VOL 59 PG 811

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, AUGUST 31, 2001, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 28 AM 8:47
UPSHUR COUNTY, TX.
BY _____ DEPUTY

1. Approve the minutes of previous meetings.

2. Consider approval of any budget amendments and take action.

3. Consider any payroll changes and take action.

4. Accept payroll.

5. Consider approval of accounts payable and take action.

6. Hear representatives from Upshur County School system discuss dispersal of available school funds. Take action if needed.

7. Review Upshur County School Land lease and take action. If approved, set advertising requirements and bid dates.

8. Consider request from the Sheriff to use SCAAP funds to supplement vehicle budget to purchase vehicle from Dodd Motor Co. Effective 8-31-01. Take action as needed.

9. Court to go into Executive Session as authorized by VTCA Sec. 551.071 (1) (A) to:
   1. Meet with DA Tim Cone to discuss a law suit.
   2. Hear David Griffith, legal representative to Commissioners Court to discuss status of the jail roof lawsuit.
   3. Discuss any other legal matters.

11. Court to reconvene into open session. Take any action necessary.

12. Accept for recording a certificate from NETCAC.

13. Accept for recording an order for redistricting of political boundaries.

14. Accept for recording a copy of the Disaster Relief application submitted by Upshur County to the Texas Dept. of Housing and Community Affairs.

15. Accept for recording an amended order between Upshur County and Tx. Dept. of Protective and Regulatory Services.

16. Accept for recording a copy of the warrant designated for Upshur County from the unclaimed property division of the Comptrollers Office.

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

COUNTY CLERK UPSHUR COUNTY TEXAS

Rex A. Shaw
County Clerk
Upshur County, Texas

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17. Consider and take action on placing a SLOW-Children at Play- Speed Limit 35 MPH- sign on Hemlock Road in Pct. #3.

18. Discuss and take action on accepting interlocal agreement with Ore City.

19. Consider setting speed limit on Sego Lily Road in Pct. #2 to 35 MPH. Take necessary action.

20. Discuss and take action on Pct. 4 to re-bid trade of 6610 Ford tractor for 90 HP tractor.

21. Discuss and take action on Pct. 4 to bid for new oil sand mixer and reclaimer combination.

22. Discuss and take action for Commissioner Court to create Justice Court Technology Fund to be used to upgrade technology in JP Courts.

23. Consider accepting provision for New Territory Plat in Pct. # 2.

24. Accept for recording an agreement between Upshur County and TxDOT.

25. Accept for recording in the plat records of the County Clerk's Office the adopted plan for redistricting.

26 Accept for recording the signed contract with Conversant Technologies, Inc. This is for the jail telephone system.

27. Accept for recording the contract between Upshur County and ETCOG for 911 funding.

28. Approve applications for use of Upshur County roads and right of way.

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 28 AM 8:47
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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

County Clerk
Upshur County, Texas

VOL 59 PG 813

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, AUGUST 31, 2001, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

ADDENDUM

1. **Open bids for janitorial service for the County buildings and take any action necessary.**

2. **Consider and take action to renew the contract for the designated representative for on-site septic system inspections.**

3. **Open bids for surplus/salvage equipment and take any action needed.**

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 29 AM 10:22
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 59 PG 814

UPSHUR COUNTY COMMISSIONERS COURT

8-31-2001

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE MINUTES OF PREVIOUS MEETINGS DATED 8-13-2001, 8-14-2001, 8-20-2001, 8-28-2001. MOTION CARRIED.

2. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE THE FOLLOWING PAYROLL CHANGES:

STEVE HARRELL-PCT. #1-DUE TO DISCHARGE
JAMES PIERCE-PCT. #1-DUE TO NEW HIRE
KAREN HUGHES-COUNTY JAIL-DUE TO LONGEVITY INCREASE
BILLY GLENN-PCT. #3-DUE TO INTRODUCTORY PERIOD ENDED
HEWITT DERAMUS-PCT.#1-DUE TO PROMOTION
SHERRY NIELL-COUNTY JAIL-DUE TO LONGEVITY INCREASE
GARY LATHAM-PCT. #3-DUE TO LONGEVITY INCREASE
MELISSA CHEVALIER-DISTRICT CLERK-DUE TO LONGEVITY INCREASE
SHERRON LAMINACK-TAX OFFICE- DUE TO LONGEVITY INCREASE
MELANIE SHELTON-911 MAPPING-DUE TO LONGEVITY INCREASE
JILL MCCAULEY-COUNTY JAIL-DUE TO LONGEVITY INCREASE

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

4. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO APPROVE PAYROLL. INCLUDED IN THIS MOTION IS TO PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY, PAYROLL REGISTER PREVIOUSLY APPROVED ON AUGUST 15, 2001. MOTION CARRIED. PAYROLL REGISTER APPROVED TODAY AND PAYROLL REGISTER APPROVED ON AUGUST 15, 2001 ATTACHED.

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

BILLS PREVIOUSLY APPROVED ON AUGUST 15, 2001 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

6. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO APPROVE REQUEST SUBMITTED BY UPSHUR COUNTY SCHOOL DISTRICTS FOR $67,000.00 TO BE USED TO FUND COMMUNITY SCHOOL. MONEY TO COME FROM UPSHUR COUNTY AVAILABLE SCHOOL FUNDS. MOTION CARRIED. REQUEST ATTACHED.

7. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO APPROVE LEASE AGREEMENT FOR LAND LEASE IN BAYLOR AND THROCKMORTON COUNTY'S. MOTION CARRIED. INCLUDED IN THIS MOTION IS TO GO OUT FOR BIDS THAT WILL BE OPENED NOVEMBER 30, 2001. COMMISSIONERS STATED NOTICES WILL BE PLACED IN THE THROCKMORTON NEWSPAPER, GILMER NEWSPAPER, BAYLOR NEWSPAPER AND THE TEXAS PARKS AND WILDLIFE MAGAZINE AND ANY OTHER LARGE NEWSPAPER. BID PACKETS WILL BE AVAILABLE IN COUNTY AUDITOR'S OFFICE. COPY OF LEASE AGREEMENT ATTACHED.

8. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE REQUEST FROM SHERIFF TO US SCAAP FUNDS TO SUPPLEMENT VEHICLE BUDGET TO PURCHASE VEHICLE FORM DODD MOTOR COMPANY. MOTION CARRIED. REQUEST ATTACHED.

9. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO GO INTO EXECUTIVE SESSION. MOTION CARRIED.

10:10 A.M.

MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO RECONVENE INTO OPEN SESSION. MOTION CARRIED.

MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO APPROVE SETTLING LAWSUIT CONCERNING TAXES. MOTION CARRIED. (NO COPY SUBMITTED TO COUNTY CLERK.)

12. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, A CERTIFICATE FROM NORTHEAST TEXAS CHILD ADVOCACY CENTER TO UPSHUR COUNTY COMMISSIONERS COURT. MOTION CARRIED. CERTIFICATE ATTACHED.

13. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING FINDINGS OF FACT REGARDING POLITICAL BOUNDARIES OF UPSHUR

COUNTY, TEXAS FOLLOWING PUBLICATION OF 2000 CENSUS DATA AND ORDER FOR REDISTRICTING OF POLITICAL BOUNDARIES. MOTION CARRIED. ORDER ATTACHED.

14. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING COPY OF THE DISASTER RELIEF APPLICATION SUBMITTED BY UPSHUR COUNTY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. MOTION CARRIED. COPY OF APPLICATION ON FILE IN THE COUNTY CLERK'S OFFICE.

15. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING AN AMENDED ORDER BETWEEN UPSHUR COUNTY AND THE TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES. MOTION CARRIED. CONTRACT AMENDMENT ATTACHED.

16. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING A COPY OF THE WARRANT IN AMOUNT OF $20,583.56 DESIGNATED FOR UPSHUR COUNTY FROM THE UNCLAIMED PROPERTY DIVISION OF THE COMPTROLLERS OFFICE. MOTION CARRIED. COPY OF WARRANT ATTACHED.

ADDENDUM

2. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO RENEW CONTRACT FOR DESIGNATED REPRESENTATIVE FOR ON-SITE SEPTIC SYSTEM INSPECTIONS. CONTRACT TO BE FOR ONE YEAR. MOTION CARRIED. (NO COPY SUBMITTED TO COUNTY CLERK)

17. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO PLACE A SLOW-CHILDREN AT PLAY-SPEED LIMIT 35 MPH-SIGN ON HEMLOCK ROAD IN PRECINCT #3. MOTION CARRIED. NO COPY SUBMITTED TO COUNTY CLERK.

18. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT INTERLOCAL AGREEMENT WITH ORE CITY. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.

19. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO SET SPEED LIMIT ON SEGO LILY ROAD, LOCATED IN PCT. #2, TO 35 M.P.H. MOTION CARRIED. NO COPY SUBMITTED TO COUNTY CLERK.

20. MOTION BY RUSSELL GREEN SECONDED RICK JACKSON TO RE-BID TRADE OF 6610 FORD TRACTOR FOR 90 HP TRACTOR FOR PRECINCT #4. MOTION CARRIED. NO COPY SUBMITTED BY COUNTY CLERK.

21. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO BID FOR NEW OIL SAND MIXER AND RECLAIMER COMBINATION. MOTION CARRIED. NO COPY SUBMITTED TO COUNTY CLERK.

22. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO APPROVE CREATING JUSTICE COURT TECHNOLOGY FUND TO BE USED TO UPGRADE TECHNOLOGY IN JP COURTS. MOTION CARRIED. ORDER CREATING A JUSTICE COURT ATTACHED.

23. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO TABLE ANY AGENDA ITEM CONCERNING NEW TERRITORY PLAT. MOTION CARRIED.

25. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING IN THE PLAT RECORDS OF THE COUNTY CLERK'S OFFICE THE ADOPTED PLAN FOR REDISTRICTING. MOTION CARRIED. PLAT OF REDISTRICTING LOCATED IN VOLUME 5 PAGE 132 OF PLAT RECORDS. LETTER FROM ALLISON AND BASS ATTACHED.

24. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING AN AGREEMENT BETWEEN UPSHUR COUNTY AND TEXAS DEPARTMENT OF TRANSPORTATION. MOTION CARRIED. AGREEMENT ATTACHED.

26. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT FOR RECORDING THE SIGNED CONTRACT WITH CONVERSANT TECHNOLOGIES, INC. MOTION CARRIED. CONTRACT ATTACHED.

27. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE CONTRACT BETWEEN UPSHUR COUNTY AND EAST TEXAS COUNCIL OF GOVERNMENTS FOR 911 FUNDING. MOTION CARRIED. CONTRACT ATTACHED.

28. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO APPROVE ALL PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENTS AND APPLICATION FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY GLEN THARP TO PLACE A CULVERT IN ROW OF JUNIPER ROAD.

PERMIT APPLICATION SUBMITTED BY WAGNER AND BROWN TO PLACE A ROAD BORE IN ROW OF MARTIN LANE.

PERMIT APPLICATION SUBMITTED BY EDWIN STUBBERT TO PLACE A CULVERT

IN ROW OF ASPEN ROAD.

PERMIT APPLICATION SUBMITTED BY MATHEW STUBBERT TO PLACE A CULVERT IN ROW OF ASPEN TRAIL.

PERMIT APPLICATION SUBMITTED BY MIRANDA DODSON TO PLACE A CULVERT IN ROW OF FLYING SQUIRREL.

