	189993	05/14/2003	\$10.00		115
121519-APCA	Ms. LYNDA LLOYD CADDEL	LYNDA LLOYD CADDEL	168533	05/14/2003	\$10.00		115
121520-APCA	Ms. BARBARA ANN HOBGOOD	BARBARA ANN HOBGOOD	125944	05/14/2003	\$10.00		115
121521-APCA	Mr. JAMES IRVIN SHEPHERD	JAMES IRVIN SHEPHERD	216928	05/14/2003	\$10.00		115
121522-APCA	Mr. JOSHUA MIKE ALLEN SIMS	JOSHUA MIKE ALLEN SIMS	194278	05/14/2003	\$10.00		115
121523-APCA	Ms. GERMAINE LEE RICHARDS	GERMAINE LEE RICHARDS	211177	05/14/2003	\$10.00		115
121524-APCA	Ms. SABRINA DIANE CRAVER	SABRINA DIANE CRAVER	205186	05/14/2003	\$10.00		115
121525-APCA	Mr. MAX WILLIAM ENDER	MAX WILLIAM ENDER	13127	05/14/2003	\$10.00		115
121526-APCA	Mr. RICK J OSWALT	RICK J OSWALT	217740	05/14/2003	\$10.00		115
121527-APCA	Ms. JANE NEMLAND	JANE NEMLAND	192821	05/14/2003	\$10.00		115
121528-APCA	Mr. JAMES DAVID HARRIMAN	JAMES DAVID HARRIMAN	197768	05/14/2003	\$10.00		115

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THE SOFTWARE GROUP, INC.

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Check Number....	Title Name.....	Check Name.....	Juror ID	Check Date	Amount.	Ck Status	Court.
121529-APCA	Ms SHIRLEY ANN WILLIAMSON	SHIRLEY ANN WILLIAMSON	194683	05/14/2003	\$10.00		115
121530-APCA	Ms. ANGELA STARR COOK	ANGELA STARR COOK	211805	05/14/2003	\$10.00		115
121531-APCA	Ms. CHARLOTTE ANN MITCHELL	CHARLOTTE ANN MITCHELL	203746	05/14/2003	\$10.00		115
121532-APCA	Ms ANNIE FERGOUSON	ANNIE FERGOUSON	148231	05/14/2003	\$10.00		115
121533-APCA	Ms. PENNY MARIE RISINGER	PENNY MARIE RISINGER	202824	05/14/2003	\$10.00		115
121534-APCA	Mr SHELBY LYVONE WINN	SHELBY LYVONE WINN	164042	05/14/2003	\$10.00		115
121535-APCA	Ms. MELISSA KAY DAVIDSON	MELISSA KAY DAVIDSON	161627	05/14/2003	\$10.00		115
121536-APCA	Mr. JERRY FLOYD ANDERSON	JERRY FLOYD ANDERSON	149402	05/14/2003	\$10.00		115
121537-APCA	Mr. JOSE SUAREZ	JOSE SUAREZ	206613	05/14/2003	\$10.00		115
121538-APCA	Ms. DEBRA MATTHEW	DEBRA MATTHEW	162628	05/14/2003	\$10.00		115
121539-APCA	Mr RANDALL LOGAN COLLINS	RANDALL LOGAN COLLINS	201299	05/14/2003	\$10.00		115
121540-APCA	Ms NORMA COLEMAN	NORMA COLEMAN	3228	05/14/2003	\$10.00		115
121541-APCA	Ms DEBORAH JANE JOHNSON	DEBORAH JANE JOHNSON	161355	05/14/2003	\$10.00		115
121542-APCA	Mr. JOHN CHARLES WESTFALL	JOHN CHARLES WESTFALL	205012	05/14/2003	\$10.00		115
121543-APCA	Ms LINDA GENE ALLAIRE	LINDA GENE ALLAIRE	160065	05/14/2003	\$10.00		115
121544-APCA	Mr MANNA G JOHNSON	MANNA G JOHNSON	214808	05/14/2003	\$10.00		115
121545-APCA	Ms. ELEANOR PRICE ROBERTS	ELEANOR PRICE ROBERTS	203401	05/14/2003	\$10.00		115
121546-APCA	Ms. GAYLE PICKETT	GAYLE PICKETT	146139	05/14/2003	\$10.00		115
121547-APCA	Mr. TERRY LYNN FORD	TERRY LYNN FORD	217029	05/14/2003	\$10.00		115
121548-APCA	Ms. CHERYL GALE WRIGHT	CHERYL GALE WRIGHT	194459	05/14/2003	\$10.00		115
121549-APCA	Ms. CAROLYN FENTON	CAROLYN FENTON	7762	05/14/2003	\$10.00		115
121550-APCA	Mr. MONROE ADD NIVENS	MONROE ADD NIVENS	203920	05/14/2003	\$10.00		115
121551-APCA	Mr. RICHARD D FARROW	RICHARD D FARROW	13854	05/14/2003	\$10.00		115
121552-APCA	Ms. JOHN ROBERT TRIQQ	JOHN ROBERT TRIQQ	217743	05/14/2003	\$10.00		115
121553-APCA	Ms THERESA MARIE SORRELLS	THERESA MARIE SORRELLS	214665	05/14/2003	\$10.00		115
121554-APCA	Ms. JENNIFER GAIL OLIVARES	JENNIFER GAIL OLIVARES	201057	05/14/2003	\$10.00		115

UPSHUR COUNTY

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Check Number....	Title Name.....	Check Name.....	Juror ID	Check Date	Amount....	Ck Status	Court
121555-APCA	Ms. AMANDA JOYCE THREADGILL	AMANDA JOYCE THREADGILL	204235	05/14/2003	\$10.00		115
121556-APCA	Mr. JERRY MICHAEL SCHMITZ	JERRY MICHAEL SCHMITZ	201180	05/14/2003	\$10.00		115
121557-APCA	Mr. JAMES LEE LOFTICE	JAMES LEE LOFTICE	200848	05/14/2003	\$10.00		115
121558-APCA	Ms. ORA LEE SMALL	ORA LEE SMALL	159796	05/14/2003	\$10.00		115
121559-APCA	Mr. DAVID EDWARD KAYNE	DAVID EDWARD KAYNE	205734	05/14/2003	\$10.00		115
121560-APCA	Mr. RICHARD LEE BEYNDOR	RICHARD LEE BEYNDOR	191075	05/14/2003	\$10.00		115
121561-APCA	Ms. ASHLEY LANE FATHERREE	ASHLEY LANE FATHERREE	215439	05/14/2003	\$10.00		115
121562-APCA	Ms. TERESA SHARPE BECKHAM	TERESA SHARPE BECKHAM	192157	05/14/2003	\$10.00		115
121563-APCA	Mr. EDBEL DEE GREEN	EDBEL DEE GREEN	147349	05/14/2003	\$10.00		115
121564-APCA	Mr. CLAYTON EARL STREED	CLAYTON EARL STREED	216240	05/14/2003	\$10.00		115
121565-APCA	Ms. LYNNE WEATHERBY BUCHANAN	LYNNE WEATHERBY BUCHANAN	174330	05/14/2003	\$10.00		115
121566-APCA	Ms. BRENDA JOYCE LOY	BRENDA JOYCE LOY	155619	05/14/2003	\$10.00		115
121567-APCA	Ms. ARTIE FAYE TENNISON	ARTIE FAYE TENNISON	168006	05/14/2003	\$10.00		115
121568-APCA	Ms. NANCY RUTH MAY	NANCY RUTH MAY	156737	05/14/2003	\$10.00		JP
121569-APCA	Mr. TEDD ROZELLE AUSTIN	TEDD ROZELLE AUSTIN	2031	05/14/2003	\$10.00		CC
121570-APCA	Mr. DAVID FRANKLIN CHILDRESS	DAVID FRANKLIN CHILDRESS	148109	05/14/2003	\$10.00		CC
121571-APCA	Mr. JIMMIE EARL HENRY	JIMMIE EARL HENRY	159620	05/14/2003	\$10.00		CC
121572-APCA	Ms. ROXANNE SUE O'CONNOR	ROXANNE SUE O'CONNOR	158307	05/14/2003	\$10.00		CC
121573-APCA	Mr. FRED RAY CHEN	FRED RAY CHEN	218367	05/14/2003	\$10.00		CC
121574-APCA	Ms. SHAUDA WEBB GORDON	SHAUDA WEBB GORDON	212932	05/14/2003	\$10.00		CC
121575-APCA	Mr. DAVID SCOTT BIRDWELL	DAVID SCOTT BIRDWELL	169096	05/14/2003	\$10.00		CC
121576-APCA	Mr. ROBARIO BURGOS CHAVEZ	ROBARIO BURGOS CHAVEZ	196654	05/14/2003	\$10.00		CC
121577-APCA	Mr. RAYMOND HAROLD WETZEL	RAYMOND HAROLD WETZEL	157665	05/14/2003	\$10.00		CC
121578-APCA	Mr. GARY WAYNE COX	GARY WAYNE COX	161088	05/14/2003	\$10.00		CC
121579-APCA	Mr. RONNIE CARROLEE REAMES	RONNIE CARROLEE REAMES	167501	05/14/2003	\$10.00		CC
121580-APCA	Mr. BEN CALVIN HALL	BEN CALVIN HALL	206020	05/14/2003	\$10.00		CC

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Check Number....	Title Name.....	Check Name.....	Juror ID	Check Date	Amount....	Ch Status	Court
121581-APCA	Ms. PATSY RUTH BLACK	PATSY RUTH BLACK	203084	05/14/2003	\$10.00	CC	
121582-APCA	Ms. PATTY SUE TALLEY	PATTY SUE TALLEY	150148	05/14/2003	\$10.00	CC	
121583-APCA	Mr. PAUL DAVID LOFTIS	PAUL DAVID LOFTIS	152547	05/14/2003	\$10.00	CC	
121584-APCA	Ms. FRANCES HENDERSON STEWART	FRANCES HENDERSON STEWART	216070	05/14/2003	\$10.00	CC	
121585-APCA	Mr. JAMES NOLAN JOHNSON	JAMES NOLAN JOHNSON	213844	05/14/2003	\$10.00	CC	
121586-APCA	Ms. VIDA NELL FERGUSON CRAFT	VIDA NELL FERGUSON CRAFT	189686	05/14/2003	\$10.00	CC	
121587-APCA	Mr. ROBERT ANDREW LUCAS	ROBERT ANDREW LUCAS	151812	05/14/2003	\$10.00	CC	
121588-APCA	Ms. ROSALIND RENEE LEWIS	ROSALIND RENEE LEWIS	149337	05/14/2003	\$10.00	CC	
121589-APCA	Ms. RHONDA GOODIN DONALDSON	RHONDA GOODIN DONALDSON	175836	05/14/2003	\$10.00	CC	
121590-APCA	Mr. MICHAEL GLEN STOCKS	MICHAEL GLEN STOCKS	156003	05/14/2003	\$10.00	CC	
121591-APCA	Ms. JANIE CAROL SMITH	JANIE CAROL SMITH	214027	05/14/2003	\$10.00	CC	
121592-APCA	Ms. SHONDA LANELL WALSH	SHONDA LANELL WALSH	175247	05/14/2003	\$10.00	CC	
121593-APCA	Ms. PATRICIA LANCASTER	PATRICIA LANCASTER	1367	05/14/2003	\$10.00	CC	
121594-APCA	Ms. SUSAN ELIZABETH THOMSON	SUSAN ELIZABETH THOMSON	206528	05/14/2003	\$10.00	CC	
121595-APCA	Mr. JOHN ANDREW BALES	JOHN ANDREW BALES	207031	05/14/2003	\$10.00	CC	
121596-APCA	Mr. CHARLES EDWARD MORGAN	CHARLES EDWARD MORGAN	206756	05/14/2003	\$10.00	CC	
121597-APCA	Ms. REGINA CARA KENDRICK	REGINA CARA KENDRICK	162364	05/14/2003	\$10.00	CC	
121598-APCA	Mr. PAUL DAVID WILLIAMS	PAUL DAVID WILLIAMS	142229	05/14/2003	\$10.00	CC	
121599-APCA	Ms. AVONELLE RAMOS	AVONELLE RAMOS	212472	05/14/2003	\$10.00	CC	
121600-APCA	Ms. RICHARD A COOPER	RICHARD A COOPER	191747	05/14/2003	\$10.00	CC	
121601-APCA	Mr. CECIL DEAN BLEDSOE	CECIL DEAN BLEDSOE	202012	05/14/2003	\$10.00	CC	
121602-APCA	Mr. TREVOR SHAWN BOONE	TREVOR SHAWN BOONE	214653	05/14/2003	\$10.00	CC	
121603-APCA	Ms. SHERRI LUANNE WHITLOCK	SHERRI LUANNE WHITLOCK	143778	05/14/2003	\$10.00	CC	
121604-APCA	Mr. BARON JERROD HARRIS	BARON JERROD HARRIS	194269	05/14/2003	\$10.00	CC	
121605-APCA	Mr. JOHN LEONARD GIBSON	JOHN LEONARD GIBSON	162396	05/14/2003	\$10.00	CC	
121606-APCA	Ms. YVETTE MARIE FOSTER	YVETTE MARIE FOSTER	160914	05/14/2003	\$10.00	CC	

UPSHUR COUNTY

JURY SELECTION SYSTEM

14 May 2003

THE SOFTWARE GROUP, INC.

05/01/03/JP1 05/05/03/CC 05/12/03/DC  
Check Register for 05/14/03

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Check Number	Title Name	Check Name	Jurat ID	Check Date	Amount	Ck Status	Court
121607-APCA	Ms. LACEY MARIE CLOWER	LACEY MARIE CLOWER	207951	05/14/2003	\$10.00	CC	
121608-APCA	Ms. MARY CARTER	MARY CARTER	140581	05/14/2003	\$10.00	CC	
121609-APCA	Ms. MARLA PATE STEWART	MARLA PATE STEWART	10789	05/14/2003	\$10.00	CC	
121610-APCA	Mr. DON L RITTER	DON L RITTER	4363	05/14/2003	\$10.00	CC	
121611-APCA	Ms. MICHAEL VINCENT SANSONE	MICHAEL VINCENT SANSONE	216525	05/14/2003	\$10.00	CC	
121612-APCA	Ms. MARCIA FAYE JANITZ	MARCIA FAYE JANITZ	207190	05/14/2003	\$10.00	CC	
121613-APCA	Ms. VIRGINIA ARNOLD	VIRGINIA ARNOLD	2920	05/14/2003	\$10.00	CC	
121614-APCA	Mr. MICHAEL EARL WILSON	MICHAEL EARL WILSON	200100	05/14/2003	\$10.00	CC	
121615-APCA	Mr. TONEY GLENN PUTMAN	TONEY GLENN PUTMAN	144939	05/14/2003	\$10.00	CC	
121616-APCA	Ms. TOSHA LYNN WRAGO	TOSHA LYNN WRAGO	206701	05/14/2003	\$10.00	CC	
121617-APCA	Ms. MERILYNN ELINOR WEGNER	MERILYNN ELINOR WEGNER	176056	05/14/2003	\$10.00	CC	
121618-APCA	Mr. FLOYD IRWIN CARPENTER	FLOYD IRWIN CARPENTER	189980	05/14/2003	\$10.00	CC	
121619-APCA	Ms. PATSY DALE HORTON	PATSY DALE HORTON	158950	05/14/2003	\$10.00	CC	
121620-APCA	Ms. JULIE RADFORD WIDEMON	JULIE RADFORD WIDEMON	216935	05/14/2003	\$10.00	CC	
121621-APCA	Ms. BERTHA CHANDLER	BERTHA CHANDLER	107	05/14/2003	\$10.00	CC	
121622-APCA	Mr. JOE DALTON MUMFORD	JOE DALTON MUMFORD	164086	05/14/2003	\$10.00	CC	
121623-APCA	Mr. DEAN JOSEPH MCEVOY	DEAN JOSEPH MCEVOY	191441	05/14/2003	\$10.00	CC	
121624-APCA	Ms. REBEKAH GAIL GASTON	REBEKAH GAIL GASTON	168744	05/14/2003	\$10.00	CC	
121625-APCA	Mr. BILLY JOE HENSLEY	BILLY JOE HENSLEY	206808	05/14/2003	\$10.00	CC	
121626-APCA	Ms. MARY NELL WESTON	MARY NELL WESTON	191937	05/14/2003	\$10.00	CC	
121627-APCA	Mr. TERRY WAYNE PYEATT	TERRY WAYNE PYEATT	148641	05/14/2003	\$10.00	CC	
121628-APCA	Ms. DEBORAH VARNER LANGFORD	DEBORAH VARNER LANGFORD	163529	05/14/2003	\$10.00	CC	
121629-APCA	Ms. TRACEY C OWENS	TRACEY C OWENS	156460	05/14/2003	\$10.00	CC	
121630-APCA	Mr. GERALD ARTHUR BOYUM	GERALD ARTHUR BOYUM	142345	05/14/2003	\$10.00	CC	
121631-APCA	Mr. WILLIAM J SHULER	WILLIAM J SHULER	164135	05/14/2003	\$10.00	CC	
121632-APCA	Ms. WANDA LYNN HUTCHINS	WANDA LYNN HUTCHINS	158242	05/14/2003	\$10.00	CC	

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Check Number	Title Name	Check Name	Jurat ID	Check Date	Amount	Ck Status	Count
121633-APCA	Ms. SHERRY BRADLEY PEOPLES	SHERRY BRADLEY PEOPLES	196927	05/14/2003	\$10.00	CC	
121634-APCA	Ms. DIANA E ANDERSON	DIANA E ANDERSON	213095	05/14/2003	\$10.00	CC	
121635-APCA	Ms. CYNTHIA FRANKE GILL	CYNTHIA FRANKE GILL	214384	05/14/2003	\$10.00	CC	
121636-APCA	Mr. JEFF GEE	JEFF GEE	145634	05/14/2003	\$10.00	CC	
121637-APCA	Ms. ANNIE HARGEST	ANNIE HARGEST	130	05/14/2003	\$10.00	CC	
121638-APCA	Ms. FRANCINE JACKSON	FRANCINE JACKSON	157986	05/14/2003	\$10.00	CC	
121639-APCA	Mr. DOUGLAS ALAN MONEYPENNY	DOUGLAS ALAN MONEYPENNY	159857	05/14/2003	\$10.00	CC	
121640-APCA	Ms. CATHY JANE CURTIS	CATHY JANE CURTIS	192006	05/14/2003	\$10.00	CC	
121641-APCA	Ms. ANA MARIA WEBER	ANA MARIA WEBER	190611	05/14/2003	\$10.00	CC	
121642-APCA	Ms. BRENDA GAIL JONES-ESLINGER	BRENDA GAIL JONES-ESLINGER	218739	05/14/2003	\$10.00	CC	
121643-APCA	Mr. JOSEPH PAUL RAMSEY	JOSEPH PAUL RAMSEY	207061	05/14/2003	\$10.00	CC	
121644-APCA	Ms. SHELLY RENE HOLLIS	SHELLY RENE HOLLIS	161693	05/14/2003	\$10.00	CC	
121645-APCA	Ms. CAROLYN MARIE WETZEL	CARDLYN MARIE WETZEL	157663	05/14/2003	\$10.00	CC	
121646-APCA	Mr. JOHN J WELSH	JOHN J WELSH	1949	05/14/2003	\$10.00	CC	
121647-APCA	Mr. VERNON LEARD	VERNON LEARD	9836	05/14/2003	\$10.00	CC	

Check Amounts

-----  
\$1,750.00

171 records listed.

Property off of FM 555  
Mailing Address: 6957 FM 555  
Gilmer, Texas 75645  
Telephone No. 903-762-6689

**LETTER AGREEMENT**

Date: April 17, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Arthur Reeves, the owner or person legally entitled to possession of the above described property ("Property Owner").

**RECITALS**

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR  
Arthur Reeves

*[Handwritten initials]*

UPSHUR COUNTY  
By [Signature]  
Its County Judge

FILED  
ROBIN KODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX.  
DEPUTY

Property off of Apple Tree Road  
Mailing Address: 1271 Rose Lane  
Kemp, Texas 75143  
Telephone No. 903-498-7194

**LETTER AGREEMENT**

Date: April 30, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and James and Barbara Porter, the owner or person legally entitled to possession of the above described property ("Property Owner").

**RECITALS**

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

Barbara J. Porter

*[Handwritten signature]*

UPSHUR COUNTY

By [Signature]  
Its County Judge

FILED  
ROBIN RODENBERG  
COUNTY CLERK

03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX.

BY  
DEPUTY

Property off of \_\_\_\_\_  
Mailing Address: 1135 U.S. Hwy 271 South  
Gilmer, Tx. 75644

Telephone No (903) 734-7963

**LETTER AGREEMENT**

Date: 5-1 - \_\_\_\_\_, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Dorris D Borah, the owner or person legally entitled to possession of the above described property ("Property Owner").

**RECITALS**

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

Dorris D Borah

*[Handwritten signature]*

UPSHUR COUNTY

By [Signature]  
Its County Judge

FILED  
ROBIN ROSENBERG  
COUNTY CLERK

03 MAY 15 AM 11:12

UPSHUR COUNTY TX.

DEPUTY

Property off of  
Mailing Address: 218 RR3050  
Sumner TX 75644  
Telephone No. 903-725-7907

**LETTER AGREEMENT**

Date: 5-13, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Louis Duncan, the owner or person legally entitled to possession of the above described property ("Property Owner").

**RECITALS**

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

Louis Duncan

UPSHUR COUNTY

By [Signature]  
Its County Judge

BY  
UPSHUR COUNTY  
CLERK  
03 MAY 15 AM 11:12  
ROBIN OGDENBERG  
COUNTY CLERK  
FLED

[Signature]

**COUNTY WORKERS TO CUT TREE ON RIGHT OF WAY**

TO: COMMISSIONER'S COURT  
UPSHUR COUNTY

I, \_\_\_\_\_, give my permission to allow county workers to cut trees and brush on right of way. The county will clean up brush and have an option to remove logs for my own use. I will remove logs at my own expense.

SIGNED: Chuck Julian

DATE: 4-30-03

LOGS LEFT IN DITCH

COUNTY REMOVAL

PERSONAL REMOVAL

*initials*

FILED  
ROBIN RODENBERG  
CLERK  
03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

COUNTY WORKERS TO CUT TREE ON RIGHT OF WAY

TO: COMMISSIONER'S COURT  
UPSHUR COUNTY

I, Lewis Hewitt, give my permission to allow county workers to cut trees and brush on right of way. The county will clean up brush and have an option to remove logs for my own use. I will remove logs at my own expense.

SIGNED: *Lewis Hewitt*

DATE: 4-25-2003

LOGS LEFT IN DITCH

           COUNTY REMOVAL

           PERSONAL REMOVAL

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:12  
UPSHUR COUNTY, TX.  
BY            DEPUTY



**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }  
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)  
White Oak Rd ≈ 2 miles

2.

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

3.

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

4.

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

5.

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

6.

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

BY \_\_\_\_\_  
DEPUTY  
03 MAR 1964 11:12  
UPSHUR COUNTY, TX.  
ROBIN RODEBERG  
CLERK  
FILED

Chris Best

First Party Signature

PO. Box 249

Street or Box

Atlanta TX 75551

City, State and Zip Code

903-799-6323

Telephone

Hansen

Timber Tract

5-8-03

Date Signed

Charles Still

County Judge - ~~Charles Still~~

Joe Orms

Commissioner, Prec. 1 - Joe Orms

Tommy Stanley

Commissioner, Prec. 2 - Tommy Stanley

Rick Jackson

Commissioner, Prec. 3 - Rick Jackson

Russell Green

Commissioner, Prec. 4 - Russell Green

Date Signed

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK

**SPECIAL ROAD USE AGREEMENT CONTRACT**

03 MAY 15 AM 11:12

UPSHUR COUNTY, TX.

THE STATE OF TEXAS        )  
  )  
COUNTY OF UPSHUR        )

BY \_\_\_\_\_  
KNOW ALL MEN BY THESE PRESENTS: DEPUTY

The undersigned, RIOS LOGGING COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths): 1.5 mile on Mule Deer; down Great Dane about 1.5 miles.

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands located in Precinct No. 4, Upshur County.

4.

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

5.

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

6.

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

RIOS LOGGING COMPANY

Valerio Rios  
First Party Signature

Dean Fowler  
County Judge - Dean Fowler

6767 State Hwy 11  
Street or Box

Joe Orms  
Commissioner, Prec. 1 - Joe Orms

Lynchburg, Va 75451  
City, State and Zip Code

Joe E. Ferguson  
Commissioner, Prec. 2 - Joe E. Ferguson

903-365-2143  
Telephone

Rick Jackson  
Commissioner, Prec. 3 - Rick Jackson

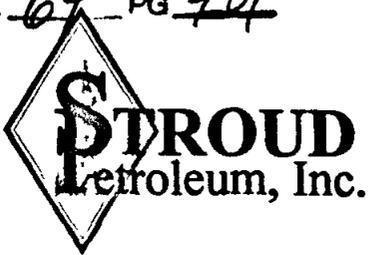
Snow State  
Timber Tract

Gary Drennan  
Commissioner, Prec. 4 - Gary Drennan

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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



April 29, 2003

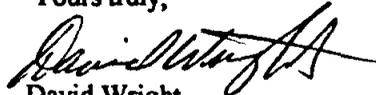
Upshur County Commissioner Court  
C/O Upshur County Engineer  
Upshur County Road and Bridge Dept.  
P.O. Box 730  
Gilmer, Texas 75644

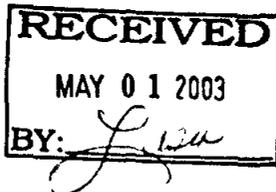
Re: Special Road Use Agreement  
Precinct No. 2 Roads as Described

Stroud Petroleum, Inc. requests your approval of the attached Special Road Use Agreement and Contract for certain roads in Precinct No. 2 as described in Section 1 of the Attached

If you have any questions or need additional information please contact me at (318) 425-0101.

Yours truly,

  
David Wright  
Operations Manager



416 TRAVIS STREET, SUITE 608 ♦ SHREVEPORT, LOUISIANA 71101  
POST OFFICE BOX 565 ♦ SHREVEPORT, LOUISIANA 71162-0565  
(318) 425-0101 ♦ FAX (318) 425-2211

FILED  
ROBIN RODENBERG  
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

03 MAY 15 AM 11:12

UPSHUR COUNTY, TX.