PERMIT APPLICATION SUBMITTED B MICHAEL PRITCHETT TO PLACE A CULVERT IN ROW OF MARTIN.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY D & B TIMBER TO HAUL LOGS ON JUNIPER AND SWEET GUM.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY CLARK TIMBER TO HAUL LOGS ON KELSEY CREEK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY W.W. GOING TO HAUL LOGS ON EAGLE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY JAMES D. SHERMAN TO HAUL LOGS ON COCONUT AND CHINABERRY.

APPLICATION TO FILL ABANDONED WELL SUBMITTED BY CARL WILSON. WELL IS LOCATED ON HOLLY ROAD.

APPLICATION TO FILL ABANDONED WELL, SUBMITTED BY DALE PYLAND. WELL LOCATED ON KILDEE ROAD.

ADDENDUM

1. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ACCEPT ONLY BID SUBMITTED FOR JANITORIAL SERVICES. NAME OF BIDDER IS J & J CLEANING SERVICES. AMOUNT OF BID IS $45,000.00 A YEAR. MOTION CARRIED. BID SUBMITTED BY J & J CLEANING AND LETTER FROM WILBURN INSURANCE AGENCY ATTACHED.

3. NO BIDS WERE SUBMITTED FOR SURPLUS/SALVAGE EQUIPMENT OWNED BY COUNTY. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ORDER A DUMPSTER FROM LAIDLAW TO DISPOSE OF SURPLUS/SALVAGE EQUIPMENT. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

COUNTY JUDGE CHARLES STILL

COMMISSIONER PCT. #1 JOE "JOEY" ORMS

COMMISSIONER PCT. #2 TOMMY STANLEY

COMMISSIONER PCT.#3 RICK JACKSON

COMMISSIONER PCT. #4 RUSSELL GREEN

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UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 31st day of August, 2001.

Charles Still, County Judge

Joey Orms, Commissioner, Pct. 1

Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Russell Green, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

(00) VOL 59 PG 821

We hereby amend the Upshur County budget for the fiscal year 2001 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2001 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2001 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2001.

Signed on this 31st day of August, 2001.

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 31st day of August, 2001 as the same appears on file in the office of the County Clerk of Upshur County.

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BUDGET AMENDMENTS - AUGUST 31st, 2001

FROM:			TO:			
Non-Departmental			Comm Court			
10-409-5100	Facilities Improv	16,425.15	10-401-3010	Office Supplies	29.98	
			10-401-4502	Educational Exp	1,125.40	1,155.38
			TeleCommun			
			10-410-4330	Local Telephone	4,431.28	
			10-410-4335	Long Distance	1,839.80	6,271.08
			C.J.Annex			
			10-514-3380	Misc Exp	90.32	
			10-514-3480	Janitorial	35.95	
			10-514-4300	Electricity	6,909.48	
			10-514-4310	Water, Sewer	1,606 45	
			10-514-4320	Natural Gas	26.30	
			10-514-4480	Labor	90 45	8,758.95
			Constable #2			
			10-552-3200	Gasoline	22 50	
			10-552-4502	Education Exp	217 24	239.74
County Court			County Court			
10-426-4110	Ct Appt Criminal	1,325.00	10-426-4010	Petit Jury	113.00	
10-426-4121	Ct Appt Juvenile	513.50	10-426-4015	Court Reporter	670.00	
10-426-5450	Furniture/Fixtures	247.18	10-426-4120	Ct Appt Civil Atty	732.68	
			10-426-4135	Court Costs	570 00	2,085.68
115th Distnct Court			115th Distnct Court			
10-435-4125	Capital Murder Exp	2,948.53	10-435-2150	Social Sec Tax	29.38	
			10-435-4145	Transcripts	970.00	
			10-435-4600	Dues	1,949.15	2,948.53
Distnct Clerk			Distnct Clerk			
10-450-5450	Furniture/Fixtures	5 00	10-450-4600	Dues	5 00	5.00
JP #1			JP #1			
10-451-3080	Postage	169 67	10-451-2150	Soc Sec Tax	37.04	
			10-451-2300	Retirement	117.72	
			10-451-3010	General Office	10 49	
			10-451-3030	Stationery	4.42	169 67
JP #2			JP #2			
10-452-4502	Educational	205.36	10-452-3030	Stationery	188 36	
			10-452-5400	Office Machines	17 00	205 36
JP #3			JP #3			
10-453-4502	Educational	110.00	10-453-4010	Petit Jury	110 00	110 00
District Attorney			District Attorney			
10-476-3030	Stationery	620.43	10-476-3420	Vehicle Repair	538.95	
			10-476-4502	Education	81.48	620.43
Elections			Elections			
10-490-3040	Election Materials	1,066.53	10-490-4502	Education Exp	1,066 53	1,066.53

9-1-1 Mapping			9-1-1 Mapping			
10-509-3200	Gasoline	8 01	10-509-3010	Office Supplies	8 01	8 01
County Buildings			County Buildings			
10-510-5100	Facilities Improv	2,116.87	10-510-4300	Electricity	1,869.38	
			10-510-4320	Natural Gas	123 49	
			10-510-4480	Labor	124 00	2,116.87
County Sheriff			County Sheriff			
10-560-3420	Vehicle Repair	481.54	10-560-4230	Bonds	121.00	
			10-560-4470	Other Comm Maint	360 54	481.54
Adult Probation			Adult Probation			
10-570-4330	Local Telephone	95.27	10-570-5450	Furniture/Fixtures	287.88	
10-570-5200	Computer Equipt	192 61				287.88
DPS			DPS			
10-580-4480	Other Repairs	115.79	10-580-3380	Other Operating	109 84	
			10-580-5450	Furniture/Fixtures	5 95	115.79
Library Services			Library Services			
10-650-4300	Electricity	24.00	10-650-4320	Natural Gas	24 00	24.00
Purchased Medical			Purchased Medical			
14-642-4802	Presc. Drugs	183.81	14-642-4801	Phys, Non-Emerg	83.19	
			14-642-4804	Hospital, Outp	100 62	183 81
Road & Bridge #1			Road & Bridge #1			
15-611-4495	Other Contract Serv	3,339.96	15-611-1300	Parttime Salary	887 55	
			15-611-3300	Culverts	1,893 79	
			15-611-3380	Other Operating	34 87	
			15-611-3420	Vehicle Repairs	390.94	
			15-611-4470	Other Comm Mt	132.81	3,339 96
Road & Bridge #2			Road & Bridge #2			
16-612-3430	Repair/Maint Eq	266 39	16-612-3420	Repair/Maint Veh	146.54	
			16-612-4300	Electricity	119 85	266 39
Road & Bridge #3			Road & Bridge #3			
17-613-5500	Vehicles	6,169.92	17-613-3110	Uniforms	217.42	
			17-613-3200	Gasoline	551 61	
			17-613-3240	Tires/Tubes	595 00	
			17-613-3420	Repair/Maint Veh	373 96	
			17-613-3430	Repair/Maint Eq·	516 56	
			17-613-4300	Electricity	123 91	
			17-613-4495	Other Contr Serv	3,791 46	6,169.92

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Road & Bridge #4			Road & Bridge #4			
18-614-9000	Contingency	4,601.93	18-614-1300	Parttime Employee	2,151.50	
			18-614-3230	Batteries	388.67	
			18-614-3240	Tires/tubes	249.81	
			18-614-3300	Culverts	1,242.72	
			18-614-3380	Other Operating	73.09	
			18-614-3390	Hand Tools, etc	191.01	
			18-614-4300	Electricity	208 86	
			18-614-4470	Other Comm Mtc	96 27	4,601.93
Fund 12-SCAAP		11334	Shenff's Office			
12-409-5500	Vehicles	7,583 51	10-560-5500	Vehicles	7,583 51	7,583 51
Records Mgmt			Records Mgmt			
20-403-4446	Book Restoration	800 00	20-403-2300	Retirement	800 00	800 00
Reserves			Insurance Claims			
Fund Balance		30,949.80	86-400-2930	Premiums	30,949.80	30,949.80