THE STATE OF TEXAS            )  
  )  
COUNTY OF UPSHUR            )

KNOW ALL MEN BY THESE PRESENTS:            BY \_\_\_\_\_ DEPUTY

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Snapdragon Road from the intersection of Snapdragon and Hwy 155 thence south approximately 1.2 miles to location on East side of Snapdragon Road on Marion and Lillie Newsom 12 acre tract.

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is: Drilling/operating a well on ~~its~~ lands location in Precinct No. 2, Upshur County.

4.

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

5.

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

6.

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

Stroud Petroleum, Inc.

by: David Wright

First Party Signature  
David Wright, Operations Manager

416 Travis St., #608  
Street or Box

Shreveport, LA 71101  
City, State and Zip Code

318-425-0101  
Telephone

Newsom  
Tract

4/29/03  
Date Signed

Dean Fowler  
County Judge - Dean Fowler

Joe Orms  
Commissioner, Prec. 1 - Joe Orms

Joe E. Ferguson  
Commissioner, Prec. 2 - Joe E. Ferguson

Rick Jackson  
Commissioner, Prec. 3 - Rick Jackson

Gary Drennan  
Commissioner, Prec. 4 - Gary Drennan

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS    }  
COUNTY OF UPSHUR    }

KNOW ALL MEN BY THESE PRESENTS  
UPSHUR COUNTY, TX.

03 MAY 15 AM 11:12

BY \_\_\_\_\_ DEPUTY

The undersigned, HURLINMAN FOREST PRODUCTS, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County Roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (described exact route, direction and miles in tenths) 2 miles on Mule Deer Road.

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands located in Precinct No. 4, Upshur County.

4.  
First Party agree to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to post survey bond in the amount of \$-0-, to Upshur County Commissioners' Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

VOL. 64 PG 408

Nurlinman Forest Prod

By: Jimmie Pini  
First Party Signature

[Signature]  
County Judge - Dean Fowler

243 CR 1763  
Street or Box

[Signature]  
Commissioner, Prec. 1 - Joe Orms

Broken Bow, Oklahoma  
City, State and Zip Code

[Signature]  
Commissioner, Prec. 2 - Joe E. Ferguson

903-756-5214  
Telephone

[Signature]  
Commissioner, Prec. 3 - Rick Jackson

PEHOSKI  
Timber Tract 5-6-03

[Signature]  
Commissioner, Prec. 4 - Gary Drennan

[Signature]  
Date Signed

\_\_\_\_\_  
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

**PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY**

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK

PRECINCT 3

DATE: May 7, 2003

03 MAY 15 AM 11:12

UPSHUR COUNTY, TX.

Formal notice is hereby given that TRACY YARBROUGH, whose principal address is 15 Spring Valley Circle, Longview, TX 75605, does hereby purpose to place a culvert within the ~~ROE~~ County Road        Glenn Road. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of May, 2003. I, Tracy Yarbrough, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Tracy Yarbrough  
TELEPHONE: 903-297-9705

**APPROVAL OF PERMIT APPLICATION**

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated May 7, 2003, except as noted below:

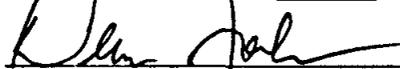
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add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

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

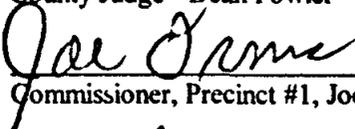
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

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

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.



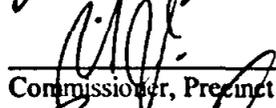
County Judge - Dean Fowler



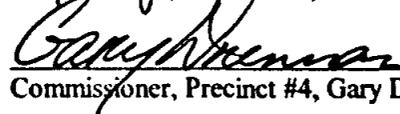
Commissioner, Precinct #1, Joe Orms



Commissioner, Precinct #2, Joe E. Ferguson



Commissioner, Precinct #3, Rick Jackson



Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

FILED  
 ROBIN ROOENBERG  
 COUNTY CLERK

03 MAY 15 AM 11:13

UPSHUR COUNTY, TX.

PRECINCT 1

DATE: May 9, 2003

Formal notice is hereby given that JERRY STANLEY, whose principal address is 1189 Todd Road, Gilmer, TX 75644, does hereby purpose to place a culvert the ROW of County Road Todd. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th of May, 2003. I, Jerry Stanley, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Jerry Stanley  
 TELEPHONE: 903-797-6553

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated May 9, 2003, except as noted below:

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

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

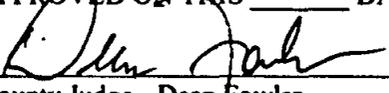
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

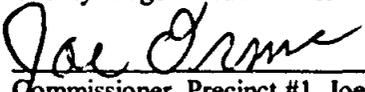
VOL 64 PG 412

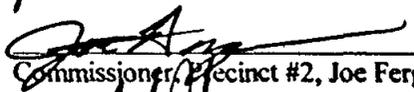
Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right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

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

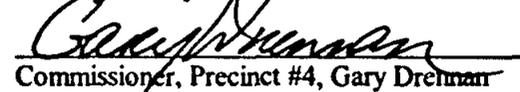
APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drehman

VOL. 64 PG 413

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK

PRECINCT 4

DATE: May 5, 2003

03 MAY 15 AM 11:13

UPSHUR COUNTY, TX.

Formal notice is hereby given that JASON NOLL, whose principal address is ~~2297 County Road~~ 4530, Winnsboro, TX 754495, does hereby purpose to place a culvert within the ROW of County Road where 2088 meets Woodchuck Road (6 ft. on east side and 3 west side). The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of May, 2003. I, Jason Noll, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Jason N. Noll

TELEPHONE: 903-365-3072

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated May 5, 2003, except as noted below:

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

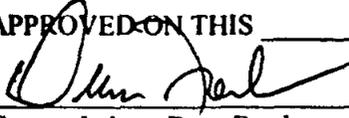
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

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

VOL 64 PG 44

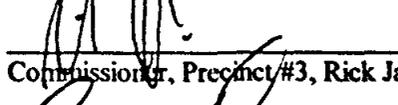
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for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

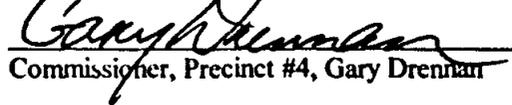
APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe E. Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan



**DEAN FOWLER**  
County Judge  
P.O. Box 790  
Gilmer, Texas 75644  
903-843-4003 Fax: 903-843-0827

May 15, 2003

FILED  
ROBIN ROEDENBERG  
CLERK  
03 MAY 15 AM 11:13  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

Ms Oralia Cardenas, Director  
Texas Community Development Program  
Office of Rural Community Affairs  
P. O. Box 13941, Capitol Station  
Austin, Texas 78711

Contract No. "Pending"

Dear Ms. Cardenas:

Re: Notification of Intent to Proceed with 2002 STEP Project Under the Pre-Agreement Cost Approval Stratagem

This is to notify the Texas Community Development Program (TCDP) that the County of Upshur intends to proceed with our 2002 pending STEP project per the pre-agreement costs stratagem approved by the Office of Rural Community Affairs (ORCA). As a condition of this pre-agreement to obligate funds, we understand and agree to the following:

All applicable State and federal laws; procurement procedures for professional and construction services; TCDP policies and procedures must be followed, including Release of Funds by TCDP after completion of an Environmental Assessment, acquisition requirements, approval of plans and specifications by the Texas Commission for Environmental Quality (TCEQ), and other applicable contract Special Conditions.

ORCA's obligations under this pre-agreement costs stratagem are contingent upon the actual receipt of adequate State or federal funds to meet ORCA's liabilities; and ORCA shall not reimburse any costs under this agreement until such time that the 2002 STEP contract is fully executed with our locality.

Sincerely,

  
Dean Fowler  
County Judge

RESOLUTION  
AUTHORIZING SIGNATORS  
FOR THE TEXAS COMMUNITY DEVELOPMENT PROGRAM

A RESOLUTION OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, AUTHORIZING SIGNATORS FOR THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM.

BE IT RESOLVED THAT THE COMMISSIONERS COURT OF UPSHUR COUNTY DESIGNATES THE FOLLOWING INDIVIDUALS AS SIGNORS FOR THE REQUEST FOR PAYMENT OR PURCHASE VOUCHER FORMS TO BE SUBMITTED TO THE OFFICE OF RURAL COMMUNITY AFFAIRS:

*Dean Fowler*  
Signature

Dean Fowler  
Upshur County Judge  
Name/Title

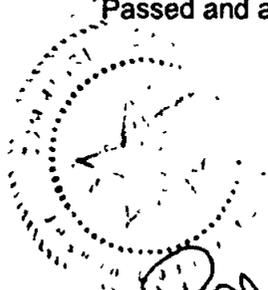
*Pam Long*  
Signature

Pam Long  
Upshur County Auditor  
Name/Title

*Myra Harris*  
Signature

MYRA HARRIS  
Upshur County Treasurer  
Name/Title

Passed and approved this 15<sup>th</sup> day of May, 2003.



*Robin Rodenberg*  
Robin Rodenberg, County Clerk

*Dean Fowler*  
Dean Fowler, County Judge

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:13  
UPSHUR COUNTY, TX.  
DEPUTY

TEXAS COMMUNITY DEVELOPMENT PROGRAM  
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Contractor: UPSHUR COUNTY

TCDP Contract No. Pending

The Financial lending institution listed here will serve as the depository for the Texas Community Development Program contact funds:

First National Bank  
(Name of Lending Institution)

PO Box 520  
(Address)

Wilmer Tx 75644  
(City, State, Zip Code)

Fund Account Number: 8242001

The individuals below are designated by resolution as authorized signators for contractual documents - (At least two (2) Signatories Required)

DEAD FOWLER  
(Name)

Upshur County Judge  
(Title)

[Signature]  
(Signature)

Pam Long  
(Name)

Upshur County Auditor  
(Title)

[Signature]  
(Signature)

MYRA HARRIS  
(Name)

Upshur County Treasurer  
(Title)

[Signature]  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:13  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

DEPUTATION

THE STATE OF TEXAS

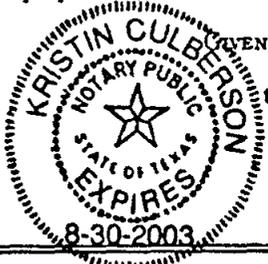
COUNTY OF ... } I, Robin Rodenberg
County Clerk of the County of Upshur and State of Texas, having full confidence in Lory Seahorn of said County, and State, do hereby with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein, nominate and appoint the said Lory Seahorn 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 County Clerk 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 21st day of April 2003

[Signature of Robin Rodenberg]
of Upshur County, Texas.

THE STATE OF TEXAS

COUNTY OF Upshur } BEFORE ME, the undersigned authority in and for Upshur County, Texas, on this day personally appeared Robin Rodenberg Upshur County Clerk 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, Texas, this 21st day of April 2003.

[Signature of Kristin Culbertson]
Notary Public

OATH OF OFFICE

I, Lory Seahorn do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Clerk and for 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 Lory Seahorn

Sworn to and before me, this 21 day of April A. D. 2003



[Signature of Kristin Culbertson]
Notary Public

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  
ROBIN RODENBERG  
CLERK  
03 APR 21 PM 1:21  
OF SHUN COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:13  
OF SHUN COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

DEPUTATION  
OF

No. \_\_\_\_\_

Lory Seahorn

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.

\_\_\_\_\_

**PART I**

**PROFESSIONAL MANAGEMENT AGREEMENT**

This AGREEMENT, entered into this 15th day May, 2003, by and between the COUNTY OF UPSHUR, hereinafter call the "Locality", acting here by Dean Fowler, County Judge, hereunto duly authorized, and Amazing Grants, Inc. hereinafter called "Consultant", acting herein by Mary Kay Thomas, President.

Locality: Upshur County  
P. O. Box 730  
Gilmer, TX 75644

Consultant: Amazing Grants, Inc.  
Mary Kay Thomas  
111 West Gilmer Street  
Big Sandy, TX 75755

Project: 2002 Small Towns Environmental Program (STEP)  
Sharon Water Supply Corp. Project  
Office of Rural Community Affairs (ORCA)

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Sharon Water Supply Corp. under the general direction of the Texas Community Development Program; and Whereas the Locality desires to engage a Consultant. to render certain services in connection with its project. NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence on May 16, 2003. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's TCDP contract.

3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in

Part II, Scope of Services, shall be furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Twenty Seven Thousand Five Hundred and no/100 Dollars (\$27,500.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be paid with TCDP funds.

5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party ay be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

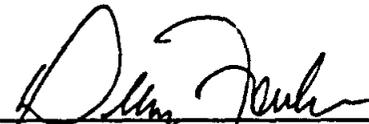
IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THIS HANDS AND SEALS.

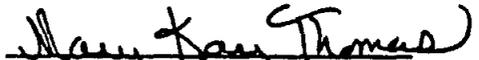
Locality:

UPSHUR COUNTY

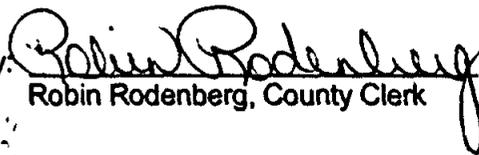
Consultant:

AMAZING GRANTS, INC.

By:   
Dean Fowler, County Judge

By:   
Mary Kay Thomas, President

Attest:

By:   
Robin Rodenberg, County Clerk



**PART II**

**PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Management Firm shall provide the following scope of services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project.
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and ORCA.
7. Prepare and submit to Department documentation necessary for amending the TCDP contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Recipient Disclosure Report form for Locality signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)

13. Maintain TCDP Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either ORCA or HUD.

**B. Financial Management**

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Depository/Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TCDP program income.

**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

**D. Acquisition**

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.

3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

**E. Project Administration During Construction**

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).

- Assist Locality in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
- Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically carry out TCDP contract activities.
- Assist Locality in maintaining adequate documentation or personnel, equipment and materials expended/used and their costs.

2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.

3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.

4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.

5. Request wage rates from Department.

6. Provide sample TCDP contract documents to engineer.

7. Provide sample advertisement for bids to engineer.

8. Make ten-day call to Department.

9. Verify construction contractor eligibility with Department.

10. Review construction contract.

11. Conduct pre-construction conference and prepare minutes.

12. Submit any reports of additional classification and rates to Department.

13. Issue Notice of Start of Construction to Department.

14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

**F. Fair Housing / Equal Opportunity**

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

**G. Relocation (If applicable to the project)**

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in maintaining adequate documentation on personnel, equipment and materials expended/used and their costs.
3. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
4. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
5. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
6. Request wage rates from Department.
7. Provide sample TCDP contract documents to engineer.
8. Assist engineer with preparation of advertisement for bids.
9. Make ten-day call to Department.
10. Verify construction contractor eligibility with Department.

11. Review construction contract.
12. Conduct pre-construction conference and prepare minutes.
13. Submit any reports of additional classification and rates to Department.
14. Issue Notice of Start of Construction to Department.
15. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
16. Process and submit change orders to Department prior to execution.
17. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
18. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

**H. Rehabilitation of Private Property (If applicable)**

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractors).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

**I. Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.

J. Additional STEP Services

1. Prepare materials for documentation for tracking volunteer's participation, time, activities, and benefit to the project.
2. Assist the Locality with any additional documentation required for STEP projects.
3. Maintain picture account of project.

**PART III**

**PAYMENT SCHEDULE**

**PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones Twenty Seven Thousand Five Hundred and no/100 dollars (\$27,500.00) per the following percentages of the maximum contract amount:

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20%
2. Completion of Environmental Clearance	15%
3. Completion of all Acquisition Activities	10%
4. Completion of the Bid/Contract Award Process	5%
5. Submission of Notice of Start of Construction	20%
6. Completion of Construction	20%
7. Filing of all Required Close-out Information	<u>10%</u>
<b>Total</b>	<b>100%</b>

Fee Schedule

1. Milestone #1	\$5,500.00
2. Milestone #2	\$4,125.00
3. Milestone #3	\$2,750.00
4. Milestone #4	\$1,375.00
5. Milestone #5	\$5,500.00
6. Milestone #6	\$5,500.00
7. Milestone #7	<u>\$2,750.00</u>
<b>Total</b>	<b>\$27,500.00</b>

**PART IV****TERMS AND CONDITIONS****PROFESSIONAL MANAGEMENT SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted

without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality,
6. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunity
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

**15. Section 503 Handicapped (if \$2.500 or Over Affirmative Action for Handicapped Workers.**

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
  17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
  18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

1 LED  
 ROBIN ROSENBERG  
 COUNTY CLERK  
 03 MAY 15 AM 11:13  
 WICHITA COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

**PART I**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This AGREEMENT, entered into this 15<sup>th</sup> day May, 2003, by and between the County of Upshur hereinafter called the "Locality", acting here by Dean Fowler, County Judge, hereunto duly authorized, and NRSH, Inc., dba NRS Consulting Engineers, hereinafter called "Firm", acting herein by Stanley R. Hayes, P.E., Principal.

**Locality:** Upshur County  
P. O. Box 730  
Gilmer, TX 75644

**Firm:** NRSH, Inc.  
dba NRS Consulting Engineers  
2126 Alpine  
Longview, TX 75601

**Project:** 2002 Small Towns Environmental Program (STEP)  
Sharon Water Supply Corp. Project  
Office of Rural Community Affairs (ORCA)

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Sharon Water Supply Corp. under the general direction of the Texas Community Development Program; and Whereas the Locality desires to engage an engineer to render certain services in connection with its project. NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence on **May 16, 2003**. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's TCDP contract.

### 3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Engineer by the Locality and its agencies. No charge will be made to Engineer for such information and the Locality and its agencies will cooperate with Engineer in every way possible to facilitate the performance of the work described in the contract.

### 4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty Two Thousand Two Hundred Dollars and No/100 Dollars (\$42,200.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract and will be paid with TCDP funds.

### 5. Indemnification

Engineer shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

### 6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party ay be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

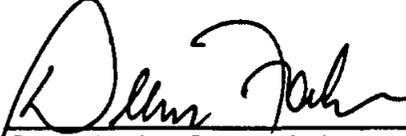
IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THIS HANDS AND SEALS.

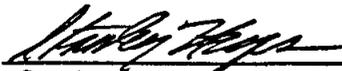
Locality:

UPSHUR COUNTY

Firm:

NRSH Inc. (dba NRS Consulting Engineers)

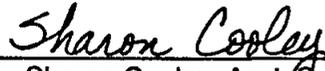
By:   
Dean Fowler, County Judge

By:   
Stanley R. Hayes, Principal

Attest:

By:   
Robin Rodenberg, County Clerk

Attest:

By:   
Sharon Cooley, Asst. Sec.



## PART II

## PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

## SCOPE OF SERVICES

1. Attend preliminary conferences with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the Locality
  - Sharon WSC owns the required property and will supply the property survey.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare railroad/highway permits
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
6. Furnish the Locality 3 copies of the preliminary report, if applicable (additional copies will be furnished to the Locality at direct cost of reproduction);
7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
8. Prepare bid packet/contract documents/advertisement for bids.
9. Notify grant administrator to make 10-day call to confirm prevailing wage decision issued by ORCA.
10. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Accomplish construction Contractor eligibility verification.

14. Conduct pre-construction conference and prepare copy of report/minutes.
15. Issue Start of Construction Notice to ORCA and Notice to Proceed to construction contractor.
16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
17. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
18. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have ORCA approval.
19. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
20. Consult with and advise the Locality during construction, issue to contractors all instructions requested by the Locality; and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to ORCA for approval prior to execution by Locality.
21. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
22. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts, such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents
23. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Locality and approval by ORCA, unless State or local law provides otherwise.
24. Prepare Certificate of Construction Completion and Clean Lien Certificate.
25. Conduct interim/final inspections.
26. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "as built" plans.

#### SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of any subcontractors proposed for the work, including the extent and character of

the work to be done by each.

3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to ORCA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as maybe appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
  - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - (in excess of \$2,000) - Davis-Bacon Act
  - (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
  - a provision recognizing 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.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which

indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, ORCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

PART III

PAYMENT SCHEDULE

PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse Firm a total of Thirty Eight Thousand Two Hundred and No/100 Dollars (\$38,200.00) for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
1. Approval of Preliminary Engineering Plans and Specifications by Locality	35%
2. Approval of Plans and Specifications by Regulatory Agency(ies)	35%
3. Completion of bid advertisement and contract award	15%
4. Issue Notice of Start of Construction	5%
5. Completion of Final Closeout Assessment and submittal of "As Builts"	5%
6. Completion of final inspection and acceptance by the Locality	<u>5%</u>
<b>Total</b>	<b>100%</b>

Special Services

The fee for all Special Services shall not exceed a total of Four Thousand and No/100 Dollars (\$4,000 00). The payment for these Special Services shall be a lump sum per the following schedule:

1. The Engineer shall be paid upon completion of surveying and necessary field data acquisition, if applicable, the sum of Four Thousand and No/100 Dollars (\$4,000 00).

**PART IV**

**TERMS AND CONDITIONS**

**PROFESSIONAL ENGINEERING SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract
4. Personnel
- a. The Firm represents that she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted

without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto. Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality,
6. Reports and Information The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570 490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations
8. Findings Confidential All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm
10. Compliance with Local Laws The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunity
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2 500 or Over Affirmative Action for Handicapped Workers

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance
16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

# TEXAS ASSOCIATION OF COUNTIES

1204 San Antonio • Austin, TX 78701

P.O. Box 2131 • Austin, TX 78768-2131



Sam D. Seale • Executive Director

May 2, 2003

To: County Judges

From Sam Seale, Executive Director  
Texas Association of Counties

Re. State Budget Crisis

Attached to this memo is a resolution calling on county officials to urge our state legislators to seek a statewide solution to their budget crisis – including passage of state revenue increases – if that is what is necessary to protect local property taxpayers from county tax increases. Also enclosed is a similar, sample resolution that you may wish to place before your commissioners court as soon as feasible. Time is of the essence in this matter – House and Senate conferees are now actively seeking to work out the differences between their versions of the budget, and it is very likely that they will take action in the next three weeks. Now is the time for you to take action, both by contacting your representatives and senators directly and by making a point to inform your local newspapers and television media that the state may well solve its budget problems by shifting the burdens to county government.

Also in the mail today is the May 2 edition of County Issues. In it will be several articles to update you on the latest details of the legislative budget versions. If you have questions, please do not hesitate to call me, TAC Governmental Relations Director Carey Boethel or Legislative Manager Sue Glover at 800-456-5974.

FILED  
ROBIN RUDENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:13  
BY \_\_\_\_\_  
DEPUTY  
W. S. H. COUNTY, TX.

## Resolution

WHEREAS the Texas House of Representatives and Texas Senate have worked diligently to overcome a state budget shortfall of \$10 billion during the current biennium cycle of the Texas Legislature; and

WHEREAS the budgets passed in late April by each chamber of the Legislature seek to address the shortfall with budget reductions throughout state programs, such as health care and criminal justice; and

WHEREAS the finalization of the state budget now moves to a legislative conference committee composed of capable Senators and Representatives; and

WHEREAS the successful operation of Texas county government is closely tied to the state budget and the effective implementation of state laws and programs; and

WHEREAS the state budget reductions to health care and criminal justice will greatly affect the counties' abilities to carry out state and federal mandates in those programs; and

WHEREAS the health care reductions will necessitate counties and their public health facilities to treat increased numbers of indigent and uninsured patients at local taxpayers' expense; and

WHEREAS the criminal justice reductions will necessitate counties and their jails to house growing numbers of criminal offenders at local taxpayers' expense, and

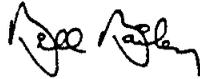
WHEREAS county government in Texas wishes to be an effective partner in assisting the state in addressing its budget constraints, and

WHEREAS county government in Texas wishes to protect local property taxpayers from escalating ad valorem tax rates;

NOW THEREFORE BE IT RESOLVED that the Texas Association of Counties and its Executive Committee do hereby call upon county officials throughout the state to encourage the Texas Legislature to seek a statewide solution to the budget crisis, instead of passing the burden to counties and their ad valorem taxpayers; and

NOW THEREFORE BE IT RESOLVED that the Texas Association of Counties and its Executive Committee do hereby enlist all county officials to advocate to the Texas Legislature passage of state revenue increases that would more evenly spread the burden of costs across the state and better protect local ad valorem taxpayers

APPROVED THIS 1<sup>st</sup> DAY OF MAY, 2003.



BILL BAILEY, HARRIS COUNTY  
PRESIDENT, TEXAS ASSOCIATION OF COUNTIES

## Resolution

WHEREAS the Texas House of Representatives and Texas Senate have worked diligently to overcome a state budget shortfall of \$10 billion during the current biennium cycle of the Texas Legislature, and

WHEREAS the budgets passed in late April by each chamber of the Legislature seek to address the shortfall with budget reductions throughout state programs, such as health care and criminal justice, and

WHEREAS the finalization of the state budget now moves to a legislative conference committee composed of capable Senators and Representatives; and

WHEREAS the successful operation of Texas county government is closely tied to the state budget and the effective implementation of state laws and programs; and

WHEREAS the state budget reductions to health care and criminal justice will greatly affect the counties' abilities to carry out state and federal mandates in those programs; and

WHEREAS the health care reductions will necessitate counties and their public health facilities to treat increased numbers of indigent and uninsured patients at local taxpayers' expense; and

WHEREAS the criminal justice reductions will necessitate counties and their jails to house growing numbers of criminal offenders at local taxpayers' expense; and

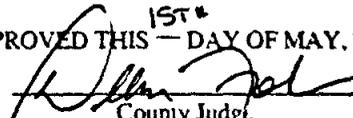
WHEREAS county government in Texas wishes to be an effective partner in assisting the state in addressing its budget constraints; and

WHEREAS county government in Texas wishes to protect local property taxpayers from escalating ad valorem tax rates:

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ County Commissioners Court does hereby call upon the Texas Legislature to seek a statewide solution to the budget crisis, instead of passing the burden to counties and their ad valorem taxpayers; and

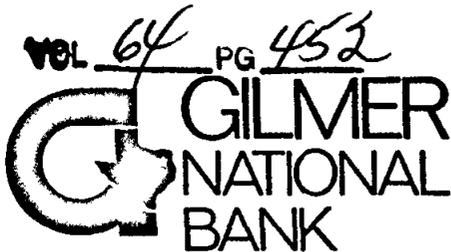
NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ County Commissioners Court does hereby urge the Texas Legislature to consider passage of state revenue increases that would more evenly spread the burden of costs across the state and better protect local ad valorem taxpayers.