SPECIAL BUDGET AMENDMENTS
BUDGET AMENDMENTS, August 31, 2001

Pursuant to Local Government Code Section 111.0107 (Special Budget for Revenue from Intergovernmental Contracts), the 2000 - 2001 Upshur County Budget is amended as follows:

Revenue from housing Out-of-County Prisoners on a contract that was not in force at the time the budget was adopted: 6,599 21 10-342-2500

Expenses for the following:

10-565-3125	77.29	Prescriptions
10-565-3135	4,549 64	Food
10-565-4860	1,972 28	Prisoner Medical
	6,599.21	

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/15/01 Dept. 611/Pct #1

Employee Steve Harrell

Social Security No _____ Emp ID# 1102

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		$7.00/Hr
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

01 AUG 31 PM 4:56

Comments: Did not show up for work

Joe Gunn

For record keeping only

Authorized by.

Approved by Date. 8/30/01

BP-G1503

VOL 59 PG 826

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/29/01 Dept. 611/Pct#1

Employee James Pierce

Social Security No. _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		7.11
	Rate		7.25/HR
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

01 AUG 31 PM 4:55

Comments: Part-time Heavy Equipment Operator to replace employee who never showed up after being hired.

Authorized by _____

Approved by _____ Date: 8/30/01

BP-G1503

VOL 59 PG 827

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-01 Dept. 565/G Jail

Employee Karen Hughes

Social Security No _____ Emp ID# 1018

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

REASON(S) FOR THE CHANGE(S)

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

FILED
AUG 31 PM 4:55
CLERK

Comments 1 year Longevity $2.00/ea pay period

9/1/01 anniversary date

Authorized by: Myra Harris

Approved by: Date: 8-31-01

BP-G150

VOL 59 PG 828

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/16/01 Dept. 613/Pct#3

Employee Billy Glenn

Social Security No _____ Emp ID# 418

X	CHANGES(S)	FROM	TO
	Grade Step	10,16	10,18
	Rate	$750.00/mo	$775.00/mo
	Department		
	Position		
		$1500.00/mo	$1550.00/mo

REASON(S) FOR THE CHANGE(S)

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

FILED
01 AUG 31 PM 4:55
BY _____ DEPUTY

Comments

Authorized by: _____

Approved by. _____ Date. 8/31/01

BP-G1503

VOL 59 PG 829

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-01 Dept. 611/Pct#1

Employee Hewitt DeRamus

Social Security No _____ Emp ID# 1107

X	CHANGES(S)	FROM	TO
	Grade Step		12,12
	Rate	7.00/Hr	$750.00/ea part time
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
01 AUG 31 PM 4:55
COUNTY CLERK
UPSHUR CO. TX.
BY _____ DEPUTY

Comments. Regular Salaried employee End of Introductory period; Made regular salaried employee

Authorized by.

Approved by: Joe O'Rourke Date: 8-10-01

BP-G1503

VOL 59 PG 830

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/1/01 Dept. 565/Co Jail

Employee Sherry Niell

Social Security No _____ Emp. ID# 475

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

REASON(S) FOR THE CHANGE(S)

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

FILED FOR RECORD 01 AUG 31 PM 4:55 UPSHUR COUNTY CLERK

Comments 10 years Longevity $20.00 ea Pay period

9/1/01 anniversary date

Authorized by Myra Harris

Approved by _____ Date 8-31-01

BP-G1503

VOL 59 PG 831

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/1/01 Dept. 613/Pct#3

Employee Mary Latham

Social Security No _____ Emp ID# 620

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

REASON(S) FOR THE CHANGE(S)

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

FILED
01 AUG 31 PM 4:55
COUNTY CLERK
GILMER, TEXAS

Comments 5 years Longevity $16.00 ea
pay period

9-1-01 anniversary date

Authorized by: Myra D Harris

Approved by: _____ Date: 8-31-01

BP-G1503

VOL 59 PG 832

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-01 Dept. EMS/D. Clerk

Employee Melissa Chevalier

Social Security No. _____ Emp. ID# 747

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

REASON(S) FOR THE CHANGE(S)

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

FILED
REBA A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
BY _____ DEPUTY

Comments 6 years Longevity $12.00 ea
4pay period.

9-1-01 Anniversary date

Authorized by: Joyce Harris

Approved by _____ Date: 8-31-01

BP-G1503

VOL 59 PG 833

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/1/01 Dept 499/Jail

Employee Sherron Lamirack

Social Security No _____ Emp ID# 975

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

REASON(S) FOR THE CHANGE(S)

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

FILED
01 AUG 31 PM 4:55

Comments: Two years Longevity $4.00 per pay period

9-1-01 anniversary date

Authorized by: Myra Harris

Approved by: _____ Date: 8-31-01

BP-G1503

VOL 59 PG 834

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-01 Dept. 509/911 Mapping

Employee Melanie Shelton

Social Security No. _____ Emp. ID# 1019

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

REASON(S) FOR THE CHANGE(S)

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

RECEIVED AND FILED
SEP 3 2001
UPSHUR COUNTY CLERK
DEPUTY

Comments. 1 year Longevity $3.00/ea pay period

8/30/01 anniversary date

Authorized by Myra Harris

Approved by: _____ Date: 8-31-01

BP-G1503

VOL 59 PG 835

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-01 Dept. 565/60 Jail

Employee Jill McCauley

Social Security No _____ Emp ID# 1030

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

REASON(S) FOR THE CHANGE(S)

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

FILED FOR RECORD
2001 AUG 31 PM 3:56
CLERK COUNTY COURT

Comments 1 yr Longevity $2.00 ea pay period

9/1/01 anniversary date

Authorized by: Myra Harris

Approved by: Date. 8-31-01

BP-G150

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

04:52.35pm 29 Aug 01
PAGE 1

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109662-PCA	08/29/01	08/31/01	LAGRONE, PEGGY S	398 11		
109663-PCA	08/29/01	08/31/01	STILL, CHARLES L	1,320 39	N	
109664-PCA	08/29/01	08/31/01	CAIN, DERONDA KAYE	675 74	N	
109665-PCA	08/29/01	08/31/01	CHILDRESS, JANIS L	487.65		
109666-PCA	08/29/01	08/31/01	ESCANLAR, DORISIE L	465 14		
109667-PCA	08/29/01	08/31/01	MCBRIDE, JUDITH A	467.91		
109668-PCA	08/29/01	08/31/01	RODENBERG, ROBIN D	575 04	N	
109669-PCA	08/29/01	08/31/01	SHAW, REX AUDENE	942.89	N	
109670-PCA	08/29/01	08/31/01	SIMMONS, REGINA M	620 50		
109671-PCA	08/29/01	08/31/01	LOYD, DANNY MICHAEL	699 33	N	
109672-PCA	08/29/01	08/31/01	KUHN, JERRY LYNN	448 24	N	
109673-PCA	08/29/01	08/31/01	STEELMAN, KARMEN CITA	612 53	N	
109674-PCA	08/29/01	08/31/01	BRIAN, ROBERT L	67.51		
109675-PCA	08/29/01	08/31/01	KELLAR, LEANDA M	449.90		
109676-PCA	08/29/01	08/31/01	LOFTIS, JO ANN	612 95	N	
109677-PCA	08/29/01	08/31/01	DRENNAN, DEANNA R	1,294 70		
109678-PCA	08/29/01	08/31/01	ENGLISH, LOUIE M	554.11		
109679-PCA	08/29/01	08/31/01	LIBERACKI, JAMES H	73.51		