APPROVED THIS <sup>15<sup>th</sup></sup> DAY OF MAY, 2003.

  
County Judge  
Upshur County

  
COMMISSIONER  
  
COMMISSIONER

  
COMMISSIONER  
  
COMMISSIONER



Gary Patterson  
President and CEO

April 23, 2003

The Honorable Dean Fowler  
Upshur County Judge  
P. O. Box 730  
Gilmer, Texas 75644

Dear Judge Fowler,

Enclosed is the depository bid of Gilmer National Bank for the funds of Upshur County. This bid is submitted for your consideration for either a two or four year term. It is understood that the term of the contract will be determined at the time the bid is awarded. Along with the bid, I have attached a cashier's check payable to the Upshur County Treasurer in the amount of \$58,000.00 as requested for good faith and the signed affidavit to the County.

We have also enclosed a copy of our most recent FFIEC report and our daily financial statement as of today's date reflecting our bank's paid up capital and permanent surplus. Please note that as of April 23, 2003, our Capital Stock is \$500,000.00, Surplus is \$1,500,000.00 and Undivided Profits are \$17,169,526.56.

We at Gilmer National Bank are pleased to have the opportunity to bid on the County funds and would like to be able to provide banking services for Upshur County for the next two year or four year term.

Sincerely,

Gary Patterson  
President & CEO

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 MAY 15 AM 11:13  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

APPLICATION FOR DEPOSITORY  
OF FUNDS OF THE COUNTY OF  
UPSHUR, TEXAS  
May 2003 to May 2005

The Upshur County Commissioners' Court under the authority given by Article 2544, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 thru 116.155 as past by the 70th leg. 1987, will receive applications form banks in Upshur County desiring to be designated as the County Depository for the next two years beginning May 2003 thru May 2005. Also, under authority given by Article 2558a, et. seq , of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.000 thru 117.084 as past by the 70th Leg , 1987, applications will be received from banks in Upshur County desiring to be designated as Depository for Trust Funds in possession of the County and District Clerk's offices for the next two years beginning May 2003 and ending May 2005.

Under section 116.021 of the Local Government Code the County may choose to contract with the successful bank or banks for four years instead of two years.

The following pages will serve as the specifications for the bids. Proposals can be submitted on the following form or the bidders own letterhead. however; please follow the same form in answering questions.

The bid will consist of four sections.

- |            |   |
|------------|---|
| Section #1 | General Operating Funds of Upshur County              |
| Section #2 | County Clerk and District Clerk Trust Funds           |
| Section #3 | Permanent and Available School Funds of Upshur County |

If any bidder has questions about the bid, please contact Myra Harris, County Treasurer, 843-4027.

**SECTION I - GENERAL OPERATING FUNDS OF UPSHUR COUNTY**

**1. Bid requirements:**

- (A) Bids for County Depository must be accompanied by a CERTIFIED CHECK OR CASHIER'S CHECK for not less than one-half (1/2) of one percent (1%) of the County's Revenue for the preceding fiscal year, said check being in the amount of \$58,000.00.
- (B) Bidder must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application as stated under chapter 116.023 of the Local Government Code.
- (C) Bidder must also file with the County a copy of the most recent Federal Financial Institution Examination Council Form 032 report. The FFIEC form 032 report shall be a continuing quarterly reporting requirement of the Depository Bank.
- (D) Bidder must comply with Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989 regarding certain requirements to validate a collateral agreement.

**2. Money Market Deposits, and Interest Bearing Checking Accounts**

- (A) **Money Market Deposit Accounts**  
Please bid a fixed or variable rate for Money Market Deposit Accounts.

Fixed Rate N/A %

Variable Rate N/A %

What will the minimum balance be \$ \_\_\_\_\_

- (B) **Money Market Checking Accounts**

Please bid a fixed or variable rate for Money Market Checking Accounts.

Fixed Rate N/A %

Variable Rate N/A %

What will the minimum balance be \$ \_\_\_\_\_

(C) NOW Checking Accounts

Please bid a fixed or variable rate for NOW Checking Accounts.

Fixed Rate N/A %

Variable Rate Regular Rate % currently yielding 1.77%

What will the minimum balance be \$1,000.00

3. Investments

(A) Depository Bank Certificates of Deposits

(1) Fixed Rate No Bid

Term (Days)	\$100,000 or more	Less than \$100,000
7-29	N/A %	N/A %
30-59	N/A %	N/A %
60-89	N/A %	N/A %
90-179	N/A %	N/A %
180-364	N/A %	N/A %
365+	N/A %	N/A %

(2) Variable Rate

Term (Days)	\$100,000 or more	Less than \$100,000
7-29	6 month treasury bill, less .25%	6 month treasury bill, less .25%
30-59	6 month treasury bill, less .25%	6 month treasury bill, less .25%
60-89	6 month treasury bill, less .25%	6 month treasury bill, less .25%
90-179	6 month treasury bill, less .25%	6 month treasury bill, less .25%
180-164	6 month treasury bill, less .25%	6 month treasury bill, less .25%
365+	6 month treasury bill	6 month treasury bill

State Floor 1.25%

(B) Investments made outside the Depository Bank

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

4. Other Services and Supplies

	Yes	No	Fee
(A) Will bidder furnish Wire Transfer service?	<u>X</u>	___	<u>No charge</u>
(B) Will bidder charge Service Charge on any of County's accounts?	___	<u>X</u>	___
(C) Will bidder furnish deposit slips and deposit	<u>X</u>	___	<u>No charge</u>
(D) Will bidder furnish night depository services including bags and keys?	<u>X</u>	___	<u>No charge</u>
(E) Will bidder furnish optical imaging: checks (front and back) and deposit slips?	<u>X</u>	___	<u>No charge</u>
(F) Will bidder furnish coin counting and wrapping of all change and currency wrappers?	<u>X</u>	___	<u>No charge</u>
(G) Will bidder furnish Safe Deposit Boxes of adequate size and number in a bank in Gilmer?	<u>X</u>	___	<u>No charge</u>
(H) Will bidder charge for stop payments issued?	___	<u>X</u>	___
(I) Will bidder furnish County with Cashiers Checks as needed?	<u>X</u>	___	<u>No charge</u>
(J) Will bidder charge for accounts overdrawn for short periods of time?	<u>X</u>	___	<u>No charge</u>

- (K) Will bidder furnish County with all checks that are necessary?   No charge
- (L) Should Upshur County consider accepting Visa and Master Card for payment - what would be the charge to the County? We no longer handle Visa and Mastercard merchant transactions.
- (M) Will bidder furnish County with Courier Service?   No charge
- (N) Will the Depository bank credit all cash, check, money orders, etc., direct to the account of Upshur County on the day of deposit by Upshur County?
- (O) Will bidder provide Direct Deposit Payroll service for Upshur County's employees?
- (P) Do you offer on-line banking?
- (Q) List additional services for consideration:

List additional services for consideration:

Telebank, Internet banking, Internet bill paying (there is a fee for this service), Fedline wire service, ATM, imaging of checks and deposits.

5. The bidder further understands and agrees to the following:

That if the County has a portion of its fund invested in Time Deposits in the current depository bank and that all such Time Deposits bearing maturity dates subsequent to May 2003 shall remain in the current depository bank until maturity date.

6. The bidder further understands and agrees to the following:

That the County will leave enough money in the present depository bank to cover outstanding checks in all funds. After ninety days, any remaining balance will then be transferred at that time.

7. The bidder will need to pledge securities of \$10,800,000.00 for the General Operating Funds of the County at this time, please list how deposits will be secured, but may have to raise or lower these securities during the next years. Gilmer National Bank will pledge U.S. Treasury and U.S. Government Agency securities held by Bank One, Dallas, Texas, in the required amount. Please note that the above figures are subject to change Upon acceptance as a Depository for Upshur County, the County Treasurer will get with the bank and of over the necessary securities The above figure could be higher or lower.

The Depository Bank will provide monthly reporting of the Market Value of securities pledge to Upshur County.

All securities pledged to Upshur County from the Depository Bank must be held in a third party financial institution, or with a Federal Reserve Bank. All securities pledged must meet the requirements of the County's Investment Policy.

The Depository Bank is responsible for notifying the County of any deficiencies in its pledged securities on a daily basis, as well as obtaining additional securities to cover the deficiency. Due to sizable changes that occur in the balances of the County's bank accounts, the County would prefer a cushion of at least \$1 million in securities over the required amount be pledged in order to prevent a deficiency from occurring.

NOTE: Also, please attach a list of all customer automated cash management products your bank will provide upon request to Upshur County during the term of this contract and the cost, if any. Telebank; Internet banking including bill paying at [www.gilmernationalbank.com](http://www.gilmernationalbank.com); automated teller machine

10. Interest Rate Charged on County Borrowing

Please state the interest rate and terms on new borrowing \_\_\_\_\_

Wall Street Prime Rate less .50%

SECTION II - UPSHUR COUNTY CLERK AND DISTRICT CLERKS TRUST FUNDS

(A) The bidder also agrees to item 1 -10 in Section I.

Gilmer National Bank agrees to these items.

**SECTION III - PERMANENT AND AVAILABLE SCHOOL FUNDS OF UPSHUR COUNTY**

(A) The bidder also agrees to items 1 - 10 in Section I.

Gilmer National Bank agrees to these items.

During the term of the contract, the County will require monthly statements, with canceled checks, on all accounts it has established with the Depository. Each statement will be provided to the County as quickly as possible each week and at the close of each month. In no case should this be longer than five working days after calendar month-end All checks are imaged. We do not provide the original cancelled checks, only copies front and back.

During the term of the contract, the County will require daily reporting of cash balances in each of the accounts it has established with the Depository, plus the amount of CD's issued to Upshur County.

Bids shall be placed in a sealed envelope and plainly marked "Bid on County's Depository" and delivered or mailed to the office of the County Judge, P.O. Box 730, Gilmer, Texas 75644 by April 30, 2003.

Bids will be opened at the Upshur County Commissioners Court, Gilmer, Texas on May 15, 2003 at the 10:00 a.m. meeting.

The Commissioners' Court shall have the power to determine and designate which funds shall be demand deposits and which shall be time deposits. Checks shall be returned when the statutory bond and/or security has been filed.

Date this the 24th Day of April, 2003

BIDDER Gilmer National Bank

By Harry Patterson

TITLE President & CEO

AFFIDAVIT

STATE OF TEXAS

COUNTY OF UPSHUR

Before me the undersigned authority on this the 24th day of April

20 03, personally appeared Gary Patterson

who being duly sworn deposes and says that he signed the above instrument for the purpose and considerations herein expressed.



Kim Wace  
Notary Public Signature

Notary Public in and for Upshur County, Texas

My commission expires 10-26-04

NOTE: Bids not notarized will not be considered.

**PLEASE NOTE CAREFULLY**

**THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID.**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID.**

**ANY EXCEPTIONS THERE TO MUST BE IN WRITING**

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extended and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FORM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt for Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Excise Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired.

GILMER NATIONAL BANK  
 B A L A N C E S H E E T  
 FOR THE MONTH AND PERIOD  
 APRIL 23, 2003  
 A S S E T S

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
<b>CASH &amp; CASH ITEMS</b>					
10100 CASH	1,392,962.58	1,432,881.25	1,322,085.02	1,342,813.41	9,343.53-
10600 CASH ITEMS IN TRANSIT	7,500.00	26,735.16	14,822.14	6,548.74	7,500.00
10800 OTHER ITEMS IN TRANSIT	943.96		3,580.81	719.20	
TOTAL CASH & CASH ITEMS	1,401,406.54	1,459,616.41	1,340,487.95	1,350,081.35	1,843.53-
<b>DUE FROM DEPOSITORY INSTITUTES</b>					
11100 FEDERAL RESERVE	900,121.24	1,914,993.70	1,457,058.72	1,623,066.06	282,917.80-
11200 CLOSED (BANK OF AMERICA)		31,887.08			
11300 CLOSED-USE 15300 BANK1 CLEARING		87,312.82	84,418.43		
11400 BANK 1 ONE	100,000.00		100,000.00	100,000.00	
11500 TEXAS INDEPENDENT BANK/DALLAS	55,910.22	41,737.10	53,975.61	55,419.34	222.77
TOTAL CASH/NON-INTEREST BEARING	2,457,438.00	3,535,547.11	3,035,940.65	3,128,566.77	284,538.56-
12400 CD'S WITH S&L'S	9,467,000.00	8,661,595.00	9,170,655.90	9,436,981.32	
TOTAL CASH & DUE DEPOSITORY	11,924,438.00	12,197,142.11	12,206,596.60	12,565,548.06	284,538.56-
<b>SECURITIES</b>					
13100 AGENCIES MTM	2,135,598.14	4,114,133.02	3,187,563.14	2,513,284.35	
13200 AGENCIES AFS	47,441,210.17	43,334,076.10	42,949,280.34	44,993,384.09	2,000,000.00
13300 GOVERNMENTS MTM					
13400 GOVERNMENTS AFS	1,002,529.43	1,001,551.48	1,002,801.14	1,002,529.43	
13700 MUNICIPAL BONDS MTM	12,255,553.08	10,996,921.17	12,055,566.71	12,245,168.50	
13800 UNREALIZED GAIN/LOSS AVS SEC.	716,995.45	59,959.20-	637,039.28	716,995.45	
TOTAL SECURITIES	63,551,886.27	59,386,722.57	59,832,250.62	61,471,361.80	2,000,000.00
<b>MONEY MARKET INSTRUMENTS</b>					
15200 BANK*1*ONE FED FUNDS	17,353,118.34	5,210,000.00	14,179,984.76	17,088,825.69	510,420.47
15300 BANK*1* CLEARING (FED FUNDS)	2,303,937.92-		469,708.38	30,734.79	2,509,858.16-
15500 TIB FED FUNDS	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	
TOTAL MONEY MARKET INSTRUMENTS	16,049,180.42	6,210,000.00	15,558,245.48	18,119,560.49	1,999,437.69-
<b>LOANS</b>					
16100 LOAN CLEARING	113,343.06	70,041.96	5,034.65	22,861.07	87.71-
16200 CONSUMER LOANS	35,268,559.67	31,424,826.13	33,781,602.10	34,145,809.21	423,248.71
16300 COMMERCIAL LOANS	7,849,009.50	8,403,200.36	8,879,449.43	8,493,214.45	13,293.58
16400 MUNICIPAL LOANS	1,608,447.60		1,592,912.74	1,452,270.65	6,226.02-
16500 MORTGAGE LOANS	31,473,245.47	29,971,243.32	31,587,310.22	31,753,812.76	3,133.21-
16600 AGRICULTURAL LOANS	10,006,871.08	10,067,809.95	9,904,814.79	10,162,950.49	7,346.30
TOTAL LOANS	86,319,476.38	79,937,121.72	85,751,123.95	86,030,918.65	434,441.65
16800 OVERDRAFTS	85,593.96	146,158.18	111,679.69	80,348.26	2,528.66
16801 1/L UNEARNED DISCOUNT INCE	3,226,530.37-	3,192,686.50-	3,196,113.47-	3,227,688.16-	1,799.27
LOANS, NET OF UNEARNED INCOME	83,178,539.97	76,890,593.40	82,666,690.17	82,883,578.75	438,769.58
16900 LOAN LOSS RESERVE	1,205,995.71-	1,058,823.70-	1,228,862.95-	1,215,821.98-	
LOANS, NET OF U.I. & RESERVES	81,972,544.26	75,831,769.70	81,437,827.19	81,667,756.78	438,769.58

GILMER NATIONAL BANK  
 B A L A N C E S H E E T  
 FOR THE MONTH AND PERIOD  
 APRIL 23, 2003  
 A S S E T S

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	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
<b>PREMISES AND FIXED ASSETS</b>					
17150 BANKING HOUSE	1,917,377.48	1,977,017.48	1,917,377.48	1,917,377.48	
17200 LAND	252,000.00	252,000.00	252,000.00	252,000.00	
17550 FURNITURE & FIXTURES	461,618.52	519,588.09	457,654.79	461,107.62	
TOTAL PREMISES & FIXED ASSETS	2,630,996.00	2,748,605.57	2,627,032.27	2,630,485.10	
<b>OTHER REAL ESTATE OWNED</b>					
17600 OTHER REAL ESTATE	98,782.88	104,286.05	76,739.86	98,782.88	
17601 OREO DISPOSAL COST RESERVE					
TOTAL OTHER REAL ESTATE OWNED	98,782.88	104,286.05	76,739.86	98,782.88	
<b>OTHER ASSETS</b>					
17700 REPOSSESSED ASSETS	100,133.01	107,413.79	109,270.97	103,671.72	
17800 PRE-PAID SUPPLIES	4,400.00	5,600.00	4,594.70	4,443.47	
18300 PREPAID SUBSCRIPTIONS	20,808.00		20,808.00	20,808.00	
18350 PRE-PAID INSURANCE	6,787.00	13,574.00	6,787.00	6,787.00	
18400 PRE-PAID TICKET SALES	4.91	.09-	4.91	4.91	
18500 SUSPENSE	1,686.12-	709.10-	600.87	25.41	1,000.00-
19000 ATM SUSPENSE ACCOUNT	4,140.00	1,110.00-	2,601.42	5,326.09	660.00
19500 ACCRUED MUNICIPAL BOND	137,336.06	143,933.70	154,222.42	122,256.82	1,594.66
19600 ACCRUED U. S. GOVT. BOND	450,720.30	567,583.45	477,726.91	450,833.56	5,786.11
19650 ACCRUED S&L C/D INTEREST	17,020.73	34,991.15	24,281.02	17,956.84	
SUB-TOTAL	739,663.89	871,276.90	800,898.20	732,113.82	7,040.77
19700 ACCRUED INTEREST RECEIVABLE IENC	1,224,304.12	1,124,995.98	1,214,794.04	1,227,945.99	6,570.49
19750 FEDERAL RESERVE BANK STOCK	60,000.00	60,000.00	60,000.00	60,000.00	
19760 DEFERRED TAX RECEIVABLE	269,789.00	214,144.34	261,514.57	269,789.00	
19770 DEFERRED TAX ON SECURITIES					
TOTAL OTHER ASSETS	2,293,757.01	2,270,417.22	2,337,206.80	2,289,848.79	13,611.26
<b>GRAND TOTAL ASSETS</b>	<b>178,521,584.84</b>	<b>158,748,943.22</b>	<b>174,075,898.77</b>	<b>178,843,343.91</b>	<b>168,404.59</b>

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GILMER NATIONAL BANK  
 B A L A N C E S H E E T  
 FOR THE MONTH AND PERIOD  
 APRIL 23, 2003  
 L I A B I L I T I E S

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
<b>DEMAND DEPOSITS</b>					
20100 INDIVIDUAL DEPOSIT ACCOUNTS	12,461,008.16	11,844,906.08	11,749,303.40	12,447,228.98	420,542.92
20150 ATM CLEARING		7,468.08-	2,428.40-	3,468.79-	
20200 N.O.W. DEPOSITS	5,431,947.69	5,105,597.98	5,402,669.31	5,432,834.79	62,871.49
20300 MONEY MARKET DDA ACCOUNT	3,555,533.54	3,395,742.73	3,828,095.50	3,776,157.69	104,448.75-
20400 SUPER NOW DDA ACCOUNT	11,772,767.43	11,194,958.18	12,012,875.43	12,397,052.52	173,081.00-
20410 DDA NONPOST DEBITS	31,798.02-	61,228.28-	47,531.81-	34,544.45-	13,731.91
20420 DDA NONPOST CREDITS			132.66	297.53	
20450 ESCROW DEPOSIT ACCOUNT	39,317.96	89,105.53	9,169.30-	36,119.72	1,537.30
20460 ORIGINATION FEE HOLDING	3,091.16	4,503.18	2,898.85	3,030.80	1.25-
TOTAL CHECKING ACCOUNTS	33,231,867.92	31,566,117.32	32,936,845.62	34,054,701.77	221,152.62
<b>U. S. DEPOSIT SERIES E SALES</b>					
20500 U. S. DEPOSIT SERIES E SALES		50.00	1,720.99	76.09	150.00-
20600 U. S. TREASURY TAX & LOAN		10,540.55	6,314.19	4,590.89	453.90-
22000 CASHIER CHECKS OUTSTANDING	329,036.68	814,344.73	454,974.66	416,749.77	103,876.31
22200 C/D INTEREST CHECKS	13,684.21	13,171.98	21,424.40	20,947.91	2,679.86-
22300 EXPENSE CHECKS OUTSTANDING	4,487.04	2,710.60	10,469.90	17,021.26	2,194.53-
TOTAL DEMAND DEPOSITS	33,579,075.85	32,406,929.18	33,431,749.76	34,514,087.70	319,550.64
<b>TIME DEPOSITS</b>					
23100 SAVINGS DEPOSITS	15,306,913.94	11,645,390.24	14,798,017.38	15,340,179.21	1,585.60-
23110 SAVINGS NONPOST DEBITS	10.00-		447.89-	161.05-	10.00-
23120 SAVINGS NONPOST CREDITS	60.00		135.02	142.41	60.00
SAVINGS TOTAL	15,306,963.94	11,645,390.24	14,797,704.51	15,340,160.59	1,535.60-
23300 C/D'S > 100M	48,360,617.33	39,100,930.85	46,203,758.23	48,126,077.57	779.67
23350 IRA C/D'S	6,909,585.27	7,378,327.52	6,852,679.50	6,908,592.43	1,128.55
23360 IRA C/D'S > 100M	1,441,652.62		1,260,321.18	1,425,251.67	
23400 CERTIFICATES OF DEPOSIT	46,975,849.30	43,341,412.49	45,940,285.64	47,035,744.35	171,991.56-
23410 C/D NONPOST DEBITS			340.73-		
23420 C/D NONPOST CREDITS					
C/D TOTAL	103,687,704.52	89,820,670.86	100,256,703.86	103,495,666.00	170,083.34-
24100 STATE OF TEXAS TIME DEPOSITS	3,000,000.00	4,000,000.00	3,867,256.65	3,347,826.09	
TOTAL TIME DEPOSITS	121,994,668.46	105,466,061.10	118,921,664.99	122,183,652.67	171,618.94-
TOTAL DEPOSITS	155,573,744.31	137,872,990.28	152,353,414.76	156,697,740.37	147,931.70
<b>LIABILITIES FOR BORROWED MONEY</b>					
25200 SECURITIES SOLD UNDER REPURCHASE	2,220,000.00	2,000,000.00	1,482,920.34	1,474,347.84	
25300 FED FUNDS BORROWED					
*****TOTAL*****	2,220,000.00	2,000,000.00	1,482,920.34	1,474,347.84	

GILMER NATIONAL BANK  
 BALANCE SHEET  
 FOR THE MONTH AND PERIOD  
 APRIL 23, 2003  
 LIABILITIES

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	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
<b>OTHER LIABILITIES</b>					
26200 TAX WITHHELD	46.89	70.74	42.11	33.65	
26600 DDA ACCRUED INTEREST PAYABLE	14,040.59	15,249.36	15,328.26	14,814.35	986.27-
26800 C/D ACCRUED INTEREST PAYABLE	620,579.26	760,729.51	558,655.36	613,713.26	3,714.40
26805 SVG ACCRUED INTEREST PAYABLE	21,742.70	25,561.15	34,763.58	11,472.01	840.54
TOTAL ACCRUED INTEREST PAYABLE	656,409.44	801,610.76	608,789.27	640,032.26	3,568.67
27000 ACCRUAL INCOME TAX	3,260.39	40,282.96	79,778.08	104,347.35	
27100 RETIREMENT BENEFITS ACCRUAL	23,174.00	24,719.15	10,942.65	23,174.00	
27200 DEPRECIATION ACCRUAL	38,700.00	60,000.00	19,635.41	38,700.00	
27300 ACCRUAL AD VALOREM	23,175.00	24,160.00	11,758.39	23,175.00	
27400 ACCRUAL FOR DIRECTORS' FEES	36,810.00	47,120.00	18,676.47	36,810.00	
27450 ACCRUAL FOR DEC. PAYROLL BONUS	26,727.00	34,540.00	13,560.63	26,727.00	
27460 ACCRUAL FOR PAYROLL			3,539.83		
27500 ACCRUAL MAINTENANCE CONTRACTS	1,213.99	3,272.92	6,763.14	1,213.99	
27650 ACCRUAL FOR COMPTROLLER	1,160.18-	4,739.69	1,824.57-	1,160.18-	
27730 ACCRUAL FOR FRANCHISE TAX	22,985.88	6,907.88	20,030.14	22,985.88	
27760 ACCRUAL FOR BOND/LIAB./INS.	6,900.00	5,600.00	3,500.90	6,900.00	
27800 ACCRUAL INTERNET LICENSE YR FEE	3,123.00		1,584.54	3,123.00	
27850 DEFERRED TAX ON SECURITIES	243,778.45	20,386.12-	216,593.38	243,778.45	
27860 DEFERRED FRANCHISE TAX REFUND					
TOTAL OTHER LIABILITIES	1,085,096.97	1,032,567.24	1,013,328.13	1,169,806.74	3,568.67
<b>RESERVES</b>					
28400 LOSSES ON SECURITIES RESERVE					
GRAND TOTAL LIABILITIES	158,878,841.28	140,905,557.52	154,849,663.23	159,341,894.95	151,500.37
<b>CAPITAL ACCOUNTS</b>					
29200 UN-REALIZED GAIN/LOSS	473,217.00	39,573.08-	420,445.93	473,217.00	
29300 CAPITAL STOCK	500,000.00	500,000.00	500,000.00	500,000.00	
29400 SURPLUS	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
29500 UNDIVIDED PROFITS	16,432,144.42	15,262,083.94	16,432,144.42	16,432,144.42	
TOTAL CAPITAL ACCOUNTS	18,905,361.42	17,222,510.86	18,852,590.35	18,905,361.42	
NET CURRENT EARNINGS	737,382.14	620,874.84	373,645.23	596,087.56	16,904.22
TOTAL LIABILITIES AND CAPITAL	178,521,584.84	158,748,943.22	174,075,898.77	178,843,343.91	168,404.59

Federal Financial Institutions Examination Council

1

Please refer to page 1,  
Table of Contents, for  
the required disclosure  
of estimated burden.

Consolidated Reports of Condition and Income for  
A Bank With Domestic Offices Only—FFIEC 041

Report at the close of business March 31, 2003

20030331  
(RCRI 9999)

This report is required by law 12 U S C §324 (State member banks), 12 U S C §1817 (State nonmember banks); and 12 U S C. §161 (National banks)

This report form is to be filed by banks with domestic offices only. Banks with foreign offices (as defined in the instructions) must file FFIEC 031.

NOTE The Reports of Condition and Income must be signed by an authorized officer and the Report of Condition must be attested to by not less than two directors (trustees) for State nonmember banks and three directors for State member and National banks

The Reports of Condition and Income are to be prepared in accordance with Federal regulatory authority instructions.

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct

I, Roy A. Harris, Cashier/Vice-President

Name and Title of Officer Authorized to Sign Report

of the named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief

*Roy A. Harris*  
Signature of Officer Authorized to Sign Report

W. F. Patterson *Mr. W. F. Patterson*  
Director (Trustee)

Edwin P. Herrmann *Edwin P. Herrmann*  
Director (Trustee)

Steve Stewart *Steve Stewart*  
Director (Trustee)

4/17/2003  
Date of Signature

Submission of Reports

(if other than EDS) must transmit the bank's computer data file to EDS

Each bank must prepare its Reports of Condition and Income either

For electronic filing assistance, contact EDS Call Report Services, 2150 N Prospect Ave., Milwaukee, WI 53202, telephone (800) 255-1571.

- (a) in electronic form and then file the computer data file directly with the banking agencies' collection agent, Electronic Data Systems Corporation (EDS), by modem or on computer diskette, or
- (b) in hard-copy (paper) form and arrange for another party to convert the paper report to electronic form. That party

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach this signature page (or a photocopy or a computer-generated version of this page) to the hard-copy record of the completed report that the bank places in its files

FDIC Certificate Number

03219  
(RCRI 9050)

Gilmer National Bank  
Legal Title of Bank (TEXT 9010)

Gilmer  
City (TEXT 9130)

TX 75644-0460  
State Abbrev (TEXT 9200) Zip Code (TEXT 9220)

## Consolidated Reports of Condition and Income for A Bank With Domestic Offices Only

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### Disclosure of Estimated Burden

The estimated average burden associated with this information collection is 37 0 hours per respondent and is estimated to vary from 15 to 550 hours per response, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D C 20503, and to one of the following.

#### Secretary

Board of Governors of the Federal Reserve System  
Washington, D C. 20551

Legislative and Regulatory Analysis Division  
Office of the Comptroller of the Currency  
Washington, D C 20219

Assistant Executive Secretary  
Federal Deposit Insurance Corporation  
Washington, D C. 20429

For information or assistance, National and State nonmember banks should contact the FDIC's Reports Analysis and Quality Control Section, 550 17th Street, NW, Washington, D C 20429, toll free on (800) 688-FDIC(3342), Monday through Friday between 8 00 a m. and 5 00 p m., Eastern time. State member banks should contact their Federal Reserve District Bank.

### Report of Condition

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Schedule RC-A - Cash and Balances Due From Depository Institutions (to be completed by selected banks)	RC-3
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Schedule RC-C - Loans and Lease Financing Receivables: Part I Loans and Leases Part II Loans to Small Businesses and Small Farms (to be completed for the June report only, not included in the forms for the September and December reports)	RC-6, 7 RC-7a, 7b
Schedule RC-D - Trading Assets and Liabilities (to be completed only by selected banks)	RC-8
Schedule RC-E - Deposit Liabilities	RC-9, 10
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Optional Narrative Statement Concerning the Amounts Reported in the Reports of Condition and Income	RC-30
Special Report (to be completed by all banks)	

**Emergency Contact Information**

This information is being requested so the Agencies can distribute critical, time sensitive information to emergency contacts at banks. Please provide primary contact information for a senior official of the bank who has decision-making authority. Also provide information for a secondary contact if available. Enter "none" for the contact's e-mail address or fax number if not available. Emergency contact information is for the confidential use of the Agencies and will not be released to the public.

**Primary Contact**

Roy A. Harris  
Name (TEXT C366)  
Cashier/V.P.  
Title (TEXT C367)  
aharris943@aol.com  
E-Mail Address (TEXT C368)  
903-843-5653  
Telephone Area code/phone number/extension (TEXT C369)  
903-843-0017  
Fax Area code/phone number (TEXT C370)

**Secondary Contact**

Gary Patterson  
Name (TEXT C371)  
President  
Title (TEXT C372)  
gilmernationalbank@earthlink.net  
E-Mail Address (TEXT C373)  
903-843-5653  
Telephone Area code/phone number/extension (TEXT C374)  
903-843-2938  
Fax Area code/phone number (TEXT C375)

**USA PATRIOT Act Section 314(a) Anti-Money Laundering Contact Information**

This information is being requested to identify points-of-contact who are in charge of your depository institution's Section 314(a) searches and who could be contacted by federal law enforcement officers for additional information related to anti-terrorist financing and anti-money laundering. Please provide information for a secondary contact if available. Enter "none" for the contact's e-mail address or fax number if not available. USA PATRIOT Act contact information is for the confidential use of the Agencies and the Financial Crimes Enforcement Network (FinCEN) and will not be released to the public.

**Primary Contact**

Donna Varner  
Name (TEXT C437)  
Auditor  
Title (TEXT C438)  
gilmernationalbank@earthlink.net  
E-Mail Address (TEXT C439)  
903-843-5653  
Telephone Area code/phone number/extension (TEXT C440)  
903-843-2938  
Fax Area code/phone number (TEXT C441)

**Secondary Contact**

Heather Caldwell  
Name (TEXT C442)  
Asst. Auditor  
Title (TEXT C443)  
gilmernationalbank@earthlink.net  
E-Mail Address (TEXT C444)  
903-843-5653  
Telephone Area code/phone number/extension (TEXT C445)  
903-843-2938  
Fax Area code/phone number (TEXT C446)

Gilmer National Bank  
 Legal Title of Bank  
 Gilmer  
 City  
 TX 75644-0460  
 State Zip Code

FFIEC 041  
 RI-1  
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FDIC Certificate Number - 03219

**Consolidated Report of Income  
 for the period January 1, 2003 – March 31, 2003**

All Report of Income schedules are to be reported on a calendar year-to-date basis in thousands of dollars.

**Schedule RI—Income Statement**

		Dollar Amounts in Thousands		RIAD	Ba	M	Thou	
<b>1. Interest Income</b>								
<b>a. Items 1 a.(1) through (6) are to be completed by all banks.</b>								
Interest and fee income on loans								
(1) Loans secured by real estate	4011	572						1 a.1
(2) Commercial and industrial loans	4012	148						1 a.2
(3) Loans to individuals for household, family, and other personal expenditures								
(a) Credit cards	B485	0						1 a.3 a
(b) Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	B486	727						1 a.3 b
(4) Loans to foreign governments and official institutions	4056	0						1 a.4
(5) All other loans (1)	4058	232						1 a.5
(6) Total interest and fee income on loans (sum of items 1 a (1) through 1 a (5))	4010	1,679						1 a.6
b Income from lease financing receivables	4065	0						1 b
c Interest income on balances due from depository institutions (2)	4115	75						1 c
<b>d. Interest and dividend income on securities.</b>								
(1) U S Treasury securities and U S Government agency obligations (excluding mortgage-backed securities)								
(2) Mortgage-backed securities	B488	494						1 d.1
(3) All other securities (includes securities issued by states and political subdivisions in the U S )	B489	16						1 d.2
	4060	144						1 d.3
e Interest income from trading assets	4069	0						1 e
f Interest income on federal funds sold and securities purchased under agreements to resell	4020	44						1 f
g Other interest income	4518	2						1 g
h Total interest income (sum of items 1 a (6) through 1 g)	4107	2,454						1 h

(1) Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U S ," and "Other loans."  
 (2) Includes interest income on time certificates of deposit not held for trading.

Schedule RI—Continued

	Year-to-date			
	RIAD	BII   MI   THOU		
Dollar Amounts in Thousands				
2. Interest expense.				
a. Interest on deposits:				
(1) Transaction accounts (NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	4508	80	2 a.1	
(2) Nontransaction accounts				
(a) Savings deposits (includes MMDAs)	0093	100	2 a.2 a	
(b) Time deposits of \$100,000 or more	A517	455	2 a.2 b	
(c) Time deposits of less than \$100,000	A518	456	2 a.2 c	
b. Expense of federal funds purchased and securities sold under agreements to repurchase	4180	7	2 b	
c. Interest on trading liabilities and other borrowed money	4185	0	2 c	
d. Interest on subordinated notes and debentures	4200	0	2 d	
e. Total interest expense (sum of items 2 a through 2 d)	4073	1,098	2 e	
3. Net interest income (item 1 h minus 2 e)		4074	1,356	3
4. Provision for loan and lease losses		4230	120	4
5. Noninterest income				
a. Income from fiduciary activities (1)	4070	0	5 a	
b. Service charges on deposit accounts	4080	151	5 b	
c. Trading revenue (2)	A220	0	5 c	
d. Investment banking, advisory, brokerage, and underwriting fees and commissions	B490	0	5 d	
e. Venture capital revenue	B491	0	5 e	
f. Net servicing fees	B492	0	5 f	
g. Net securitization income	B493	0	5 g	
h. (1) Insurance and reinsurance underwriting income	C386	0	5 h 1	
(2) Income from other insurance activities	C387	11	5 h 2	
i. Net gains (losses) on sales of loans and leases	5416	0	5 i	
j. Net gains (losses) on sales of other real estate owned	5415	0	5 j	
k. Net gains (losses) on sales of other assets (excluding securities)	B496	(17)	5 k	
l. Other noninterest income*	B497	3	5 l	
m. Total noninterest income (sum of items 5 a through 5 l)		4079	148	5 m
6. a. Realized gains (losses) on held-to-maturity securities		3521	0	6 a
b. Realized gains (losses) on available-for-sale securities		3196	74	6 b
7. Noninterest expense				
a. Salaries and employee benefits	4135	500	7 a	
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	4217	110	7 b	
c. (1) Goodwill impairment losses	C216	0	7 c.1	
(2) Amortization expense and impairment losses for other intangible assets	C232	0	7 c.2	
d. Other noninterest expense*	4092	223	7 d	
e. Total noninterest expense (sum of items 7 a through 7 d)		4093	833	7 e
8. Income (loss) before income taxes and extraordinary items, and other adjustments (item 3 plus or minus items 4, 5 m, 6 a, 6 b, and 7 e)		4301	625	8
9. Applicable income taxes (on item 8)		4302	155	9
10. Income (loss) before extraordinary items and other adjustments (item 8 minus item 9)		4300	470	10
11. Extraordinary items and other adjustments, net of income taxes*		4320	0	11
12. Net income (loss) (sum of items 10 and 11)		4340	470	12

\* Describe on Schedule RI-E—Explanations

- (1) For banks required to complete Schedule RC-T, items 12 through 19, income from fiduciary activities reported in Schedule RI, item 5 a, must equal the amount reported in Schedule RC-T, item 19
- (2) For banks required to complete Schedule RI, Memorandum item 8, trading revenue reported in Schedule RI, item 5 c, must equal the sum of Memorandum items 8 a through 8 d

Grime National Bank  
 Legal Title of Bank

FFIEC 041  
 RI-3

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Schedule RI—Continued

Memoranda

	Dollar Amounts in Thousands		Year-to-date		
	RIAD	Bil   Mil   Thou	RIAD	Bil   Mil   Thou	
1 Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes	4513		0		M.1
2 Income from the sale and servicing of mutual funds and annuities (included in Schedule RI, item 8)	8431		0		M.2
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1 a and 1 b)	4313		14		M.3
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1 d (3))	4507		144		M.4
5 Number of full-time equivalent employees at end of current period (round to nearest whole number)				Number	M.5
6. Memorandum item 6 is to be completed by: (1) - banks with \$300 million or more in total assets, and - banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, part I, item 3) exceeding five percent of total loans. Interest and fee income on loans to finance agricultural production and other loans to farmers (included in Schedule RI, item 1 a (5))	4024		196		M.6
7. If the reporting bank has restated its balance sheet as a result of applying push down accounting this calendar year, report the date of the bank's acquisition (2)				CCYY/MM/DD	M.7
	9108			N/A	
8 Trading revenue (from cash instruments and derivative instruments) (sum of of Memorandum items 8 a through 8 d must equal Schedule RI, item 5 c) (To be completed by banks that reported average trading assets (Schedule RC-K, item 7) of \$2 million or more for any quarter of the preceding calendar year.):					
a Interest rate exposures	8757		N/A		M.8 a
b Foreign exchange exposures	8758		N/A		M.8 b
c Equity security and index exposures	8759		N/A		M.8 c
d Commodity and other exposures	8760		N/A		M.8 d
9 To be completed by banks with \$100 million or more in total assets. (1) Impact on income of derivatives held for purposes other than trading:					
a Net increase (decrease) to interest income	8761		0		M.9 a
b Net (increase) decrease to interest expense	8762		0		M.9 b
c Other (noninterest) allocations	8763		0		M.9 c
10 To be completed by banks with \$300 million or more in total assets. (1) Credit losses on derivatives (see instructions)	A251		N/A		M.10
11 Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?				YES / NO	M.11
	A530		NO		

(1) The asset size tests and the five percent of total loans test are generally based on the total assets and total loans reported on the June 30, 2002, Report of Condition.  
 (2) For example, a bank acquired on June 1, 2001, would report 2001/06/01

**Schedule RI-A—Changes in Equity Capital**

Indicate decreases and losses in parentheses.

	Dollar Amounts in Thousands		
	RIAD	Bl   Mil   Thou	
1. Total equity capital most recently reported for the December 31, 2002, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	3217	18,845	1
2. Restatements due to corrections of material accounting errors and changes in accounting principles*	B507	0	2
3. Balance end of previous calendar year as restated (sum of items 1 and 2)	B508	18,845	3
4. Net income (loss) (must equal Schedule RI, item 12)	4340	470	4
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions)	B509	0	5
6. Treasury stock transactions, net	B510	0	6
7. Changes incident to business combinations, net	4358	0	7
8. LESS Cash dividends declared on preferred stock	4470	0	8
9. LESS Cash dividends declared on common stock	4460	0	9
10. Other comprehensive income (1)	B511	60	10
11. Other transactions with parent holding company* (not included in items 5, 6, 8, or 9 above)	4415	0	11
12. Total equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, item 28)	3210	19,375	12

\* Describe on Schedule RI-E - Explanations

(1) Includes changes in net unrealized holding gains (losses) on available-for-sale securities, changes in accumulated net gains (losses) on cash flow hedges, and changes in minimum pension liability adjustments

**Schedule RI-B—Charge-offs and Recoveries on Loans and Leases and Changes in Allowance for Loan and Lease Losses**

**Part I. Charge-offs and Recoveries on Loans and Leases**

Part I includes charge-offs and recoveries through the allocated transfer risk reserve.

	(Column A) Charge-offs (1)				(Column B) Recoveries				
	Calendar year-to-date								
	RIAD	Bl	Mil	Thou	RIAD	Bl	Mil	Thou	
Dollar Amounts in Thousands									
1. Loans secured by real estate									
a. Construction, land development, and other land loans	3582		0		3583		0		1 a
b. Secured by farmland	3584		0		3585		0		1 b
c. Secured by 1-4 family residential properties									
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	5411		0		5412		0		1 c.1
(2) Closed-end loans secured by 1-4 family residential properties									
(a) Secured by first liens	C234		1		C217		0		1 c.2 a
(b) Secured by junior liens	C235		0		C218		0		1 c.2 b
d. Secured by multifamily (5 or more) residential properties	3588		0		3589		0		1 d
e. Secured by nonfarm nonresidential properties	3590		0		3591		0		1 e
2. Loans to depository institutions and acceptances of other banks	4481		0		4482		0		2
3. Not applicable									
4. Commercial and industrial loans	4638		50		4608		0		4
5. Loans to individuals for household, family, and other personal expenditures									
a. Credit cards	B514		0		B515		0		5 a
b. Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	B516		93		B517		13		5 b
6. Loans to foreign governments and official institutions	4643		0		4627		0		6
7. All other loans (2)	4644		0		4628		0		7
8. Lease financing receivables	4266		0		4267		0		8
9. Total (sum of items 1 through 8)	4635		144		4605		13		9

(1) Include write-downs arising from transfers of loans to a held-for-sale account.

(2) Includes charge-offs and recoveries on "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Other loans"

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Schedule RI-B—Continued

Part I. Continued

Memoranda

Memoranda	Dollar Amounts in Thousands				
	(Column A) Charge-offs (1)		(Column B) Recoveries		
	Calendar year-to-date				
	RIAD	Bl   M#   Thou	RIAD	Bl   M#   Thou	
1 Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RI-B, part I, items 4 and 7, above	5409	0	5410	0	M.1
2 Memorandum items 2 a through 2 d are to be completed by banks with \$300 million or more in total assets (2)					
a Loans secured by real estate to non-U S addressees (domicile) (included in Schedule RI-B, part I, item 1, above)	4652	N/A	4662	N/A	M.2 a
b Loans to and acceptances of foreign banks (included in Schedule RI-B, part I, item 2, above)	4654	N/A	4664	N/A	M.2 b
c Commercial and industrial loans to non-U S. addressees (domicile) (included in Schedule RI-B, part I, item 4, above)	4646	N/A	4618	N/A	M.2 c
d Lease financing receivables of non-U S addressees (domicile) (included in Schedule RI-B, part I, item 8, above)	4659	N/A	4669	N/A	M.2 d
3 Memorandum item 3 is to be completed by (2)					
• banks with \$300 million or more in total assets and					
• banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, part I, item 3) exceeding five percent of total loans.					
Loans to finance agricultural production and other loans to farmers (included in Schedule RI-B, part I, item 7, above)	4655	0	4665	0	M.3
Memorandum item 4 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes					
4) Uncollectible retail credit card fees and finance charges reversed against income (i.e., not included in charge-offs against the allowance for loan and lease losses)	C388		0		M.4

(1) Include write-downs arising from transfers of loans to a held-for-sale account.  
(2) The \$300 million asset size test and the five percent of total loans test are generally based on the total assets and total loans reported on the June 30, 2002, Report of Condition

Part II. Changes in Allowance for Loan and Lease Losses

	Dollar Amounts in Thousands				
	RIAD	Bl   M#   Thou	RIAD	Bl   M#   Thou	
1 Balance most recently reported for the December 31, 2002, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	8522	1,233			1
2 Recoveries (must equal part I, item 9, column B above)	4605	13			2
3 LESS Charge-offs (must equal part I, item 9, column A above less Schedule RI-B, part II, item 4)	C078	144			3
4 LESS Write-downs arising from transfers of loans to a held-for-sale account	5523	0			4
5 Provision for loan and lease losses (must equal Schedule RI, item 4)	4230	120			5
6 Adjustments * (see instructions for this schedule)	C233	0			6
7 Balance end of current period (sum of items 1, 2, 5, and 6, less items 3 and 4) (must equal Schedule RC, item 4 c)	3123	1,222			7

\* Describe on Schedule RI-E—Explanations.

Gilmer National Bank  
Legal Title of Bank

FFIEC 041  
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Part II. Continued

Memoranda	Dollar Amounts in Thousands	Year-to-date			
		RIAD	Bil	Mill	
1. Allocated transfer risk reserve included in Schedule RI-B, part II, item 7, above		C435		0	M.1
<i>Memorandum items 2 and 3 are to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes</i>					
2. Separate valuation allowance for uncollectible retail credit card fees and finance charges		C389		0	M.2
3. Amount of allowance for loan and leases losses attributable to retail credit card fees and finance charges		C390		0	M.3

Schedule RI-E—Explanations

Schedule RI-E is to be completed each quarter on a calendar year-to-date basis.

Detail all adjustments in Schedule RI-A and RI-B, all extraordinary items and other adjustments in Schedule RI, and all significant items of other noninterest income and other noninterest expense in Schedule RI. (See instructions for details)

	Dollar Amounts in Thousands	Year-to-date			
		RIAD	Bil	Mill	
1 Other noninterest income (from Schedule RI, item 5 f) Itemize and describe amounts that exceed 1% of the sum of Schedule RI, items 1 h and 5 m					
TEXT					
a Income and fees from the printing and sale of checks		C013		0	1 a
b Earnings on/increase in value of cash surrender value of life insurance		C014		0	1 b
c Income and fees from automated teller machines (ATMs)		C016		0	1 c
d Rent and other income from other real estate owned		4042		0	1 d
e Safe deposit box rent		C015		0	1 e
f 4461		4461		N/A	1 f
g 4462		4462		N/A	1 g
h 4463		4463		N/A	1 h
2 Other noninterest expense (from Schedule RI, item 7 d) Itemize and describe amounts that exceed 1% of the sum of Schedule RI, items 1 h and 5 m:					
TEXT					
a Data processing expenses		C017		0	2 a
b Advertising and marketing expenses		0497		0	2 b
c Directors' fees		4136		37	2 c
d Printing, stationery, and supplies		C018		0	2 d
e Postage		8403		0	2 e
f Legal fees and expenses		4141		0	2 f
g FDIC deposit insurance assessments		4146		0	2 g
h 4464 Audits and examinations		4464		26	2 h
i 4467		4467		N/A	2 i
j 4468		4468		N/A	2 j
3 Extraordinary items and other adjustments and applicable income tax effect (from Schedule RI, item 11) (itemize and describe all extraordinary items and other adjustments).					
TEXT					
a. (1) 4489		4489		N/A	3 a.1
(2) Applicable income tax effect	4488			0	3 a.2
b. (1) 4487		4487		N/A	3 b.1
(2) Applicable income tax effect	4488			0	3 b.2
c. (1) 4489		4489		N/A	3 c.1
(2) Applicable income tax effect	4491			0	3 c.2

**Schedule RI-E—Continued**

	Dollar Amounts in Thousands	Year-to-date			
		RIAD	Bl	MI	
<b>4. Restatements due to corrections of material accounting errors and changes in accounting principles (from Schedule RI-A, item 2) (itemize and describe all restatements):</b>					
TEXT					
a	8526			N/A	4 a
b	8527			N/A	4 b
<b>5. Other transactions with parent holding company (from Schedule RI-A, item 11) (itemize and describe all such transactions):</b>					
TEXT					
a	4498			N/A	5 a
b	4499			N/A	5 b
<b>6. Adjustments to allowance for loan and lease losses (from Schedule RI-B, part II, item 6) (itemize and describe all adjustments):</b>					
TEXT					
a	4521			N/A	6 a
b	4522			N/A	6 b

**7. Other explanations (the space below is provided for the bank to briefly describe, at its option, any other significant items affecting the Report of Income).** RIAD

X = NO COMMENT - Y = COMMENT  4769  X

Other explanations (please type or print clearly).

TEXT ( 70 characters per line )

4769

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Gilmer National Bank  
 Legal Title of Bank  
 Gilmer  
 City  
 TX 75644-0460  
 State Zip Code

FFIEC 041  
 RC-1

11

FDIC Certificate Number - 03219

**Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for March 31, 2003**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

**Schedule RC—Balance Sheet**

		Dollar Amounts in Thousands		RCON	Bil	Mill	Thou	
<b>ASSETS</b>								
1 Cash and balances due from depository institutions (from Schedule RC-A):								
a Noninterest-bearing balances and currency and coin (1)				0081	3,060			1.a
b Interest-bearing balances (2)				0071	9,467			1.b
2 Securities								
a Held-to-maturity securities (from Schedule RC-B, column A)				1754	15,512			2 a
b Available-for-sale securities (from Schedule RC-B, column D)				1773	44,386			2 b
3 Federal funds sold and securities purchased under agreements to resell								
a Federal funds sold				B987	19,205			3 a
b Securities purchased under agreements to resell (3)				B989	0			3 b
4 Loans and lease financing receivables (from Schedule RC-C):								
a Loans and leases held for sale				5369	0			4 a
b Loans and leases, net of unearned income		B528	82,916					4 b
c LESS Allowance for loan and lease losses		3123	1,222					4 c
d Loans and leases, net of unearned income and allowance (item 4 b minus 4 c)				B529	81,694			4 d
5 Trading assets (from Schedule RC-D)				3545	0			5
6 Premises and fixed assets (including capitalized leases)				2145	2,627			6
7 Other real estate owned (from Schedule RC-M)				2150	99			7
8 Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)				2130	0			8
9 Customers' liability to this bank on acceptances outstanding				2155	0			9
10 Intangible assets								
a Goodwill				3163	0			10 a
b Other intangible assets (from Schedule RC-M)				0426	0			10 b
11 Other assets (from Schedule RC-F)				2160	2,272			11
12 Total assets (sum of items 1 through 11)				2170	178,322			12

(1) Includes cash items in process of collection and unposted debits  
 (2) Includes time certificates of deposit not held for trading  
 (3) Includes all securities resale agreements, regardless of maturity

FDIC Certificate Number - 03219

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Schedule RC - Continued

		Dollar Amounts in Thousands		RCOM	Bl	M	Thou	
<b>LIABILITIES</b>								
13	Deposits							
	a In domestic offices (sum of totals of columns A and C from Schedule RC-E)			2200		156	624	13 a
	(1) Noninterest-bearing (1)	6631	12,351					13 a.1
	(2) Interest-bearing	6636	144,273					13 a.2
	b Not applicable							
14	Federal funds purchased and securities sold under agreements to repurchase							
	a Federal funds purchased (2)			B993		0		14 a
	b Securities sold under agreements to repurchase (3)			B995		1,120		14 b
15	Trading liabilities (from Schedule RC-D)			3548		0		15
16	Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)			3190		0		16
17	Not applicable							
18	Bank's liability on acceptances executed and outstanding			2920		0		18
19	Subordinated notes and debentures (4)			3200		0		19
20	Other liabilities (from Schedule RC-G)			2930		1,203		20
21	Total liabilities (sum of items 13 through 20)			2948		158,947		21
22	Minority interest in consolidated subsidiaries			3000		0		22
<b>EQUITY CAPITAL</b>								
23	Perpetual preferred stock and related surplus			3938		0		23
24	Common stock			3230		500		24
25	Surplus (exclude all surplus related to preferred stock)			3839		1,500		25
26 a	Retained earnings			3632		16,902		26 a
	b Accumulated other comprehensive income (5)			B530		473		26 b
27	Other equity capital components (6)			A130		0		27
28	Total equity capital (sum of items 23 through 27)			3210		19,375		28
29	Total liabilities, minority interest, and equity capital (sum of items 21, 22, and 28)			3300		178,322		29

Memorandum

To be reported with the March Report of Condition.

1 Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2002

RCOM	Number	
6724		1 M. 1

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm

- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

- (1) Includes total demand deposits and noninterest-bearing time and savings deposits.
- (2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "other borrowed money."
- (3) Includes all securities repurchase agreements, regardless of maturity
- (4) Includes limited-life preferred stock and related surplus.
- (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.
- (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

FDIC Certificate Number - 03219

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**Schedule RC-A—Cash and Balances Due From Depository Institutions**

Schedule RC-A is to be completed only by banks with \$300 million or more in total assets.  
 Exclude assets held for trading

		Dollar Amounts in Thousands				RCON	Bil	Mill	Thou	
1.	Cash items in process of collection, unposted debits, and currency and coin.									
a	Cash items in process of collection and unposted debits	0020							N/A	1 a
b	Currency and coin	0080							N/A	1 b
2.	Balances due from depository institutions in the U S :									
a	U S branches and agencies of foreign banks	0083							N/A	2 a
b	Other commercial banks in the U S and other depository institutions in the U S.	0085							N/A	2 b
3.	Balances due from banks in foreign countries and foreign central banks									
a	Foreign branches of other U S banks	0073							N/A	3 a
b	Other banks in foreign countries and foreign central banks	0074							N/A	3 b
4.	Balances due from Federal Reserve Banks	0090							N/A	4
5.	Total (sum of items 1 through 4) (must equal Schedule RC, sum of items 1 a and 1 b)	0010							N/A	5

**Schedule RC-B—Securities**

Exclude assets held for trading.

Dollar Amounts in Thousands	Held-to-maturity				Available-for-sale				RCON	Bil	Mill	Thou		
	(Column A)		(Column B)		(Column C)		(Column D)							
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	Amortized Cost	Fair Value								
1	U S Treasury securities	0211	0	0213	0	1286	1 003	1287	1 012					1
2	U S Government agency obligations (exclude mortgage-backed securities):													
a	Issued by U S Government agencies (1)	1289	0	1290	0	1291	0	1293	0					2 a
b	Issued by U S Government-sponsored agencies (2)	1294	2 350	1295	2 374	1297	42 541	1298	43 249					2 b
3	Securities issued by states and political subdivisions in the U S	8496	12,195	8497	12,787	8498	125	8499	125					3

(1) Includes Small Business Administration "Guaranteed Loan Pool Certificates," U S Maritime Administration obligations, and Export-Import Bank participation certificates  
 (2) Includes obligations (other than mortgage-backed securities) issued by the Farm Credit System, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Financing Corporation, Resolution Funding Corporation, the Student Loan Marketing Association, and the Tennessee Valley Authority

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Schedule RC-B—Continued

Dollar Amounts in Thousands	Held-to-maturity				Available-for-sale				
	(Column A)		(Column B)		(Column C)		(Column D)		
	Amortized Cost		Fair Value		Amortized Cost		Fair Value		
	RCON	Bl   Mil   Thou	RCON	Bl   Mil   Thou	RCON	Bl   Mil   Thou	RCON	Bl   Mil   Thou	
<b>4. Mortgage-backed securities (MBS).</b>									
<b>a. Pass-through securities</b>									
(1) Guaranteed by GNMA	1698	712	1699	764	1701	0	1702	0	4 a.1
(2) Issued by FNMA and FHLMC	1703	255	1705	267	1706	0	1707	0	4 a.2
(3) Other pass-through securities	1709	0	1710	0	1711	0	1713	0	4 a.3
<b>b. Other mortgage-backed securities (include CMOs, REMICs, and stripped MBS).</b>									
(1) Issued or guaranteed by FNMA, FHLMC, or GNMA	1714	0	1715	0	1716	0	1717	0	4 b.1
(2) Collateralized by MBS issued or guaranteed by FNMA, FHLMC, or GNMA	1718	0	1719	0	1731	0	1732	0	4 b.2
(3) All other mortgage-backed securities	1733	0	1734	0	1735	0	1736	0	4 b.3
<b>5. Asset-backed securities (ABS).</b>									
a. Credit card receivables	B838	0	B839	0	B840	0	B841	0	5 a
b. Home equity lines	B842	0	B843	0	B844	0	B845	0	5 b
c. Automobile loans	B846	0	B847	0	B848	0	B849	0	5 c
d. Other consumer loans	B850	0	B851	0	B852	0	B853	0	5 d
e. Commercial and industrial loans	B854	0	B855	0	B856	0	B857	0	5 e
f. Other	B858	0	B859	0	B860	0	B861	0	5 f
<b>6. Other debt securities</b>									
a. Other domestic debt securities	1737	0	1738	0	1739	0	1741	0	6 a
b. Foreign debt securities	1742	0	1743	0	1744	0	1746	0	6 b
<b>7. Investments in mutual funds and other equity securities with readily determinable fair values (1)</b>					A510	0	A511	0	7
<b>8. Total (sum of items 1 through 7) (total of column A must equal Schedule RC, item 2 a) (total of column D must equal Schedule RC, item 2.b)</b>	1754	15,512	1771	16,192	1772	43,669	1773	44,386	8

(1) Report Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock in Schedule RC-F, item 4.

Schedule RC-B—Continued

Memoranda

		Dollar Amounts in Thousands		RCOM	Bl	Mill	Thou	
1.	Pledged securities (1)			D416		10	523	M.1
2.	Maturity and repricing data for debt securities (1,2) (excluding those in nonaccrual status)							
a.	Securities issued by the U.S. Treasury, U.S. Government agencies, and states and political subdivisions in the U.S.; other non-mortgage debt securities; and mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of (3,4)							
(1)	Three months or less	A549	1,810					M.2.a.1
(2)	Over three months through 12 months	A550	1,721					M.2.a.2
(3)	Over one year through three years	A551	6,497					M.2.a.3
(4)	Over three years through five years	A552	18,335					M.2.a.4
(5)	Over five years through 15 years	A553	29,675					M.2.a.5
(6)	Over 15 years	A554	893					M.2.a.6
b.	Mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of (3,5)							
(1)	Three months or less	A555	0					M.2.b.1
(2)	Over three months through 12 months	A556	0					M.2.b.2
(3)	Over one year through three years	A557	0					M.2.b.3
(4)	Over three years through five years	A558	195					M.2.b.4
(5)	Over five years through 15 years	A559	448					M.2.b.5
(6)	Over 15 years	A560	324					M.2.b.6
c.	Other mortgage-backed securities (include CMOs, REMICs, and stripped MBS, exclude mortgage pass-through securities) with an expected average life of (6)							
(1)	Three years or less	A561	0					M.2.c.1
(2)	Over three years	A562	0					M.2.c.2
d.	Debt securities with a REMAINING MATURITY of one year or less (included in Memorandum items 2 a through 2 c above)	A248	3,531					M.2.d
3.	Amortized cost of held-to-maturity securities sold or transferred to available-for-sale or trading securities during the calendar year-to-date (report the amortized cost at date of sale or transfer)					1778	0	M.3
4.	Structured notes (included in the held-to-maturity and available-for-sale accounts in Schedule RC-B, items 2, 3, 5, and 6).							
a.	Amortized cost	8782	0					M.4.a
b.	Fair value	8783	0					M.4.b

- (1) Includes held-to-maturity securities at amortized cost and available-for-sale securities at fair value.
- (2) Exclude investments in mutual funds and other equity securities with readily determinable fair values.
- (3) Report fixed rate debt securities by remaining maturity and floating rate debt securities by next repricing date
- (4) Sum of Memorandum items 2 a (1) through 2 a (6) plus any nonaccrual debt securities in the categories of debt securities reported in Memorandum item 2 a that are included in Schedule RC-N, item 9, column C, must equal Schedule RC-B, sum of items 1, 2, 3, 5, and 6, columns A and D, plus mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-B, item 4 a, columns A and D
- (5) Sum of Memorandum items 2 b (1) through 2 b (6) plus any nonaccrual mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-N, item 9, column C, must equal Schedule RC-B, item 4 a, sum of columns A and D, less the amount of mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-B, item 4 a, columns A and D
- (6) Sum of Memorandum items 2 c (1) and 2 c (2) plus any nonaccrual "Other mortgage-backed securities" included in Schedule RC-N, item 9, column C, must equal Schedule RC-B, item 4 b, sum of columns A and D.

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**Schedule RC-C—Loans and Lease Financing Receivables**

**Part I. Loans and Leases**

Do not deduct the allowance for loan and lease losses or the allocated transfer risk reserve from amounts reported in this schedule. Report (1) loans and leases held for sale at the lower of cost or market value and (2) loans and leases held for investment, net of unearned income. Exclude assets held for trading and commercial paper

	(Column A) To Be Completed by Banks with \$300 Million or More in Total Assets (1)				(Column B) To Be Completed by All Banks			
	RCON	Bil	Mill	Thou	RCON	Bil	Mill	Thou
Dollar Amounts in Thousands								
1. Loans secured by real estate								
a Construction, land development, and other land loans						1415		101
b Secured by farmland (including farm residential and other improvements)						1420		139
c Secured by 1-4 family residential properties.								
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit						1797		0
(2) Closed-end loans secured by 1-4 family residential properties								
(a) Secured by first liens						5367		22 204
(b) Secured by junior liens						5368		0
d Secured by multifamily (5 or more) residential properties						1460		110
e Secured by nonfarm nonresidential properties						1480		9,518
2. Loans to depository institutions and acceptances of other banks						1288		0
a To commercial banks in the U S .								
(1) To U S branches and agencies of foreign banks	B532			N/A				
(2) To other commercial banks in the U S	B533			N/A				
b To other depository institutions in the U S	B534			N/A				
c To banks in foreign countries								
(1) To foreign branches of other U S banks	B536			N/A				
(2) To other banks in foreign countries	B537			N/A				
3. Loans to finance agricultural production and other loans to farmers						1590		10 167
4. Commercial and industrial loans						1768		8 597
a To U S addressees (domicile)	1763			N/A				
b To non-U S addressees (domicile)	1764			N/A				
5. Not applicable								
6. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper)								
a Credit cards						B538		0
b Other revolving credit plans						B539		0
c Other consumer loans (includes single payment, installment, and all student loans)						2011		34 126
7. Loans to foreign governments and official institutions (including foreign central banks)						2081		0
8. Obligations (other than securities and leases) of states and political subdivisions in the U S						2107		1,051
9. Other Loans						1563		134
a Loans for purchasing or carrying securities (secured and unsecured)	1545			N/A				
b All other loans (exclude consumer loans)	1584			N/A				
10. Lease financing receivables (net of unearned income)						2185		0
a Of U S addressees (domicile)	2182			N/A				
b Of non-U S addressees (domicile)	2183			N/A				
11. LESS. Any unearned income on loans reflected in items 1-9 above						2123		3 231
12. Total loans and leases, net of unearned income (sum of items 1 through 10 minus item 11) (must equal Schedule RC, sum of items 4 a and 4 b)						2122		82,918

(1) The \$300 million asset size test is generally based on the total assets reported on the June 30, 2002, Report of Condition.

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Schedule RC-C—Continued

Part I. Continued

Memoranda	Dollar Amounts in Thousands		RCON	BI	MI	Thou
1. Loans and leases restructured and in compliance with modified terms (included in Schedule RC-C, part I, and not reported as past due or nonaccrual in Schedule RC-N, Memorandum item 1) (exclude loans secured by 1-4 family residential properties and loans to individuals for household, family, and other personal expenditures)	1818	0				M.1
2. Maturity and repricing data for loans and leases (excluding those in nonaccrual status):						
a. Closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, part I, item 1 c.(2)(a), column B, above) with a remaining maturity or next repricing date of (1,2)						
(1) Three months or less	A564	5,074				M.2.a.1
(2) Over three months through 12 months	A565	3,087				M.2.a.2
(3) Over one year through three years	A566	11,592				M.2.a.3
(4) Over three years through five years	A567	1,777				M.2.a.4
(5) Over five years through 15 years	A568	318				M.2.a.5
(6) Over 15 years	A569	55				M.2.a.6
b. All loans and leases (reported in Schedule RC-C, part I, items 1 through 10, column B, above) EXCLUDING closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, part I, item 1 c.(2)(a), column B, above) with a remaining maturity or next repricing date of (1,3)						
(1) Three months or less	A570	12,280				M.2.b.1
(2) Over three months through 12 months	A571	16,962				M.2.b.2
(3) Over one year through three years	A572	15,184				M.2.b.3
(4) Over three years through five years	A573	13,917				M.2.b.4
(5) Over five years through 15 years	A574	4,821				M.2.b.5
(6) Over 15 years	A575	89				M.2.b.6
c. Loans and leases (reported in Schedule RC-C, part I, items 1 through 10, column B, above) with a REMAINING MATURITY of one year or less (excluding those in nonaccrual status)	A247	27,512				M.2.c
3. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-C, part I, items 4 and 9, column B (4)	2746	101				M.3
4. Adjustable rate closed-end loans secured by first liens on 1-4 family residential properties (included in Schedule RC-C, part I, item 1 c.(2)(a), column B)	5370	20,519				M.4
5. To be completed by banks with \$300 million or more in total assets. (5) Loans secured by real estate to non-U S addressees (domicile) (included in Schedule RC-C, part I, items 1 a through 1 e, column B)	B837	N/A				M.5
Memorandum item 6 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.						
6) Outstanding credit card fees and finance charges included in Schedule RC-C, part I, item 6.a.	C391	0				M.6

- (1) Report fixed rate loans and leases by remaining maturity and floating rate loans by next repricing date
- (2) Sum of Memorandum items 2 a (1) through 2 a (6) plus total nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1 c.(2)(a), column C, must equal total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, part I, item 1 c.(2)(a), column B.
- (3) Sum of Memorandum items 2 b (1) through 2 b (6) plus total nonaccrual loans and leases from Schedule RC-N, sum of items 1 through 8, column C, minus nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1 c.(2)(a), column C, must equal total loans and leases from Schedule RC-C, part I, sum of items 1 through 10, column B, minus total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, part I, item 1 c.(2)(a), column B
- (4) Exclude loans secured by real estate that are included in Schedule RC-C, part I, items 1 a through 1 e, column B
- (5) The \$300 million asset size test is generally based on the total assets reported on the June 30, 2002, Report of Condition.

**Schedule RC-D - Trading Assets and Liabilities**

Schedule RC-D is to be completed by banks that reported average trading assets (Schedule RC-K, item 7) of \$2 million or more for any quarter of the preceding calendar year.

		Dollar Amounts in Thousands		
		RCOM	Bil	MM   Thou
<b>ASSETS</b>				
1	U S Treasury securities	3531		N/A 1
2	U S Government agency obligations (exclude mortgage-backed securities)	3532		N/A 2
3	Securities issued by states and political subdivisions in the U S	3533		N/A 3
4	Mortgage-backed securities (MBS)			
a	Pass-through securities issued or guaranteed by FNMA, FHLMC, or GNMA	3534		N/A 4 a
b	Other mortgage-backed securities issued or guaranteed by FNMA, FHLMC, or GNMA (include CMOs, REMICs, and stripped MBS)	3535		N/A 4.b
c	All other mortgage-backed securities	3536		N/A 4.c
5	Other debt securities	3537		N/A 5
6 - 8	Not applicable			
9	Other trading assets	3541		N/A 9
10	Not applicable			
11	Revaluation gains on derivative contracts	3543		N/A 11
12	Total trading assets (sum of items 1 through 11) (must equal Schedule RC, item 5)	3545		N/A 12
<b>LIABILITIES</b>				
13	Liability for short positions	3546		N/A 13
14	Revaluation losses on derivative contracts	3547		N/A 14
15	Total trading liabilities (sum of items 13 and 14) (must equal Schedule RC, item 15)	3548		N/A 15

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**Schedule RC-E—Deposit Liabilities**

Dollar Amounts in Thousands	Transaction Accounts				Nontransaction Accounts			
	(Column A)		(Column B)		(Column C)			
	Total transaction accounts (including total demand deposits)	Memo: Total demand deposits (included in column A)	Total nontransaction accounts (including MMDAs)					
	RCON	Bil   Mil   Thou	RCON	Bil   Mil   Thou	RCON	Bil   Mil   Thou		
Deposits of:								
1. Individuals, partnerships, and corporations (include all certified and official checks)	B549	29,404			B550	121,380	1	
2. U.S. Government	2202	0			2520	0	2	
3. States and political subdivisions in the U.S.	2203	947			2530	4,893	3	
4. Commercial banks and other depository institutions in the U.S.	B551	0			B552	0	4	
5. Banks in foreign countries	2213	0			2238	0	5	
6. Foreign governments and official institutions (including foreign central banks)	2216	0			2377	0	6	
7 Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, item 13 a)	2215	30,351	2210	12,351	2385	126,273	7	

**Memoranda**

Dollar Amounts in Thousands	RCON	Bil   Mil   Thou	
1. Selected components of total deposits (i.e., sum of item 7, columns A and C)			
a Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts	6835	8,298	M 1.a
b Total brokered deposits	2365	0	M 1.b
c Fully insured brokered deposits (included in Memorandum item 1 b above).			
(1) Issued in denominations of less than \$100,000	2343	0	M 1.c.1
(2) Issued either in denominations of \$100,000 or in denominations greater than \$100,000 and participated out by the broker in shares of \$100,000 or less	2344	0	M 1.c.2
d Maturity data for brokered deposits			
(1) Brokered deposits issued in denominations of less than \$100,000 with a remaining maturity of one year or less (included in Memorandum item 1 c.(1) above)	A243	0	M 1.d.1
(2) Brokered deposits issued in denominations of \$100,000 or more with a remaining maturity of one year or less (included in Memorandum item 1 b above)	A244	0	M 1.d.2
e Preferred deposits (uninsured deposits of states and political subdivisions in the U.S. reported in item 3 above which are secured or collateralized as required under state law) (to be completed for the December report only)	5590	N/A	M 1.e
2. Components of total nontransaction accounts (sum of Memorandum items 2 a through 2 c must equal item 7, column C above)			
a Savings deposits			
(1) Money market deposit accounts (MMDAs)	6810	3,733	M 2.a.1
(2) Other savings deposits (excludes MMDAs)	0352	15,326	M 2.a.2
b Total time deposits of less than \$100,000	6648	53,683	M 2.b
c Total time deposits of \$100,000 or more	2604	53,531	M 2.c

**Schedule RC-E—Continued**

Memoranda (continued)

	Dollar Amounts in Thousands		RCOM	Bl	M	Thou
<b>3</b> Maturity and repricing data for time deposits of less than \$100,000						
<b>a</b> Time deposits of less than \$100,000 with a remaining maturity or next repricing date of: (1, 2)						
(1) Three months or less	A579	18 353				M 3 a.1
(2) Over three months through 12 months	A580	26 251				M 3 a.2
(3) Over one year through three years	A581	4 358				M 3 a.3
(4) Over three years	A582	4 721				M 3 a.4
<b>b</b> Time deposits of less than \$100,000 with a REMAINING MATURITY of one year or less (included in Memorandum items 3 a (1) and 3 a (2) above) (3)	A241	42 259				M 3 b
<b>4</b> Maturity and repricing data for time deposits of \$100,000 or more						
<b>a</b> Time deposits of \$100,000 or more with a remaining maturity or next repricing date of: (1, 4)						
(1) Three months or less	A584	13 781				M 4 a.1
(2) Over three months through 12 months	A585	26 641				M 4 a.2
(3) Over one year through three years	A586	6 147				M 4 a.3
(4) Over three years	A597	6 962				M 4 a.4
<b>b</b> Time deposits of \$100,000 or more with a REMAINING MATURITY of one year or less (included in Memorandum items 4 a (1) and 4 a (2) above) (3)	A242	35 796				M.4.b

- (1) Report fixed rate time deposits by remaining maturity and floating rate time deposits by next repricing date.
- (2) Sum of Memorandum items 3 a.(1) through 3 a (4) must equal Schedule RC-E, Memorandum item 2 b.
- (3) Report both fixed and floating rate time deposits by remaining maturity. Exclude floating rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.
- (4) Sum of Memorandum items 4.a.(1) through 4 a (4) must equal Schedule RC-E, Memorandum item 2.c.

**Schedule RC-F—Other Assets**

		Dollar Amounts in Thousands		RCON	Bl	Ml	Thou	
1	Accrued interest receivable (1)			B556		1,801		1
2	Net deferred tax assets (2)			2148		270		2
3	Interest-only strips receivable (not in the form of a security) (3) on:							
a	Mortgage loans			A519		0		3 a
b	Other financial assets			A520		0		3 b
4	Equity securities that DO NOT have readily determinable fair values (4)			1752		60		4
5	All other assets (itemize and describe amounts greater than \$25,000 that exceed 25% of this item)			2168		141		5
	TEXT							
a	Prepaid Expenses	2168	32					5 a
b	Cash surrender value of life insuranc	C009	0					5 b
c	Repossessed personal property (including vehicles)	1578	103					5 c
d	Derivatives with a positive fair value held for purposes other than trading	C010	0					5 d
e	Retained interests in accrued interest receivable related to securitized credit cards	C436	0					5 e
f	3549	3549	N/A					5 f
g	3550	3550	N/A					5 g
h	3551	3551	N/A					5 h
6	Total (sum of items 1 through 5) (must equal Schedule RC, item 11)			2160		2,272		6

**Schedule RC-G—Other Liabilities**

		Dollar Amounts in Thousands		RCON	Bl	Ml	Thou	
1 a	Interest accrued and unpaid on deposits (5)			3645		619		1 a
b	Other expenses accrued and unpaid (includes accrued income taxes payable)			3648		584		1 b
2	Net deferred tax liabilities (2)			3049		0		2
3	Allowance for credit losses on off-balance sheet credit exposures			B557		0		3
4	All other liabilities (itemize and describe amounts greater than \$25,000 that exceed 25% of this item)			2938		0		4
	TEXT							
a	Accounts Payable			3066		0		4 a
b	Deferred compensation liabilities	C011	0					4 b
c	Dividends declared but not yet payable	2932	0					4 c
d	Derivatives with a negative fair value held for purposes other than trading	C012	0					4 d
e	3552	3552	N/A					4 e
f	3553	3553	N/A					4 f
g	3554	3554	N/A					4 g
5	Total (sum of items 1 through 4) (must equal Schedule RC, item 20)			2930		1,203		5

- (1) Includes accrued interest receivable on loans, leases, debt securities, and other interest-bearing assets
- (2) See discussion of deferred income taxes in Glossary entry on "income taxes"
- (3) Report interest-only strips receivable in the form of a security as available-for-sale securities in Schedule RC, item 2 b, or as trading assets in Schedule RC, item 5, as appropriate
- (4) Includes Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock
- (5) For savings banks, include "dividends" accrued and unpaid on deposits

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**Schedule RC-K—Quarterly Averages(1)**

Dollar Amounts in Thousands		RCON	B4	Mil	Thou
<b>ASSETS</b>					
1	Interest-bearing balances due from depository institutions	3381		9 103	1
2	U S Treasury securities and U S Government agency obligations (2) (excluding mortgage-backed securities)	B558		46 516	2
3	Mortgage-backed securities (2)	B559		995	3
4	All other securities (2, 3) (includes securities issued by states and political subdivisions in the U S.)	B560		12 003	4
5	Federal funds sold and securities purchased under agreements to resell	3385		14 904	5
<b>6. Items 6.a through 6.d.(2) are to be completed by all banks.</b>					
<b>Loans</b>					
a	Total loans	3360		82 611	6 a
b	Loans secured by real estate	3385		31,545	6 b
c	Commercial and industrial loans	3387		8 978	6 c
d	Loans to individuals for household, family, and other personal expenditures				
(1)	Credit Cards	B561		0	6 d.1
(2)	Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	B562		30 500	6 d.2
7	To be completed by banks with \$100 million or more in total assets. (4) Trading assets	3401		0	7.
8	Lease financing receivables (net of unearned income)	3484		0	8.
9	Total assets (5)	3368		172 858	9
<b>LIABILITIES</b>					
10	Interest-bearing transaction accounts (NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts) (exclude demand deposits)	3485		17 310	10
11	Nontransaction accounts				
a	Savings deposits (includes MMDAs)	B563		18 500	11.a
b	Time deposits of \$100,000 or more	A514		50 931	11 b
c	Time deposits of less than \$100,000	A529		52,498	11 c
12	Federal funds purchased and securities sold under agreements to repurchase	3353		1,485	12
13	To be completed by banks with \$100 million or more in total assets. (4) Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	3355		0	13

**Memorandum**

Dollar Amounts in Thousands		RCON	B4	Mil	Thou
1	Memorandum item 1 is to be completed by: (4) • banks with \$300 million or more in total assets, and • banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, part I, item 3) exceeding five percent of total loans. Loans to finance agricultural production and other loans to farmers	3386		9,839	M.1

- (1) For all items, banks have the option of reporting either (1) an average of DAILY figures for the quarter, or (2) an average of WEEKLY figures (i.e., the Wednesday of each week of the quarter).
- (2) Quarterly averages for all debt securities should be based on amortized cost.
- (3) Quarterly averages for all equity securities should be based on historical cost.
- (4) The asset size tests and the five percent of total loans test are generally based on the total assets and total loans reported on the June 30, 2002, Report of Condition.
- (5) The quarterly average for total assets should reflect all debt securities (not held for trading) at amortized cost, equity securities with readily determinable fair values at the lower of cost or fair value, and equity securities without readily determinable fair values at historical cost.

**Schedule RC-L—Derivatives and Off-Balance Sheet Items**

Please read carefully the instructions for the preparation of Schedule RC-L. Some of the amounts reported in Schedule RC-L are regarded as volume indicators and not necessarily as measures of risk.

		Dollar Amounts in Thousands		RCON	Bl	Mil	Thou	
<b>1. Unused commitments:</b>								
<b>a. Revolving, open-end lines secured by 1-4 family residential properties,</b>								
e.g., home equity lines				3814		0		1 a
<b>b. Credit card lines</b>								
				3815		0		1 b
<b>c. Commercial real estate, construction, and land development.</b>								
(1) Commitments to fund loans secured by real estate				3816		306		1 c.1
(2) Commitments to fund loans not secured by real estate				8550		354		1 c.2
<b>d. Securities underwriting</b>								
				3817		0		1 d
<b>e. Other unused commitments</b>								
				3818		626		1 e
				3819		133		2
<b>2. Financial standby letters of credit</b>								
a. Amount of financial standby letters of credit conveyed to others		3820	0					2 a
<b>3. Performance standby letters of credit</b>								
a. Amount of performance standby letters of credit conveyed to others		3822	0					3 a
				3821		0		3
<b>4. Commercial and similar letters of credit</b>								
				3411		0		4
<b>5. To be completed by banks with \$100 million or more in total assets: (1)</b>								
Participations in acceptances (as described in the instructions) conveyed to others by the reporting bank				3428		0		5
<b>6. Securities lent (including customers' securities lent where the customer is indemnified against loss by the reporting bank)</b>								
				3433		0		6
<b>7. Credit derivatives</b>								
<b>a. Notional amount of credit derivatives on which the reporting bank is the guarantor</b>								
(1) Gross positive fair value				A534		0		7 a
(2) Gross negative fair value				C219		0		7 a.1
				C220		0		7 a.2
<b>b. Notional amount of credit derivatives on which the reporting bank is the beneficiary</b>								
(1) Gross positive fair value				A535		0		7 b
(2) Gross negative fair value				C221		0		7 b.1
				C222		0		7 b.2
<b>8. Spot foreign exchange contracts</b>								
				8765		0		8
<b>9. All other off-balance sheet liabilities (exclude derivatives) (itemize and describe each component of this item over 25% of Schedule RC, item 28, "Total equity capital")</b>								
TEXT				3430		0		9
a. Securities borrowed		3432	0					9 a
b. Commitments to purchase when-issued securities		3434	0					9 b
c. 3555		3555	N/A					9 c
d. 3556		3556	N/A					9 d
e. 3557		3557	N/A					9 e
<b>10. All other off-balance sheet assets (exclude derivatives) (itemize and describe each component of this item over 25% of Schedule RC, item 28, "Total equity capital")</b>								
TEXT				5591		0		10
a. Commitments to sell when-issued securities				3435		0		10 a
b. 5592		5592	N/A					10 b
c. 5593		5593	N/A					10 c
d. 5594		5594	N/A					10 d
e. 5595		5595	N/A					10 e
<b>11. Year-to-date merchant credit card sales volume</b>								
a. Sales for which the reporting bank is the acquiring bank				C223		0		11 a
b. Sales for which the reporting bank is the agent bank with risk				C224		0		11 b

(1) The \$100 million asset size test is generally based on the total assets reported in the June 30, 2002, Report of Condition

Schedule RC-L—Continued

Dollar Amounts in Thousands				
Derivatives Position Indicators	(Column A) Interest Rate Contracts	(Column B) Foreign Exchange Contracts	(Column C) Equity Derivative Contracts	(Column D) Commodity and Other Contracts
	Tri   Bil   Mil   Thou	Tri   Bil   Mil   Thou	Tri   Bil   Mil   Thou	Tri   Bil   Mil   Thou
<b>12. Gross amounts (e.g., notional amounts) (for each column, sum of items 12 a through 12 e must equal sum of items 13 and 14)</b>	RCON 8693	RCON 8694	RCON 8695	RCON 8696
<b>a. Futures contracts</b>	0	0	0	0
<b>b. Forward contracts</b>	0	0	0	0
<b>c. Exchange-traded option contracts.</b>	RCON 8701	RCON 8702	RCON 8703	RCON 8704
(1) Written options	0	0	0	0
(2) Purchased options	0	0	0	0
<b>d. Over-the-counter option contracts.</b>	RCON 8709	RCON 8710	RCON 8711	RCON 8712
(1) Written options	0	0	0	0
(2) Purchased options	0	0	0	0
<b>e. Swaps</b>	RCON 3450	RCON 3826	RCON 8719	RCON 8720
<b>13. Total gross notional amount of derivative contracts held for trading</b>	RCON A126	RCON A127	RCON 8723	RCON 8724
	0	0	0	0
<b>14. Total gross notional amount of derivative contracts held for purposes other than trading</b>	RCON 8725	RCON 8726	RCON 8727	RCON 8728
	0	0	0	0
<b>a. Interest rate swaps where the bank has agreed to pay a fixed rate</b>	RCON A589			
	0			
<b>15. To be complete by all banks:</b>				
<b>Gross fair values</b>				
<b>a. Contracts held for trading</b>	RCON 8733	RCON 8734	RCON 8735	RCON 8736
(1) Gross positive fair value	0	0	0	0
(2) Gross negative fair value	0	0	0	0
<b>b. Contracts held for purposes other than trading</b>	RCON 8737	RCON 8738	RCON 8739	RCON 8740
(1) Gross positive fair value	0	0	0	0
(2) Gross negative fair value	0	0	0	0

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Schedule RC-M—Memoranda

Dollar Amounts in Thousands		RCOM	Bd	Mill	Thou	
1. Extensions of credit by the reporting bank to its executive officers, directors, principal shareholders, and their related interests as of the report date:						
a. Aggregate amount of all extensions of credit to all executive officers, directors, principal shareholders, and their related interests		6184		2,585		1 a
b. Number of executive officers, directors, and principal shareholders to whom the amount of all extensions of credit by the reporting bank (including extensions of credit to related interests) equals or exceeds the lesser of \$500,000 or 5 percent of total capital as defined for this purpose in agency regulations		Number		6185	2	1 b
2. Intangible assets other than goodwill						
a. Mortgage servicing assets		3164		0		2 a
(1) Estimated fair value of mortgage servicing assets		A590		0		2 a 1
b. Purchased credit card relationships and nonmortgage servicing assets		B026		0		2 b
c. All other identifiable intangible assets		5507		0		2 c
d. Total (sum of items 2 a, 2 b, and 2 c) (must equal Schedule RC, item 10 b)		0426		0		2 d
3. Other real estate owned						
a. Direct and indirect investments in real estate ventures		5372		0		3 a
b. All other real estate owned						
(1) Construction, land development, and other land		5508		0		3 b.1
(2) Farmland		5509		0		3 b.2
(3) 1-4 family residential properties		5510		74		3 b.3
(4) Multifamily (5 or more) residential properties		5511		0		3 b.4
(5) Nonfarm nonresidential properties		5512		25		3 b.5
c. Total (sum of items 3 a and 3 b) (must equal Schedule RC, item 7)		2150		99		3 c
4. Investments in unconsolidated subsidiaries and associated companies						
a. Direct and indirect investments in real estate ventures		5374		0		4 a
b. All other investments in unconsolidated subsidiaries and associated companies		5375		0		4 b
c. Total (sum of items 4 a and 4 b) (must equal Schedule RC, item 8)		2130		0		4 c
5. Other borrowed money						
a. Federal Home Loan Bank advances						
(1) With a remaining maturity of one year or less (1)		2651		0		5 a 1
(2) With a remaining maturity of more than one year through three years		B565		0		5 a 2
(3) With a remaining maturity of more than three years		B566		0		5 a 3
b. Other borrowings						
(1) With a remaining maturity of one year or less		B571		0		5 b 1
(2) With a remaining maturity of more than one year through three years		B567		0		5 b 2
(3) With a remaining maturity of more than three years		B568		0		5 b 3
c. Total (Sum of items 5 a (1) through 5 b (3)) must equal Schedule RC, item 16)		3190		0		5 c
6. Does the reporting bank sell private label or third party mutual funds and annuities? _____						
		B569		NO		6
7. Assets under the reporting bank's management in proprietary mutual funds and annuities _____						
		RCOM	Bd	Mill	Thou	
		B570		0		7
8. Primary Internet Web site address of the bank (home page), if any: (example: http://www.examplebank.com)						
TEXT <u>4087</u> http://gnbgilmer.com						8
9. Do any of the bank's Internet Web sites have transactional capability, i.e., allow the bank's customers to execute transactions on their accounts through the Web site? _____						
		4088		YES		9

(1) Includes overnight Federal Home Loan Bank advances.

**Schedule RC-N—Past Due and Nonaccrual Loans, Leases, and Other Assets**

	(Column A) Past due 30 through 89 days and still accruing				(Column B) Past due 90 days or more and still accruing				(Column C) Nonaccrual				
	RCON	Bl	Ml	Thou	RCON	Bl	Ml	Thou	RCON	Bl	Ml	Thou	
Dollar Amounts in Thousands													
1. Loans secured by real estate													
a. Construction, land development, and other land loans	2759		0		2769		0		3492		0		1 a
b. Secured by farmland	3493		0		3494		0		3495		0		1 b
c. Secured by 1-4 family residential properties													
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	5398		0		5399		0		5400		0		1 c.1
(2) Closed-end loans secured by 1-4 family residential properties													
(a) Secured by first liens	C236		1,070		C237		712		C229		301		1 c.2 a
(b) Secured by junior liens	C238		0		C239		0		C230		0		1 c.2 b
d. Secured by multifamily (5 or more) residential properties	3499		0		3500		0		3501		0		1 d
e. Secured by nonfarm nonresidential properties	3502		282		3503		74		3504		79		1 e
2. Loans to depository institutions and acceptances of other banks	8834		0		8835		0		8836		0		2
3. Not applicable													
4. Commercial and industrial loans	1606		155		1607		4		1608		0		4
5. Loans to individuals for household, family, and other personal expenditures													
a. Credit cards	B575		0		B576		0		B577		0		5 a
b. Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	B578		2 696		B579		426		B580		243		5 b
6. Loans to foreign governments and official institutions	5389		0		5390		0		5391		0		6
7. All other loans (1)	5459		207		5460		52		5461		368		7
8. Lease financing receivables	1226		0		1227		0		1228		0		8
9. Debt securities and other assets (exclude other real estate owned and other repossessed assets)	3505		0		3506		0		3507		0		9

Amounts reported in Schedule RC-N, items 1 through 8, above include guaranteed and unguaranteed portions of past due and nonaccrual loans and leases. Report in item 10 below certain guaranteed loans and leases that have already been included in the amounts reported in items 1 through 8

	RCON				Bl				Ml				Thou			
	RCON	Bl	Ml	Thou												
10. Loans and leases reported in items 1 through 8 above which are wholly or partially guaranteed by the U.S. Government	5612		0		5613		0		5614		0		10			
a. Guaranteed portion of loans and leases included in item 10 above	5615		0		5616		0		5617		0		10.a			

(1) Includes past due and nonaccrual "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Other loans."

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**Schedule RC-N—Continued**

Memoranda	Dollar Amounts in Thousands												
	(Column A) Past due 30 through 89 days and still accruing				(Column B) Past due 90 days or more and still accruing				(Column C) Nonaccrual				
	RCON	Bl	Mil	Thou	RCON	Bl	Mil	Thou	RCON	Bl	Mil	Thou	
1. Restructured loans and leases included in Schedule RC-N, items 1 through 8, above (and not reported in Schedule RC-C, Part I, Memorandum item 1)	1658			0	1659			0	1661			0	M.1
2. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-N, items 4 and 7, above	6558			0	6559			0	6560			0	M.2
3. Memorandum items 3 a through 3 d are to be completed by banks with \$300 million or more in total assets. (1)													
a. Loans secured by real estate to non-U S addressees (domicile)(included in Schedule RC-N, item 1, above)	1248			N/A	1249			N/A	1250			N/A	M.3 a
b. Loans to and acceptances of foreign banks (included in Schedule RC-N, item 2, above)	5380			N/A	5381			N/A	5382			N/A	M.3 b
c. Commercial and industrial loans to non-U.S. addressees (domicile)(included in Schedule RC-N, item 4, above)	1254			N/A	1255			N/A	1256			N/A	M.3.c
d. Lease financing receivables of non-U S addressees (domicile) (included in Schedule RC-N, item 8, above)	1271			N/A	1272			N/A	1791			N/A	M.3 d
4. Memorandum item 4 is to be completed by (1) • banks with \$300 million or more in total assets • banks with less than \$300 million or more in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, part I, item 3) exceeding five percent of total loans. Loans to finance agricultural production and other loans to farmers (included in Schedule RC-N, item 7, above)	1594			113	1597			52	1583			368	M.4
5. Loans and leases held for sale (included in Schedule RC-N, items 1 through 8, above)	C240			0	C241			0	C226			0	M.5

(Column A) Past due 30 through 89 days				(Column B) Past due 90 days or more			
RCON	Bl	Mil	Thou	RCON	Bl	Mil	Thou
3529			N/A	3530			N/A

6. Memorandum item 6 is to be completed by banks with \$300 million or more in total assets. (1)  
 Interest rate, foreign exchange rate, and other commodity and equity contracts  
 Fair value of amounts earned as assets

M.6

(1) The \$300 million asset size test and the five percent of total loans test are generally based on the total assets and total loans reported on the June 30, 2002, Report of Condition

Person to whom questions about the Reports of Condition and Income should be directed

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**Schedule RC-O—Other Data for Deposit Insurance and FICO Assessments**

		Dollar Amounts in Thousands		RC	CON	Bit	Mill	Thou	
1	Unposted debits (see instructions)								
a	Actual amount of all unposted debits	0030						0	1 a
	OR								
b	Separate amount of all unposted debits								
(1)	Actual amount of unposted debits to demand deposits	0031						N/A	1 b.1
(2)	Actual amount of unposted debits to time and savings deposits (1)	0032						N/A	1 b.2
2	Unposted credits (see instructions)								
a	Actual amount of all unposted credits	3510						0	2 a
	OR								
b	Separate amount of unposted credits								
(1)	Actual amount of unposted credits to demand deposits	3512						N/A	2 b.1
(2)	Actual amount of unposted credits to time and savings deposits (1)	3514						N/A	2 b.2
3	Uninvested trust funds (cash) held in bank's own trust department (not included in total deposits)	3520						0	3
4	Deposits of consolidated subsidiaries (not included in total deposits):								
a	Demand deposits of consolidated subsidiaries	2211						0	4 a
b	Time and savings deposits (1) of consolidated subsidiaries	2351						0	4 b
c	Interest accrued and unpaid on deposits of consolidated subsidiaries	5514						0	4 c
5	Not applicable								
6	Reserve balances actually passed through to the Federal Reserve by the reporting bank on behalf of its respondent depository institutions that are also reflected as deposit liabilities of the reporting bank								
a	Amount reflected in demand deposits (included in Schedule RC-E, item 7, column B)	2314						0	6 a
b	Amount reflected in time and savings deposits (1) (included in Schedule RC-E, item 7, column A or C, but not column B)	2315						0	6 b
7	Unamortized premiums and discounts on time and savings deposits (1, 2)								
a	Unamortized premiums	5516						0	7 a
b	Unamortized discounts	5517						0	7 b
8	To be completed by banks with "Oakar deposits."								
a	Deposits purchased or acquired from other FDIC-insured institutions during the quarter								
(1)	Total deposits purchased or acquired from other FDIC-insured institutions during the quarter	A531						0	8 a.1
(2)	Amount of purchased or acquired deposits reported in item 8 a (1) above attributable to a secondary fund (i.e., BIF members report deposits attributable to SAIF, SAIF members report deposits attributable to BIF)	A532						0	8 a.2
b	Total deposits sold or transferred to other FDIC-insured institutions during the quarter	A533						0	8 b
9	Deposits in lifeline accounts	5506							9
10	Benefit-responsive "Depository Institution Investment Contracts" (included in total deposits)	8432						0	10

(1) For FDIC insurance and FICO assessment purposes, "time and savings deposits" consists of nontransaction accounts and all transaction accounts other than demand deposits.  
 (2) Exclude core deposit intangibles.

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Schedule RC-O - Continued

Dollar Amounts in Thousands		RCON	Bl	MI	Thou	
<b>11. Adjustments to demand deposits reported in Schedule RC-E for certain reciprocal demand balances:</b>						
<b>a.</b> Amount by which demand deposits would be reduced if the reporting bank's reciprocal demand balances with the domestic offices of U.S. banks and savings associations and insured branches in Puerto Rico and U.S. territories and possessions that were reported on a gross basis in Schedule RC-E had been reported on a net basis		8785		0		11.a
<b>b.</b> Amount by which demand deposits would be increased if the reporting bank's reciprocal demand balances with foreign banks and foreign offices of other U.S. banks (other than insured branches in Puerto Rico and U.S. territories and possessions) that were reported on a net basis in Schedule RC-E had been reported on a gross basis		A181		0		11.b
<b>c.</b> Amount by which demand deposits would be reduced if cash items in process of collection were included in the calculation of the reporting bank's net reciprocal demand balances with the domestic offices of U.S. banks and savings associations and insured branches in Puerto Rico and U.S. territories and possessions in Schedule RC-E		A182		0		11.c
<b>12. Amount of assets netted against deposit liabilities on the balance sheet (Schedule RC) in accordance with generally accepted accounting principles (exclude amounts related to reciprocal demand balances):</b>						
<b>a.</b> Amount of assets netted against demand deposits		A527		0		12.a
<b>b.</b> Amount of assets netted against time and savings deposits		A528		0		12.b

Memoranda (to be completed each quarter except as noted)

Dollar Amounts in Thousands		RCON	Bl	MI	Thou	
<b>1. Total deposits of the bank (sum of Memorandum items 1 a (1) and 1 b (1) must equal Schedule RC, item 13 a)</b>						
<b>a. Deposit accounts of \$100,000 or less (1)</b>						
(1) Amount of deposit accounts of \$100,000 or less		2702		90 078		M 1.a.1
(2) Number of deposit accounts of \$100,000 or less (to be completed for the June report only)		3778		N/A		M 1.a.2
<b>b. Deposit accounts of more than \$100,000 (1)</b>						
(1) Amount of deposit accounts of more than \$100,000		2710		66 546		M 1.b.1
(2) Number of deposit accounts of more than \$100,000		2722		460		M 1.b.2
<b>2. Memorandum item 2 is to be completed by all banks.</b>						
Estimated amount of uninsured deposits (see instructions)		5597		26 633		M 2
<b>3. Has the reporting institution been consolidated with a parent bank or savings association in that parent bank's or parent saving association's Call Report or Thrift Financial Report? If so, report the legal title and FDIC Certificate Number of the parent bank or parent savings association</b>						
TEXT		RCON	FDIC Cert No			
A545		A545	N/A	M.3		

(1) The dollar amounts used as the basis for reporting in Memoranda items 1 a and 1 b reflect the deposit insurance limits in effect on the report date.

**Schedule RC-R—Regulatory Capital**

Dollar Amounts in Thousands		RCOM	B1	M1	Thou	
<b>Tier 1 capital</b>						
1. Total equity capital (from Schedule RC, item 28)		3210		19,375		1
2 LESS Net unrealized gains (losses) on available-for-sale securities (1) (if a gain, report as a positive value, if a loss, report as a negative value)		B434		473		2
3 LESS Net unrealized loss on available-for-sale EQUITY securities (1) (report loss as a positive value)		A221		0		3
4 LESS Accumulated net gains (losses) on cash flow hedges (1) (if a gain, report as a positive value, if a loss, report as a negative value)		4336		0		4
5 LESS Nonqualifying perpetual preferred stock		B588		0		5
6 Qualifying minority interests in consolidated subsidiaries		B589		0		6
7 LESS Disallowed goodwill and other disallowed intangible assets		B590		0		7
8 Subtotal (sum of items 1 and 6, less items 2, 3, 4, 5, and 7)		C227		18,902		8
9 a LESS Disallowed servicing assets and purchased credit card relationships		B591		0		9 a
b LESS Disallowed deferred tax assets		B610		0		9 b
10 Other additions to (deductions from) Tier 1 capital		B592		0		10
11 Tier 1 capital (sum of items 8 and 10, less items 9 a and 9 b)		8274		18,902		11
<b>Tier 2 capital</b>						
12 Qualifying subordinated debt and redeemable preferred stock		5306		0		12
13 Cumulative perpetual preferred stock includible in Tier 2 capital		B593		0		13
14 Allowance for loan and lease losses includible in Tier 2 capital		5310		1,222		14
15 Unrealized gains on available-for-sale equity securities includible in Tier 2 capital		2221		0		15
16 Other Tier 2 capital components		B594		0		16
17 Tier 2 capital (sum of items 12 through 16)		5311		1,222		17
18 Allowable Tier 2 capital (lesser of item 11 or 17)		8275		1,222		18
19 Tier 3 capital allocated for market risk		1395		0		19
20 LESS Deductions for total nsk-based capital		B595		0		20
21 Total nsk-based capital (sum of items 11, 18, and 19, less item 20)		3792		20,124		21
<b>Total assets for leverage ratio</b>						
22 Average total assets (from Schedule RC-K, item 9)		3368		172,858		22
23 LESS Disallowed goodwill and other disallowed intangible assets (from item 7 above)		B590		0		23
24 LESS Disallowed servicing assets and purchased credit card relationships (from item 9 a above)		B591		0		24
25 LESS Disallowed deferred tax assets (from item 9 b above)		5610		0		25
26 LESS Other deductions from assets for leverage capital purposes		B596		0		26
27 Average total assets for leverage capital purposes (item 22 less items 23 through 26)		A224		172,858		27
<b>Adjustments for financial subsidiaries</b>						
28 a Adjustment to Tier 1 capital reported in item 11		C228		0		28 a
b Adjustment to total nsk-based capital reported in item 21		B503		0		28 b
29 Adjustment to nsk-weighted assets reported in item 62		B504		0		29
30 Adjustment to average total assets reported in item 27		B505		0		30
<b>Capital ratios</b>						
(Column B is to be completed by all banks. Column A is to be completed by banks with financial subsidiaries)						
		(Column A)		(Column B)		
	RCOM	Percentage	RCOM	Percentage		
31 Tier 1 leverage ratio (2)	7273	N/A	7204	10.93%		31
32 Tier 1 nsk-based capital ratio (3)	7274	N/A	7206	19.23%		32
33 Total nsk-based capital ratio (4)	7275	N/A	7205	20.47%		33

(1) Report amount included in Schedule RC, item 26 b, "Accumulated other comprehensive income."  
 (2) The ratio for column B is item 11 divided by item 27. The ratio for column A is item 11 minus item 28 a divided by (item 27 minus item 30).  
 (3) The ratio for column B is item 11 divided by item 62. The ratio for column A is item 11 minus item 28 a divided by (item 62 minus item 29).  
 (4) The ratio for column B is item 21 divided by item 62. The ratio for column A is item 21 minus item 28 b divided by (item 62 minus item 29).

Schedule RC-R—Continued

Banks are not required to risk-weight each on-balance sheet asset and the credit equivalent amount of each off-balance sheet item that qualifies for a risk weight of less than 100 percent (50 percent for derivatives) at its lower risk weight. When completing items 34 through 54 of Schedule RC-R, each bank should decide for itself how detailed a risk-weight analysis it wishes to perform. In other words, a bank can choose from among its assets and off-balance sheet items that have a risk weight of less than 100 percent which ones to risk-weight at an appropriate lower risk weight, or it can simply risk-weight some or all of these items at a 100 percent risk weight (50 percent for derivatives).

	(Column A) Totals (from Schedule RC)	(Column B) Items Not Subject to Risk-Weighting	Allocation by Risk Weight Category			
			(Column C) 0%	(Column D) 20%	(Column E) 50%	(Column F) 100%
			Bill   Mil   Thou	Bill   Mil   Thou	Bill   Mil   Thou	Bill   Mil   Thou
Dollar Amounts in Thousands						
<b>Balance Sheet Asset Categories</b>						
34 Cash and balances due from depository institutions (Column A equals the sum of Schedule RC items 1 a and 1 b)	RCON 0010 12,527		RCON B600 2,894	RCON B601 9,633		RCON B602 0
35 Held-to-maturity securities	RCON 1754 15,512	RCON B603 0	RCON B604 712	RCON B605 2,605	RCON B606 12,195	RCON B607 0
36 Available-for-sale securities	RCON 1773 44,386	RCON B608 717	RCON B609 1,003	RCON B610 42,541	RCON B611 125	RCON B612 0
37 Federal funds sold and securities purchased under agreements to resell	RCON C225 19,205		RCON C063 0	RCON C064 19,205		RCON B520 0
38 Loans and leases held for sale	RCON 5369 0	RCON B617 0	RCON B618 0	RCON B619 0	RCON B620 0	RCON B621 0
39 Loans and leases, net of unearned income	RCON B528 82,916	RCON B822 0	RCON B623 0	RCON B624 0	RCON B625 21,301	RCON B826 61,615
40 LESS Allowance for loan and lease losses	RCON 3123 1,222	RCON 3123 1,222				
41 Trading assets	RCON 3545 0	RCON B627 0	RCON B628 0	RCON B629 0	RCON B630 0	RCON B631 0
42 All other assets (1)	RCON B839 4,998	RCON B640 0	RCON B641 60	RCON B642 0	RCON B843 0	RCON 5339 4,938
43 Total assets (sum of items 34 through 42)	RCON 2170 178,322	RCON B644 (505)	RCON 5320 4,669	RCON 5327 73,984	RCON 5334 33,621	RCON 5340 66,553

(1) Includes premises and fixed assets, other real estate owned, investments in unconsolidated subsidiaries and associated companies, customers' liability on acceptances outstanding, intangible assets, and other assets.

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Schedule RC-R—Continued

	(Column A) Face Value or Notional Amount	Credit Conversion Factor	(Column B) Credit Equivalent Amount (1)	(Column C) (Column D) (Column E) (Column F) Allocation by Risk Weight Category			
				0%	20%	50%	100%
				Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou
Dollar Amounts in Thousands							
<b>Derivatives and Off-Balance Sheet Items</b>	RCON B546	See footnote 2	RCON B547	RCON B548	RCON B581	RCON B582	RCON B583
44 Financial standby letters of credit	133	1 000	133	0	0	0	133
45 Performance standby letters of credit	RCON 3821		RCON B850	RCON B851	RCON B852	RCON B853	RCON B854
	0	50	0	0	0	0	0
46 Commercial and similar letters of credit	RCON 3411		RCON B855	RCON B856	RCON B857	RCON B858	RCON B859
	0	20	0	0	0	0	0
47 Risk participations in bankers acceptances acquired by the reporting institution	RCON 3429		RCON B860	RCON B861	RCON B862		RCON B863
	0	1 00	0	0	0		0
	RCON 3433		RCON B864	RCON B865	RCON B866	RCON B867	RCON B868
	0	1 00	0	0	0	0	0
48 Securities lent	RCON A250		RCON B869	RCON B870	RCON B871	RCON B872	RCON B873
	0	1 00	0	0	0	0	0
49 Retained recourse on small business obligations sold with recourse							
50 Recourse and direct credit substitutes (other than financial standby letters of credit) subject to the low-level exposure rule and residual interests subject to a dollar-for-dollar capital requirement	RCON B541	See footnote 3	RCON B542				RCON B543
	0	12 500	0				0
51 All other financial assets sold with recourse	RCON B675		RCON B676	RCON B677	RCON B678	RCON B679	RCON B680
	0	1 00	0	0	0	0	0
52 All other off-balance sheet liabilities	RCON B681		RCON B682	RCON B683	RCON B684	RCON B685	RCON B686
	0	1 00	0	0	0	0	0
53 Unused commitments with an original maturity exceeding one year	RCON 3833		RCON B687	RCON B688	RCON B689	RCON B690	RCON B691
	0	50	0	0	0	0	0
54 Derivative contracts			RCON A167	RCON B693	RCON B694	RCON B695	
			0	0	0	0	

(1) Column A multiplied by credit conversion factor

(2) For financial standby letters of credit to which the low-level exposure rule applies, use a credit conversion factor of 12.5 or an institution-specific factor.

For other financial standby letters of credit, use a credit conversion factor of 1.00. See instructions for further information. (Entering an 'M' allows for data entry in Column B.)

(3) Or institution specific factor. (Entering an 'M' allows for data entry in Column B.)

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Schedule RC-R—Continued

	Allocation by Risk Weight Category				55
	(Column C)	(Column D)	(Column E)	(Column F)	
	0%	20%	50%	100%	
Dollar Amounts in Thousands					
<b>Totals</b>	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	
55 Total assets, derivatives, and off-balance sheet items by risk weight category (for each column, sum of items 43 through 54)	RCON B696 4,669	RCON B697 73,984	RCON B698 33,621	RCON B699 66,686	55
56 Risk weight factor	x 0%	x 20%	x 50%	x 100%	56
57 Risk-weighted assets by risk weight category (for each column, item 55 multiplied by item 56)	RCON B700 0	RCON B701 14,797	RCON B702 16,811	RCON B703 66,686	57
58 Market risk equivalent assets				RCON 1651 0	58
59 Risk-weighted assets before deductions for excess allowance for loan and lease losses and allocated transfer risk reserve (sum of item 57, columns C through F, and item 58)				RCON B704 98,294	59
60 LESS Excess allowance for loan and lease losses				RCON A222 0	60
61 LESS Allocated transfer risk reserve				RCON 3128 0	61
62 Total risk-weighted assets (item 59 minus items 60 and 61)				RCON A223 98,294	62

Memoranda

	Dollar Amounts in Thousands		
	RCON	Bil   Mil   Thou	
1 Current credit exposure across all derivative contracts covered by the risk-based capital standards	8764	0	M.1

	With a remaining maturity of						
	(Column A) One year or less		(Column B) Over one year through five years		(Column C) Over five years		
	RCON	nl   Bil   Mil   Tho	RCON	nl   Bil   Mil   Tho	RCON	nl   Bil   Mil   Tho	
2 Notional principal amounts of derivative contracts (1)							
a Interest rate contracts	3809	0	8766	0	8767	0	M 2.a
b Foreign exchange contracts	3812	0	8769	0	8770	0	M.2.b
c Gold contracts	8771	0	8772	0	8773	0	M 2.c
d Other precious metals contracts	8774	0	8775	0	8776	0	M 2.d
e Other commodity contracts	8777	0	8778	0	8779	0	M 2.e
f Equity derivative contracts	A000	0	AC01	0	A002	0	M 2.f

(1) Exclude foreign exchange contracts with an original maturity of 14 days or less and all futures contracts

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Schedule RC-S—Servicing, Securitization, and Asset Sale Activities

	(Column A)	(Column B)	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)
	1-4 Family Residential Loans	Home Equity Lines	Credit Card Receivables	Auto Loans	Other Consumer Loans	Commercial and Industrial Loans	All Other Loans and All Leases
Dollar Amounts in Thousands	Bi   Mi   Thou	Bi   Mi   Thou	Bi   Mi   Thou	Bi   Mi   Thou	Bi   Mi   Thou	Bi   Mi   Thou	Bi   Mi   Thou
<b>Bank Securitization Activities</b>							
1. Outstanding principal balance of assets sold and securitized by the reporting bank with servicing retained or with recourse or other seller-provided credit enhancements	RCON B705	RCON B706	RCON B707	RCON B708	RCON B709	RCON B710	RCON B711
	0	0	0	0	0	0	0
2. Maximum amount of credit exposure arising from recourse or other seller-provided credit enhancements provided to structures reported in item 1 in the form of:							
a. Credit-enhancing interest-only strips (included in RC-B, or RC-F or in Schedule RC, item 5)	RCON B712	RCON B713	RCON B714	RCON B715	RCON B716	RCON B717	RCON B718
	0	0	0	0	0	0	0
b. Subordinated securities and other residual interests	RCON C393	RCON C394	RCON C395	RCON C396	RCON C397	RCON C398	RCON C399
	0	0	0	0	0	0	0
c. Standby letters of credit and other enhancements	RCON C400	RCON C401	RCON C402	RCON C403	RCON C404	RCON C405	RCON C406
	0	0	0	0	0	0	0
3. Reporting bank's unused commitments to provide liquidity to structures reported in item 1	RCON B726	RCON B727	RCON B728	RCON B729	RCON B730	RCON B731	RCON B732
	0	0	0	0	0	0	0
4. Past due loan amounts included in item 1	RCON B733	RCON B734	RCON B735	RCON B736	RCON B737	RCON B738	RCON B739
a. 30-89 days past due	0	0	0	0	0	0	0
	RCON B740	RCON B741	RCON B742	RCON B743	RCON B744	RCON B745	RCON B746
b. 90 days or more past due	0	0	0	0	0	0	0
5. Charge-offs and recoveries on assets sold and securitized with servicing retained or with recourse or other seller-provided credit enhancements (calendar year-to-date)							
a. Charge-offs	RIAD B747	RIAD B748	RIAD B749	RIAD B750	RIAD B751	RIAD B752	RIAD B753
	0	0	0	0	0	0	0
b. Recoveries	RIAD B754	RIAD B755	RIAD B756	RIAD B757	RIAD B758	RIAD B759	RIAD B760
	0	0	0	0	0	0	0

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Schedule RC-S—Continued

	(Column A)	(Column B)	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)
	1-4 Family Residential Loans	Home Equity Lines	Credit Card Receivables	Auto Loans	Other Consumer Loans	Commercial and Industrial Loans	All Other Loans and All Leases
Dollar Amounts in Thousands	Bl   M   Thou	Bl   M   Thou	Bl   M   Thou	Bl   M   Thou	Bl   M   Thou	Bl   Mil   Thou	Bl   M   Thou
6 Amount of ownership (or seller's) interests carried as:							
a Securities (included in RC-B or RC, item 5)		RCON B761	RCON B762			RCON B763	
		0	0			0	6 a
b Loans (included in Schedule RC-C)		RCON B500	RCON B501			RCON B502	
		0	0			0	6 b
7 Past due loan amounts included in interests reported in item 6 a:							
a 30-89 days past due		RCON B764	RCON B765			RCON B766	
		0	0			0	7 a
b 90 days or more past due		RCON B767	RCON B768			RCON B769	
		0	0			0	7 b
8 Charge-offs and recoveries on loan amounts included in interests reported in item 6 a (calendar year-to-date):							
a Charge-offs		RIAD B770	RIAD B771			RIAD B772	
		0	0			0	8 a
b Recoveries		RIAD B773	RIAD B774			RIAD B775	
		0	0			0	8 b
<b>For Securitization Facilities Sponsored By or Otherwise Established By Other Institutions</b>							
9 Maximum amount of credit exposure arising from credit enhancements provided by the reporting bank to other institutions' securitization structures in the form of standby letters of credit, purchased subordinated securities, and other enhancements	RCON B776	RCON B777	RCON B778	RCON B779	RCON B780	RCON B781	RCON B782
	0	0	0	0	0	0	0 9
10 Reporting bank's unused commitments to provide liquidity to other institutions' securitization structures	RCON B783	RCON B784	RCON B785	RCON B786	RCON B787	RCON B788	RCON B789
	0	0	0	0	0	0	0 10

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**Gilmer National Bank**  
 Legal Title of Bank

FFIEC 041  
 RC-28

FDIC Certificate Number - 03219

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**Schedule RC-S—Continued**

	(Column A)	(Column B)	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)
	1-4 Family Residential Loans	Home Equity Lines	Credit Card Receivables	Auto Loans	Other Consumer Loans	Commercial and Industrial Loans	All Other Loans and All Leases
Dollar Amounts in Thousands	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou	Bil   Mil   Thou
<b>Bank Asset Sales</b>							
<b>11. Assets sold with recourse or other seller-provided credit enhancements and not securitized by the reporting bank</b>	RCON B790	RCON B791	RCON B792	RCON B793	RCON B794	RCON B795	RCON B796
	0	0	0	0	0	0	0
<b>12. Maximum amount of credit exposure arising from recourse or other seller-provided credit enhancements provided to assets reported in item 11</b>	RCON B797	RCON B798	RCON B799	RCON B800	RCON B801	RCON B802	RCON B803
	0	0	0	0	0	0	0

**Memoranda**

	Dollar Amounts in Thousands		
	RCON	Bil   Mil   Thou	
<b>1. Small business obligations transferred with recourse under Section 208 of the Riegle Community Development and Regulatory Improvement Act of 1994.</b>			
<b>a. Outstanding principal balance</b>	A249	0	M 1 a
<b>b. Amount of retained recourse on these obligations as of the report date</b>	A250	0	M 1 b
<b>2. Outstanding principal balance of assets serviced for others</b>			
<b>a. 1-4 family residential mortgages serviced with recourse or other servicer-provided credit enhancements</b>	B804	0	M 2 a
<b>b. 1-4 family residential mortgages serviced with no recourse or other servicer-provided credit enhancements</b>	B805	0	M 2 b
<b>c. Other financial assets (1)</b>	A591	0	M 2 c
<b>3. Asset-backed commercial paper conduits</b>			
<b>a. Maximum amount of credit exposure arising from credit enhancements provided to conduit structures in the form of standby letters of credit, subordinated securities, and other enhancements.</b>			
<b>(1) Conduits sponsored by the bank, a bank affiliate, or the bank's holding company</b>	B806	0	M 3 a 1
<b>(2) Conduits sponsored by other unrelated institutions</b>	B807	0	M 3 a 2
<b>b. Unused commitments to provide liquidity to conduit structures</b>			
<b>(1) Conduits sponsored by the bank, a bank affiliate, or the bank's holding company</b>	B808	0	M 3 b 1
<b>(2) Conduits sponsored by other unrelated institutions</b>	B809	0	M 3 b 2
<b>4. Outstanding credit card fees and finance charges included in Schedule RC-S, Item 1, column c (2)</b>	C407	0	M 4

(1) Memorandum item 2 c is to be completed if the principal balance of other financial assets serviced for others is more than \$10 million

(2) Memorandum item 4 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.

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**Schedule RC-T—Fiduciary and Related Services**

Items 12 through 23 and Memorandum Item 4 will not be made available to the public on an individual institution basis.

- 1. Does the institution have fiduciary powers? (If "NO," do not complete Schedule RC-T.) 

RCON	YES / NO
A345	NO

 1
- 2. Does the institution exercise the fiduciary powers it has been granted? 

RCON	YES / NO
A345	N/A

 2
- 3. Does the institution have any fiduciary or related activity (in the form of assets or accounts)? (If "NO," do not complete the rest of Schedule RC-T.) 

RCON	YES / NO
B867	N/A

 3

If the answer to item 3 is "YES", complete the applicable items of Schedule RC-T, as follows:

Institutions with total fiduciary assets (item 9, sum of columns A and B) greater than \$250 million (as of the preceding December 31) or with gross fiduciary and related services income greater than 10% of revenue (net interest income plus noninterest income) for the preceding calendar year must complete

- Items 4 through 19 quarterly,
- Items 20 through 23 annually with the December report, and
- Memorandum items 1 through 4 annually with the December report.

Institutions with total fiduciary assets (item 9, sum of columns A and B) greater than \$100 million but less than or equal to \$250 million (as of the preceding December 31) that do not meet the fiduciary income test for quarterly reporting must complete

- Items 4 through 23 annually with the December report, and
- Memorandum items 1 through 4 annually with the December report.

Institutions with total fiduciary assets (item 9, sum of columns A and B) of \$100 million or less (as of the preceding December 31) that do not meet the fiduciary income test for quarterly reporting must complete

- Items 4 through 10 annually with the December report, and
- Memorandum items 1 through 3 annually with the December report.

	(Column A) Managed Assets				(Column B) Non-Managed Assets				(Column C) Number of Managed Accounts	(Column D) Number of Non-Managed Accounts
	Trl	Bl	Ml	Thou	Trl	Bl	Ml	Thou		
<b>FIDUCIARY AND RELATED ASSETS</b>	Dollar Amounts in Thousands				Dollar Amounts in Thousands					
4 Personal trust and agency accounts	RCONB868				RCONB869				RCONB870	RCONB871
5 Retirement related trust and agency accounts.	N/A				N/A				N/A	N/A
a. Employee benefit-defined contribution	RCONB872				RCONB873				RCONB874	RCONB875
b. Employee benefit-defined benefit	N/A				N/A				N/A	N/A
c. Other retirement accounts	RCONB876				RCONB877				RCONB878	RCONB879
6 Corporate trust and agency accounts	N/A				N/A				N/A	N/A
7 Investment management agency accounts	RCONB884				RCONB885				RCONC001	RCONC002
8 Other fiduciary accounts	RCONB886								RCONB888	
9 Total fiduciary accounts (sum of items 4 through 8)	N/A				N/A				N/A	N/A
10 Custody and safekeeping accounts					RCONB890					RCONB892
11 Not applicable					N/A					N/A

Schedule RC-T—Continued

Dollar Amounts in Thousands		RIAD	Bil	Mil	Thou
<b>FIDUCIARY AND RELATED SERVICES INCOME</b>					
12	Personal trust and agency accounts	B904		N/A	12
13	Retirement related trust and agency accounts				
a	Employee benefit—defined contribution	B905		N/A	13 a
b	Employee benefit—defined benefit	B906		N/A	13 b
c	Other retirement accounts	B907		N/A	13 c
14	Corporate trust and agency accounts	A479		N/A	14
15	Investment management agency accounts	B908		N/A	15
16	Other fiduciary accounts	A480		N/A	16
17	Custody and safekeeping accounts	B909		N/A	17
18	Other fiduciary and related services income	B910		N/A	18
19	Total gross fiduciary and related services income (sum of items 12 through 18) (must equal Schedule RI, item 5 a)	4070		N/A	19
20	Less Expenses	C058		N/A	20
21	Less Net losses from fiduciary and related services	A488		N/A	21
22	Plus Intracompany income credits for fiduciary and related services	B911		N/A	22
23	Net fiduciary and related services income	A491		N/A	23

Memoranda		Dollar Amounts in Thousands			Managed Assets	
		RCON	Bil	Mil	Thou	
<b>1. Managed assets held in personal trust and agency accounts</b>						
a	Noninterest-bearing deposits	B913		N/A		M 1 a
b	Interest-bearing deposits	B914		N/A		M 1 b
c	U S Treasury and U S Government agency obligations	B915		N/A		M 1 c
d	State, county and municipal obligations	B916		N/A		M 1 d
e	Money market mutual funds	B917		N/A		M 1 e
f	Other short-term obligations	B918		N/A		M 1 f
g	Other notes and bonds	B919		N/A		M 1 g
h	Common and preferred stocks	B920		N/A		M 1 h
i	Real estate mortgages	B921		N/A		M 1 i
j	Real estate	B922		N/A		M 1 j
k	Miscellaneous assets	B923		N/A		M 1 k
l	Total managed assets held in personal trust and agency accounts (sum of Memorandum items 1 a through 1 k) (must equal Schedule RC-T, item 4, column A)	BB68		N/A		M.1.l

Dollar Amounts in Thousands		(Column A) Number of Issues	(Column B) Principal Amount Outstanding
		RCON	Tril   Bil   Mil   Thou
<b>2. Corporate trust and agency accounts</b>			
a	Corporate and municipal trusteeships	B927	N/A
b	Transfer agent, registrar, paying agent, and other corporate agency	B929	N/A

FDIC Certificate Number - 03219

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Schedule RC-T—Continued

Memoranda—Continued

Dollar Amounts in Thousands	(Column A) Number of Funds		(Column B) Market Value of Fund Assets		
	RCON		RCON	Bil   Mil   Thou	
<b>3. Collective investment funds and common trust funds:</b>					
a. Domestic equity	B931	N/A	B932	N/A	M 3 a
b. International/Global equity	B933	N/A	B934	N/A	M 3 b
c. Stock/Bond blend	B935	N/A	B936	N/A	M 3 c
d. Taxable bond	B937	N/A	B938	N/A	M 3 d
e. Municipal bond	B939	N/A	B940	N/A	M 3 e
f. Short term investments/Money market	B941	N/A	B942	N/A	M 3 f
g. Specialty/Other	B943	N/A	B944	N/A	M 3 g
h. Total collective investment funds (sum of Memorandum items 3 a through 3 g)	B945	N/A	B946	N/A	M 3 h

Dollar Amounts in Thousands	(Column A) Gross Losses Managed Accounts		(Column B) Gross Losses Non-Managed Accounts		(Column C) Recoveries		
	RIAD	Mil   Thou	RIAD	Mil   Thou	RIAD	Mil   Thou	
<b>4. Fiduciary settlements, surcharges and other losses.</b>							
a. Personal trust and agency accounts	B947	N/A	B948	N/A	B949	N/A	M 4 a
b. Retirement related trust and agency accounts	B950	N/A	B951	N/A	B952	N/A	M 4 b
c. Investment management agency accounts	B953	N/A	B954	N/A	B955	N/A	M 4 c
d. Other fiduciary accounts and related services	B956	N/A	B957	N/A	B958	N/A	M 4 d
e. Total fiduciary settlements, surcharges, and other losses (sum of Memorandum items 4 a through 4 d) (sum of columns A and B minus column C must equal Schedule RC-T, item 21)	B959	N/A	B960	N/A	B961	N/A	M 4 e

Person to whom questions about Schedule RC-T—Fiduciary and Related Services should be directed.

\_\_\_\_\_

Name and Title (TEXT B952)

\_\_\_\_\_

E-mail Address (TEXT B926)

\_\_\_\_\_

Telephone Area code/phone number/extension (TEXT B963)      FAX. Area code/phone number (TEXT B964)

**Optional Narrative Statement Concerning the Amounts  
Reported in the Reports of Condition and Income**  
at close of business on March 31, 2003

FFIEC 041  
RC-30

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Gilmer National Bank  
Legal Title of Bank

Gilmer  
City

TX  
State

The management of the reporting bank may, if it wishes, submit a brief narrative statement on the amounts reported in the Reports of Condition and Income. This optional statement will be made available to the public, along with the publicly available data in the Reports of Condition and Income, in response to any request for individual bank report data. However, the information reported in Schedule RC-T, items 12 through 23 and Memorandum item 4, is regarded as confidential and will not be released to the public. **BANKS CHOOSING TO SUBMIT THE NARRATIVE STATEMENT SHOULD ENSURE THAT THE STATEMENT DOES NOT CONTAIN THE NAMES OR OTHER IDENTIFICATIONS OF INDIVIDUAL BANK CUSTOMERS, REFERENCES TO THE AMOUNTS REPORTED IN THE CONFIDENTIAL ITEMS IN SCHEDULE RC-T, OR ANY OTHER INFORMATION THAT THEY ARE NOT WILLING TO HAVE MADE PUBLIC OR THAT WOULD COMPROMISE THE PRIVACY OF THEIR CUSTOMERS.** Banks choosing not to make a statement may check the "No comment" box below and should make no entries of any kind in the space provided for the narrative statement, i.e., DO NOT enter in this space such phrases as "No statement," "Not applicable," "N/A," "No comment," and "None."

The optional statement must be entered on this sheet. The statement should not exceed 100 words. Further, regardless of the number of words, the statement must not exceed 750 characters, including punctuation, indentation, and standard spacing between words and sentences. If any submission should exceed 750 characters, as defined, it will be truncated at 750 characters with no notice to the submitting bank and the truncated statement will

appear as the bank's statement both on agency computerized records and in computer-file releases to the public.

All information furnished by the bank in the narrative statement must be accurate and not misleading. Appropriate efforts shall be taken by the submitting bank to ensure the statement's accuracy. The statement must be signed, in the space provided below, by a senior officer of the bank who thereby attests to its accuracy.

If, subsequent to the original submission, material changes are submitted for the data reported in the Reports of Condition and Income, the existing narrative statement will be deleted from the files, and from disclosure, the bank, at its option, may replace it with a statement, under signature, appropriate to the amended data.

The optional narrative statement will appear in agency records and in release to the public exactly as submitted (or amended as described in the preceding paragraph) by the management of the bank (except for the truncation of the statements exceeding the 750-character limit described above). **THE STATEMENT WILL NOT BE EDITED OR SCREENED IN ANY WAY BY THE SUPERVISORY AGENCIES FOR ACCURACY OR RELEVANCE. DISCLOSURE OF THE STATEMENT SHALL NOT SIGNIFY THAT ANY FEDERAL SUPERVISORY AGENCY HAS VERIFIED OR CONFIRMED THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. A STATEMENT TO THIS EFFECT WILL APPEAR ON ANY PUBLIC RELEASE OF THE OPTIONAL STATEMENT SUBMITTED BY THE MANAGEMENT OF THE REPORTING BANK.**

X = NO COMMENT Y = COMMENT

6979 X

BANK MANAGEMENT STATEMENT (please type or print clearly).

TEXT ( 70 characters per line )

6980

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

Signature of Executive Officer of Bank

Date of Signatur

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THIS PAGE IS TO BE COMPLETED BY ALL BANKS

<p><b>NAME AND ADDRESS OF BANK</b></p> <p>Gilmer National Bank PO Box 460 Gilmer, TX 75644-0460</p>	<div style="text-align: right; border: 1px solid black; width: 50px; margin: 0 auto; padding: 2px;">41</div> <p>OMB No. For OCC: 1557-0081 OMB No. For FDIC: 3064-0052 OMB No. For Federal Reserve: 7100-0036 Expiration Date: 3/31/2005</p> <p style="text-align: center;"><b>SPECIAL REPORT</b> (Dollar Amounts in Thousands)</p> <hr/> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border-bottom: 1px solid black; text-align: center;">CLOSE OF BUSINESS DATE</td> <td style="width:50%; border-bottom: 1px solid black; text-align: center;">FDIC Certificate Number</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">3/31/2003</td> <td style="border-bottom: 1px solid black; text-align: center;">3219</td> </tr> </table>	CLOSE OF BUSINESS DATE	FDIC Certificate Number	3/31/2003	3219
CLOSE OF BUSINESS DATE	FDIC Certificate Number				
3/31/2003	3219				

**LOANS TO EXECUTIVE OFFICERS (Complete as of each Call Report Date)**

The following information is required by Public Laws 90-44 and 102-242, but does not constitute a part of the Report of Condition. With each Report of Condition, these Laws require all banks to furnish a report of all loans or other extensions of credit to their executive officers made since the date of the previous Report of Condition. Data regarding individual loans or other extensions of credit are not required. If no such loans or other extensions of credit were made during the period, insert "none" against subitem (a). (Excluded the first \$15,000 of indebtedness of each executive officer under bank credit card plan.) See Sections 215.2 and 215.3 of Title 12 of the Code of Federal Regulations (Federal Reserve Board Regulation O) for the definitions of "executive officer" and "extension of credit," respectively. Exclude loans and other extensions of credit to directors and principal shareholders who are not executive officers.

<p>a Number of loans made to executive officers since the previous Call Report date _____</p> <p>b Total dollar amount of above loans (in thousands of dollars) _____</p> <p>c Range of interest charged on above loans _____ (e.g.ample 9-3/4% = 9 75)</p>	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width:15%;"></td> <td style="width:15%; border-bottom: 1px solid black;">RCON</td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td></td> <td>3581</td> <td></td> <td></td> <td>2</td> <td>a</td> </tr> <tr> <td></td> <td>3562</td> <td></td> <td></td> <td>7</td> <td>b</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">From</td> <td style="border-bottom: 1px solid black;">To</td> <td></td> <td></td> </tr> <tr> <td></td> <td>7701</td> <td>4 25%</td> <td>7702</td> <td>8 00%</td> <td>c</td> </tr> </table>		RCON						3581			2	a		3562			7	b			From	To				7701	4 25%	7702	8 00%	c
	RCON																														
	3581			2	a																										
	3562			7	b																										
		From	To																												
	7701	4 25%	7702	8 00%	c																										

SIGNATURE AND TITLE OF OFFICER AUTHORIZED TO SIGN REPORT	DATE (Month, Day, Year)
--	-------------------------



April 29, 2003

County Judge  
P. O. Box 730  
Gilmer, Texas 75644

Dear County Judge:

We are pleased to enclose our bid to provide Upshur County depository services as requested. Austin Bank would welcome the opportunity to be the local depository for the County and know the services we will provide will meet your needs and expectations.

Should you have any questions about any of the information we have provided or need additional information on our bid, please contact me at 903/843-5574.

Again, thank you for the opportunity to submit this bid.

Sincerely yours,

Jon Keller  
Vice President

FILED  
ROBERT ENBERG  
CLERK  
03 MAY 15 AM 11:14  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

1208 N. Wood P O. Box 160  
Gilmer, TX 75644 903-843-5574 Fax 903-843-6299

Member FDIC

APPLICATION FOR THE DEPOSITORY  
OF FUNDS OF THE COUNTY OF  
UPSHUR COUNTY  
MAY 2003 TO MAY 2005

The Upshur County Commissioners Court under the authority given by Article 2544, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 thru 116.155 as past by the 70 leg. 1987, will receive applications from banks in Upshur County desiring to be designated as the County Depository for the next two years beginning May 2003 thru May 2005. Also, under authority given by Article 2558a, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.000 thru 117.084 as past by the 70<sup>th</sup> Leg., 1987, applications will be received from banks in Upshur County desiring to be designated as Depository for Trust Funds in possession of the County and District Clerk's office for the next two years beginning May 2003 and ending May 2005.

Under section 116.021 of the Local Government Code the County may choose to contract with the successful bank or banks for four years instead of two years.

The following pages will serve as the specifications for the bids. Proposals can be submitted on the following form or the bidders own letterhead, however; please follow the same form in answering questions.

The bid will consist of four sections:

- |            |   |
|------------|---|
| Section #1 | General Operating Funds of Upshur County              |
| Section #2 | County Clerk and District Clerk Trust Funds           |
| Section #3 | Permanent and Available School Funds of Upshur County |

If any bidder has questions about the bid, please contact Myra Harris, County Treasurer, 843-4027.

**SECTION 1 - GENERAL OPERATING FUNDS OF UPSHUR COUNTY**

1. Bid requirements:

(A) Bids for County Depository must be accompanied by a CERTIFIED CHECK OR CASHIER'S CHECK for not less than one-half (1/2) of one percent (1%) of the County's Revenue for the preceding fiscal year, said check being in the amount of \$58,000.00

(B) Bidder must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application as stated under chapter 116.023 of the Local Government Code.

Amount of paid-up Capital Stock: \$1,000,000  
Permanent Surplus: \$20,525,000  
Total Capital is: \$62,000,000

(C) Bidder must also file with the County a copy of the most recent Federal Financial Institution Examination Council Form 032 report. The FFIEC form 032 report shall be a continuing quarterly report requirement of the Depository Bank. (Copy attached.)

(D) Bidder must comply with Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989 regarding certain requirements to validate a collateral agreement.

2. Money Market Deposits, and Interest Bearing Checking Accounts

(A) Money Market Deposit Accounts

Please bid a fixed rate or variable rate for Money Market Deposit Accounts.

Fixed Rate n/a %

Variable Rate \* %

Minimum balance: \$2,500.00

\* Tiered rates of 0.65% - 1.90% currently based on minimum balances, rates subject to change daily.

(B) Money Market Checking Accounts

Please bid a fixed rate or variable rate for Money Market Checking Accounts.

Fixed Rate n/a %

Variable Rate \* %

Minimum balance: \$2,500.00

\* Tiered rates of 0.65% to 1.40% currently based on minimum balances, rates subject to change daily.

Austin Bank, Texas National Association

FFIEC 041

Legal Title of Bank

RC-1

Jacksonville

11

City

TX 75766

State Zip Code

Transmitted to EDS as 0227218 on 04/08/2003 at 04.08.13 CST

FDIC Certificate Number - 03276

**Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for March 31, 2003**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

**Schedule RC—Balance Sheet**

Dollar Amounts in Thousands

		RCON	BF   MR   Thou	
<b>ASSETS</b>				
1	Cash and balances due from depository institutions (from Schedule RC-A)			
a	Noninterest-bearing balances and currency and coin (1)	0081	20,129	1.a
b	Interest-bearing balances (2)	0071	69	1.b
2	Securities:			
a	Held-to-maturity securities (from Schedule RC-B, column A)	1754	0	2.a
b	Available-for-sale securities (from Schedule RC-B, column D)	1773	74,464	2.b
3	Federal funds sold and securities purchased under agreements to resell:			
a	Federal funds sold	8987	19,700	3.a
b	Securities purchased under agreements to resell (3)	8989	0	3.b
4	Loans and lease financing receivables (from Schedule RC-C):			
a	Loans and leases held for sale	5399	0	4.a
b	Loans and leases, net of unearned income	8528	438,292	4.b
c	LESS Allowance for loan and lease losses	3123	4,940	4.c
d	Loans and leases, net of unearned income and allowance (Item 4.b minus 4.c)	8529	433,352	4.d
5	Trading assets (from Schedule RC-D)	3545	0	5
6	Premises and fixed assets (including capitalized leases)	2145	14,082	6
7	Other real estate owned (from Schedule RC-M)	2150	604	7
8	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)	2130	0	8
9	Customers' liability to this bank on acceptances outstanding	2155	0	9
10	Intangible assets:			
a	Goodwill	3163	0	10.a
b	Other intangible assets (from Schedule RC-M)	0428	1,595	10.b
11	Other assets (from Schedule RC-F)	2160	18,800	11
12	Total assets (sum of items 1 through 11)	2170	582,795	12

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

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Austin Bank, Texas National Association

Legal Title of Bank

Transmitted to EDS as 0227218 on 04/08/2003 at 04:08 13 CST

FDIC Certificate Number - 03276

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Schedule RC - Continued

		Dollar Amounts in Thousands		RCOM	Bit   MM   Thou	
<b>LIABILITIES</b>						
13	Deposits					
a	In domestic offices (sum of totals of columns A and C from Schedule RC-E)			2200	511,311	13 a
	(1) Noninterest-bearing (1)	8631	116,217			13 a 1
	(2) Interest-bearing	6636	395,094			13 a 2
b	Not applicable					
14	Federal funds purchased and securities sold under agreements to repurchase					
a	Federal funds purchased (2)			8993	0	14 a
b	Securities sold under agreements to repurchase (3)			8995	5,273	14 b
15	Trading liabilities (from Schedule RC-D)			3548	0	15
16	Other borrowed money (Includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)			3190	0	16
17	Not applicable					
18	Bank's liability on acceptances executed and outstanding			2920	0	18
19	Subordinated notes and debentures (4)			3200	0	19
20	Other liabilities (from Schedule RC-G)			2930	4,184	20
21	Total liabilities (sum of items 13 through 20)			2948	820,768	21
22	Minority interest in consolidated subsidiaries			3000	0	22
<b>EQUITY CAPITAL</b>						
23	Perpetual preferred stock and related surplus			3838	0	23
24	Common stock			3230	1,000	24
25	Surplus (exclude all surplus related to preferred stock)			3839	20,250	25
26. a	Retained earnings			3632	40,094	26. a
b	Accumulated other comprehensive income (5)			850	683	26. b
27	Other equity capital components (6)			130	0	27
28	Total equity capital (sum of items 23 through 27)			3210	62,027	28
29	Total liabilities, minority interest, and equity capital (sum of items 21, 22, and 28)			3300	882,795	29

Memorandum

To be reported with the March Report of Condition.

1 Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2002

RCOM	Number
6774	2 M. 1

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.  
 (2) Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "other borrowed money."  
 (3) Includes all securities repurchase agreements, regardless of maturity.  
 (4) Includes limited-life preferred stock and related surplus.  
 (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.  
 (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

**(C) NOW Checking Accounts**

Please bid a fixed rate or variable rate for NOW Checking Accounts.

Fixed Rate n/a %

Variable Rate \* %

Minimum balance: \$ 2,500.00

Tiered rates of 0.65% to 0.95% currently based on minimum balances, rates; subject to change daily

**3. Investments**

**(A) Depository Bank Certificates of Deposits**

**(1) Fixed Rate**

Term (Days)	\$100,000 or more	Less than \$100,000
7-29	-0.10% *	-0.35% *
30-59	-0.10% *	-0.35% *
60-89	-0.10% *	-0.35% *
90-179	+0.00% *	-0.25% *
180-364	+0.00% *	-0.25% *
365+	+0.05% *	-0.20% *

\* Based on the discount rate for comparable T-Bills on date of purchase.

**(2) Variable Rate**

Term (Days)	\$100,000 or more	Less than \$100,000
7-29	n/a	n/a
30-59	n/a	n/a
60-89	n/a	n/a
90-179	n/a	n/a
180-364	n/a	n/a
365+	n/a	n/a

State Floor None

**(B) Investments made outside the Depository Bank**

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

**4. Other Services and Supplies**

	Yes	No	Fee
(A) Will bidder furnish Wire Transfer Service (\$20.00 – outgoing wire; \$10.00 incoming wire)	<u>X</u>	___	\$20.00*
(B) Will bidder charge Service Charge on any of County's accounts?	<u>X</u>	___	thru account analysis
(C) Will bidder furnish deposit slips and deposit WILL RE-IMBURSE UP TO \$500 ON INITIAL ORDER OF CHECKS AND DEPOSIT SLIPS ORDERED THROUGH AUSTIN BANK	<u>X</u>	___	___
(D) Will bidder furnish night depository services including bags and keys?	<u>X</u>	___	n/a
(E) Will bidder furnish optical imaging: checks (front and back) and deposit slips?	<u>X</u>	___	n/a
(F) Will bidder furnish coin counting and wrapping of all change and currency wrappers?	<u>X</u>	___	.05 per roll
(G) Will bidder furnish Safe Deposit Boxes of adequate size and number in a bank in Gilmer? * based on availability	<u>X</u>	___	*
(H) Will bidder charge for stop payments issued?	<u>X</u>	___	\$25.00
(I) Will bidder furnish County with Cashiers Checks as needed?	<u>X</u>	___	n/a
(J) Will bidder charge for accounts overdrawn for short periods of time?	<u>X</u>	___	thru account analysis

- (K) Will bidder furnish County with all checks that are necessary?  X     \*   
\* WILL RE-IMBURSE UP TO \$500 ON INITIAL ORDER OF CHECKS AND DEPOSIT SLIPS ORDERED THROUGH AUSTIN BANK
- (L) Should Upshur County consider accepting Visa and Master Card for payment – what would be the charge to the County?  X     \*   
\*Initial set-up fee of \$35.00 with a \$7 mo. maint. fee. Other charges will be assessed but are based on volume and usage.
- (M) Will bidder furnish County with Courier Service?  X     n/a
- (N) Will the Depository bank credit all cash, check, money orders, etc. direct to the account of Upshur County on the day of deposit by Upshur County? (Must be prior to 2:00 P.M.)  X     n/a
- (O) Will bidder provide Direct Deposit Payroll service for Upshur's County's employees?  X     \*   
\*\$25 per ACH file submitted; .05 per debit/credit item

(P) List additional services for consideration:

List additional services for consideration:  
Austin Bank offers at no charge internet banking and One Plus Banking. Both of these services allow you to obtain account balances, transfer funds between accounts, verify deposits and withdrawals. Internet banking also allows you to view images of your paid checks. Bill pay is also offered through internet banking. There is a charge for Bill Pay services.

5. The bidder further understands and agrees to the following:

That if the County has part of its funds invested in Time Deposits in the current depository bank and that all such Time Deposits bearing maturity dates subsequent to May 2003 shall remain in the current depository bank until maturity date.

6. The bidder further understands and agrees to the following:

That the County will leave enough money in the present depository bank to cover outstanding checks in all funds. After ninety days, any remaining balance will then be transferred at that time.

7. The bidder will need to pledge securities of \$10,800,000.00 for the General Operating Funds of the County at this time, please list how deposits will be secured, but may have to raise or lower these securities during the next years.

Please note that the above figures are subject to change. Upon acceptance as a Depository for Upshur County, the County Treasurer will get with the bank over the necessary securities. The above figure could be higher or lower.

**Bank will pledge qualifying securities to secure balances in excess of FDIC insured amounts. Securities will be placed in safekeeping at TIB, our correspondent bank.**

8. The Depository Bank will provide monthly reporting of the Market Value of securities pledged to Upshur County.

All securities pledged to Upshur County from the Depository Bank must be held in a third party financial institution, or with a Federal Reserve Bank. All securities pledged must meet the requirements of the County's Investment Policy.

9. The Depository Bank is responsible for notifying the County of any deficiencies in its pledged securities on a daily basis, as well as obtaining additional securities to cover the deficiency. Due to sizable changes that occur in the balances of the County's bank accounts, the County would prefer a cushion of at least \$1 million in securities over the required amount be pledged in order to prevent a deficiency from occurring.

NOTE: Also, please attach a list of all customer automated cash management products your bank will provide upon request to Upshur County during the term of this contract and the cost, if any.

#### 10. Interest Rate Charged on County Borrowing

Please state the interest rate and terms on new borrowing The Bank will extend short-term loans at a rate equal to 70% of Wall Street Journal Prime on the date of the loan, subject to standard credit terms and approved tax-exempt status.

**SECTION II - UPSHUR COUNTY CLERK AND DISTRICT CLERKS TRUST FUNDS**

(A) The bidder also agrees to item 1 - 10 in Section 1.

**SECTION III - PERMANENT AND AVAILABLE SCHOOL FUNDS OF UPSHUR COUNTY**

(A) The bidder also agrees to item 1 - 10 in Section 1.

During the term of the contract, the County will require monthly statements, with canceled checks, on all accounts it has established with the Depository. Each statement will be provided to the County as quickly as possible each week and at the close of each month. In no case should this be longer than five working days after calendar month-end.

During the term of the contract, the County will require daily reporting of cash balances in each of the accounts it has established with the Depository, plus the amount of CD's issued to Upshur County.

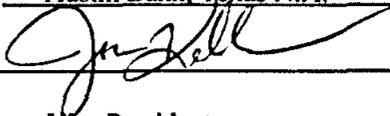
Bids shall be placed in a sealed envelope and plainly marked "Bid on County's Depository" and delivered or mailed to the office of the County Judge, P. O. Box 730, Gilmer, Texas 75644 by April 30, 2003.

Bids will be opened at the Upshur County Commissioners Court, Gilmer, Texas on May 15, 2003 at the 10:00 a.m. meeting.

The Commissioners Court shall have the power to determine and designate which funds shall be demand deposits and which shall be time deposits. Checks shall be returned when the statutory bond and/or security has been filed.

Date this the 29<sup>th</sup> Day of April, 2003

BIDDER: Austin Bank, Texas N.A.

By 

TITLE Vice President

AFFIDAVIT

STATE OF TEXAS

COUNTY OF UPSHUR

Before me the undersigned authority on this the 29<sup>th</sup> day of April, 2003,  
personally appeared Jon Keller  
who being duly sworn deposes and says that he signed the above instrument for the purpose  
and considerations herein expressed.

(Seal)



*Sue Davenport*  
Notary Public Signature

Notary Public in and for Upshur County, Texas  
My commission expires 12-4-05

NOTE: Bids not notarized will not be considered.

**PLEASE NOTE CAREFULLY**

**THIS IS THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR INVITATION BID.**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID.**

**ANY EXCEPTIONS THERE TO MUST BE IN WRITING**

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. Late bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extended and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt for Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Excise Tax Exemption Certificate will be furnished
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive, NOT restrictive - it is to indicate type and quality desired.

**FIRST NATIONAL BANK**

P. O. Box 520 ~ 201 North Wood Street ~ Gilmer, TX 75644  
Phone (903) 843-4102 ~ Fax (903) 843-4813

**Frank Breazeale**  
**President and CEO**

April 29, 2003

Ms. Myra Harris  
County Treasurer  
Upshur County Courthouse  
Gilmer, Texas 75644

RE: Application for Depository of Funds of the County of Upshur, Texas

Dear Myra,

Enclosed is First National Bank's application to continue to serve as the depository for Upshur County; therefore, First National Bank will pledge \$10,800,000 in security for the General Operating Funds of the county. We understand and agree that the pledged amount is subject to change by adding or reducing the pledged amount as determined by actual cash balances. The County deposits will be secured by financial instruments as outlined in the depository contract.

As of March 31, 2003, First National Bank's capital accounts are as follows:

Capital Stock	\$1,500,000
Permanent Surplus	1,500,000
Undivided Profit	11,211,369
Unrealized Gain on Investments	<u>1,084,325</u>
Total Equity Capital	15,295,694

Enclosed is our check in the amount of \$58,000 as surety for this bid. We look forward to continuing our banking relationship with Upshur County. Call me if there are other items of information you need.

Sincerely,

*Frank Breazeale*  
Frank Breazeale

FILED  
ROBIN RODENBERG  
COUNTY CLERK

03 MAY 15 AM 11:16  
UPSHUR COUNTY, TX

BY \_\_\_\_\_  
DEPUTY

APPLICATION FOR DEPOSITORY  
OF FUNDS OF THE COUNTY OF  
UPSHUR, TEXAS

May 2003 to May 2005

The Upshur County Commissioners' Court under the authority given by Article 2544, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 thru 116.155 as past by the 70th leg. 1987, will receive applications form banks in Upshur County desiring to be designated as the County Depository for the next two years beginning May 2003 thru May 2005. Also, under authority given by Article 2558a, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.000 thru 117.084 as past by the 70th Leg , 1987, applications will be received from banks in Upshur County desiring to be designated as Depository for Trust Funds in possession of the County and District Clerk's offices for the next two years beginning May 2003 and ending May 2005.

Under section 116.021 of the Local Government Code the County may choose to contract with the successful bank or banks for four years instead of two years.

The following pages will serve as the specifications for the bids. Proposals can be submitted on the following form or the bidders own letterhead, however; please follow the same form in answering questions.

The bid will consist of four sections:

- |            |   |
|------------|---|
| Section #1 | General Operating Funds of Upshur County              |
| Section #2 | County Clerk and District Clerk Trust Funds           |
| Section #3 | Permanent and Available School Funds of Upshur County |

If any bidder has questions about the bid, please contact Myra Harris, County Treasurer, 843-4027.

**SECTION I - GENERAL OPERATING FUNDS OF UPSHUR COUNTY**

**1. Bid requirements:**

- (A) Bids for County Depository must be accompanied by a CERTIFIED CHECK OR CASHIER'S CHECK for not less than one-half (1/2) of one percent (1%) of the County's Revenue for the preceding fiscal year, said check being in the amount of \$58,000.00.
- (B) Bidder must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application as stated under chapter 116.023 of the Local Government Code.
- (C) Bidder must also file with the County a copy of the most recent Federal Financial Institution Examination Council Form 032 report. The FFIEC form 032 report shall be a continuing quarterly reporting requirement of the Depository Bank.
- (D) Bidder must comply with Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989 regarding certain requirements to validate a collateral agreement.

**2. Money Market Deposits, and Interest Bearing Checking Accounts**

- (A) Money Market Deposit Accounts LIMITED CHECKING/TRANSFERS  
Please bid a fixed or variable rate for Money Market Deposit Accounts.

Fixed Rate NONE %  
 6 mo US T-Bill + .35  
 Variable Rate \_\_\_\_\_ % (Current Rate 1.52%)  
 (MAY CHANGE WEEKLY)  
 What will the minimum balance be \$ 1,000.00

- (B) Money Market Checking Accounts "SUPER NOW" UNLIMITED CHECKING  
(MAY CHANGE WEEKLY)  
Please bid a fixed or variable rate for Money Market Checking Accounts.

Fixed Rate NONE %  
 6 mo US T-Bill + .30  
 Variable Rate \_\_\_\_\_ % (Current Rate 1.47%)  
 What will the minimum balance be \$ 1,000.00

(C) NOW Checking Accounts

Please bid a fixed or variable rate for NOW Checking Accounts.

Fixed Rate NONE %

Variable Rate US T-Bill + .25 % (Current Rate 1.42%)  
(MAY CHANGE WEEKLY)

What will the minimum balance be \$ 1000.00

3. Investments

(A) Depository Bank Certificates of Deposits

(1) Fixed Rate

Term (Days)	\$100,000 or more		Less than \$100,000	
7-29	NONE	%	NONE	%
30-59	NONE	%	NONE	%
60-89	NONE	%	NONE	%
90-179	NONE	%	NONE	%
180-364	NONE	%	NONE	%
365+	NONE	%	NONE	%

(2) <sup>BID</sup> Variable Rate (RATE FIXED AT DATE OF PURCHASE BASED ON MATURITY SCHEDULE)

Term (Days)	\$100,000 or more	Less than \$100,000
7-29	6 mo US T-Bill + .55%	6 mo US T-Bill + .40%
30-59	6 mo US T-Bill + .65%	6 mo US T-Bill + .40%
60-89	6 mo US T-Bill + .75%	6 mo US T-Bill + .40%
90-179	6 mo US T-Bill + .85%	6 mo US T-Bill + .50%
180-164	6 mo US T-Bill + .90%	6 mo US T-Bill + .75%
365+	6 mo US T-Bill + 1.15%	6 mo US T-Bill + 1.00%

State Floor NO FLOOR/NO CEILING

6 MO US T-Bill 1.14% as of 4/29/03

(B) Investments made outside the Depository Bank

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

4. Other Services and Supplies

	Yes	No	Fee
(A) Will bidder furnish Wire Transfer service?	<u>X</u>	_____	<u>NONE</u>
(B) Will bidder charge Service Charge on any of County's accounts?	<u>X</u>	_____	ON ALL INTEREST BEARING ACCOUNTS WHICH FALL BELOW \$1,000 BALANCE
(C) Will bidder furnish deposit slips and deposit	<u>X</u>	_____	<u>NONE (STANDARD STOCK)</u>
(D) Will bidder furnish night depository services including bags and keys?	<u>X</u>	_____	<u>NONE</u>
(E) Will bidder furnish optical imaging: checks (front and back) and deposit slips?	_____	<u>X</u>	<u>N/A</u>
(F) Will bidder furnish coin counting and wrapping of all change and currency wrappers?	<u>X</u>	_____	<u>NONE</u>
(G) Will bidder furnish Safe Deposit Boxes of adequate size and number in a bank in Gilmer?	<u>X</u>	_____	<u>NONE</u>
(H) Will bidder charge for stop payments issued?	_____	<u>X</u>	<u>N/A</u>
(I) Will bidder furnish County with Cashiers Checks as needed?	<u>X</u>	_____	<u>NONE</u>
(J) Will bidder charge for accounts overdrawn for short periods of time?	_____	<u>X</u>	<u>NONE</u>
			(IF DAYLIGHT OVERDRAFT)

- |     |   |          |  |
|-----|---|----------|--|
| (K) | Will bidder furnish County with all checks that are necessary?  | <u>X</u> | <u>NONE</u><br>(INCLUDES ONLY OUR STANDARD STOCK CHECKS) |
| (L) | Should Upshur County consider accepting Visa and Master Card for payment - what would be the charge to the County?                                  | <u>X</u> | <u>NONE</u> FNB DIRECT CHARGES                           |
| (M) | Will bidder furnish County with Courier Service?  | <u>X</u> | <u>NONE</u><br>W/DAILY LIMITS                            |
| (N) | Will the Depository bank credit all cash, check, money orders, etc., direct to the account of Upshur County on the day of deposit by Upshur County? | <u>X</u> | <u>NONE</u>  |
| (O) | Will bidder provide Direct Deposit Payroll service for Upshur County's employees?   | <u>X</u> | <u>NONE</u>  |
| (P) | Do you offer on-line banking?   | <u>X</u> | <u>NONE</u>  |
| (Q) | List additional services for consideration:   |          |  |

List additional services for consideration:

1. Weekly bank statements without additional charge
2. Research & copies of research without additional charge
3. Special use printed temporary checks with customer designed numbering system without additional charge

5. The bidder further understands and agrees to the following:

That if the County has a portion of its fund invested in Time Deposits in the current depository bank and that all such Time Deposits bearing maturity dates subsequent to May 2003 shall remain in the current depository bank until maturity date.

6. The bidder further understands and agrees to the following:

That the County will leave enough money in the present depository bank to cover outstanding checks in all funds. After ninety days, any remaining balance will then be transferred at that time.

7. The bidder will need to pledge securities of \$10,800,000 00 for the General Operating Funds of the County at this time, please list how deposits will be secured, but may have to raise or lower these securities during the next years.

Please note that the above figures are subject to change. Upon acceptance as a Depository for Upshur County, the County Treasurer will get with the bank and of over the necessary securities. The above figure could be higher or lower.

The Depository Bank will provide monthly reporting of the Market Value of securities pledge to Upshur County.

All securities pledged to Upshur County from the Depository Bank must be held in a third party financial institution, or with a Federal Reserve Bank. All securities pledged must meet the requirements of the County's Investment Policy.

The Depository Bank is responsible for notifying the County of any deficiencies in its pledged securities on a daily basis, as well as obtaining additional securities to cover the deficiency. Due to sizable changes that occur in the balances of the County's bank accounts, the County would prefer a cushion of at least \$1 million in securities over the required amount be pledged in order to prevent a deficiency from occurring.

NOTE: Also, please attach a list of all customer automated cash management products your bank will provide upon request to Upshur County during the term of this contract and the cost, if any.

10. Interest Rate Charged on County Borrowing

Please state the interest rate and terms on new borrowing Interest rate  
will be Wall Street Journal Prime Rate floating minus one  
percent (1%) effective through bid contract dates. Current  
rate 3.25%

SECTION II - UPSHUR COUNTY CLERK AND DISTRICT CLERKS TRUST FUNDS

(A) The bidder also agrees to item 1 -10 in Section I.

SECTION III - PERMANENT AND AVAILABLE SCHOOL FUNDS OF UPSHUR COUNTY

(A) The bidder also agrees to items 1 - 10 in Section I.

During the term of the contract, the County will require monthly statements, with canceled checks, on all accounts it has established with the Depository. Each statement will be provided to the County as quickly as possible each week and at the close of each month. In no case should this be longer than five working days after calendar month-end.

During the term of the contract, the County will require daily reporting of cash balances in each of the accounts it has established with the Depository, plus the amount of CD's issued to Upshur County.

Bids shall be placed in a sealed envelope and plainly marked "Bid on County's Depository" and delivered or mailed to the office of the County Judge, P.O. Box 730, Gilmer, Texas 75644 by April 30, 2003.

Bids will be opened at the Upshur County Commissioners Court, Gilmer, Texas on May 15, 2003 at the 10:00 a.m. meeting.

The Commissioners' Court shall have the power to determine and designate which funds shall be demand deposits and which shall be time deposits. Checks shall be returned when the statutory bond and/or security has been filed.

Date this the 29th Day of April, 2003

BIDDER First National Bank of Gilmer, 201 N. Wood, Gilmer, Texas

By Frank Breazeale  
Frank Breazeale

TITLE President / CEO

AFFIDAVIT

STATE OF TEXAS

COUNTY OF

Before me the undersigned authority on this the 29th day of April

20 03, personally appeared Frank Breazeale, President/CEO

who being duly sworn deposes and says that he signed the above instrument for the purpose and considerations herein expressed.



(Seal)

Lana Tillery  
Notary Public Signature

Notary Public in and for Upshur County, Texas

My commission expires 4/23/04

NOTE: Bids not notarized will not be considered.

**PLEASE NOTE CAREFULLY**

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID.

**ANY EXCEPTIONS THERE TO MUST BE IN WRITING**

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extended and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FORM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt for Federal Excise Tax. DO NOT INCLUDE TAX IN BID Excise Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired.

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY COMMISSIONERS COURT

DATE: MAY 15, 2003

1. Joyce Morrison	1. Helmer
2. <del>James Marshall</del>	2. Gilmer
3. Mike Smith	3. Constable
4. Marjie Clement	4. Big Sandy
5. <del>James Malone</del>	5. <del>Helmer</del>
6. Mary Kay Thomas	6. Big Sandy
7. <del>Wally King</del>	7. <del>Helmer</del>
8. Jesso Muggins	8. Gilmer
9. Marilyn Stebbins	9. <del>Helmer</del>
10. Clayton Davis	10. Gilmer Pct. 1
11. Linda Juel	11. Helmer
12. Kame Steelma	12. Gilmer
13. Amy Patch	13. Gilmer
14. Candace Buckner	14. Gilmer
15. Myra Harris	15. Gilmer
16. Charles Daniels	16. Bldg maint
17. Michel Williams	17. Road & Bridge Dept
18. Mike King	18. Constable
19. <del>Wally King</del>	19.
20. Mice Dorton	20. Morris
21. Sunday Tucker	21. Tyler
22.	22.
23.	23.
24.	24.
25.	25.

BY \_\_\_\_\_  
DEPUTY CLERK  
UPSHUR COUNTY, TX.

FILED  
ROBIN RODENBERG  
CLERK  
03 MAY 15 AM 11:14

VOL 64 PG 536