109680-PCA	08/29/01	08/31/01	ROSS, TERRI LYNN	836.04	N	
109681-PCA	08/29/01	08/31/01	CHEVALIER, MELISSA K	584.87		
109682-PCA	08/29/01	08/31/01	FAILS, PATSY M	402 65	N	
109683-PCA	08/29/01	08/31/01	HAMBERLIN, FRANKIE M	909 20	N	
109684-PCA	08/29/01	08/31/01	HENSON, TEENA	693.34		
109685-PCA	08/29/01	08/31/01	MARSHALL, LORING F	458 82		
109686-PCA	08/29/01	08/31/01	PATE, CASEY N	556.74	N	
109687-PCA	08/29/01	08/31/01	SMITH, SUSAN K	500 38		
109688-PCA	08/29/01	08/31/01	GRIMES, ARNOLD	592 98		
109689-PCA	08/29/01	08/31/01	MANES, AMNA WYONE	537 51		
109690-PCA	08/29/01	08/31/01	MONEY, LISA R	393.76		
109691-PCA	08/29/01	08/31/01	CRISLER, LORA L	503.45		
109692-PCA	08/29/01	08/31/01	EDGE, PAMELA S	493 15		
109693-PCA	08/29/01	08/31/01	LITTLETON, PERRY M	772 16		
109694-PCA	08/29/01	08/31/01	PERRY, CAROLYN JO	705 11	N	
109695-PCA	08/29/01	08/31/01	WELCH, MIRANDA L	571 62	N	
109696-PCA	08/29/01	08/31/01	RAY, WILLIAM VALTON	634 70	N	
109697-PCA	08/29/01	08/31/01	WHITESIDE, DONNA L	447 10	N	
109698-PCA	08/29/01	08/31/01	BRUNSON, MARY DELL	832 74	N	
109699-PCA	08/29/01	08/31/01	BULLOCK, CAROLYN SUE	870 64	N	
109700-PCA	08/29/01	08/31/01	FARMER, MARGARET A	484 13		
109701-PCA	08/29/01	08/31/01	JONES, EVELYN D	803.66	N	
109702-PCA	08/29/01	08/31/01	LINGLE, JOSEPH RICHARD JR	931 83	N	
109703-PCA	08/29/01	08/31/01	MOORE, BARBARA L	676 49	N	
109704-PCA	08/29/01	08/31/01	NORTON, ANGELA J	964 17		
109705-PCA	08/29/01	08/31/01	HUTCHINS, WANDA L	659 70	N	
109706-PCA	08/29/01	08/31/01	LONG, PAMELA GAY	1,080.58		
109707-PCA	08/29/01	08/31/01	EAST, KAREN A	477.35	N	
109708-PCA	08/29/01	08/31/01	EVANS, MINA LEE	182 65		

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FILED
REXA [illegible]
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 837

CHECK . . .	DATE PRINTED	PAYROLL DATE	Issued to...	NET PAY	DD	STATUS
109709-PCA	08/29/01	08/31/01	HARRIS, MYRA	518 68	N	
109710-PCA	08/29/01	08/31/01	TUEL, LINDA LOUISE	519. 47	N	
109711-PCA	08/29/01	08/31/01	GENTRY, PAULA A	514 54		
109712-PCA	08/29/01	08/31/01	GIBSON, CARLA R	534. 27		
109713-PCA	08/29/01	08/31/01	HALLMAN, CHRISTIE J	693 26	N	
109714-PCA	08/29/01	08/31/01	HARRIS, JOANNA S	491. 72		
109715-PCA	08/29/01	08/31/01	HILL, BARBARA A	562 74		
109716-PCA	08/29/01	08/31/01	HOWELL, LUANA GAIL	516 68		
109717-PCA	08/29/01	08/31/01	JENKINS, LATICIA ANN	465 40	N	
109718-PCA	08/29/01	08/31/01	LAMINACK, SHERRON H	657. 56		
109719-PCA	08/29/01	08/31/01	LANE, MARGARET J	580 53		
109720-PCA	08/29/01	08/31/01	LEONARD, FONDA K	557. 23		
109721-PCA	08/29/01	08/31/01	MCKINLEY, CHARLOTTE ELAINE	543 14		
109722-PCA	08/29/01	08/31/01	SMITH, MICHEAL LOYD	968 88	N	
109723-PCA	08/29/01	08/31/01	OFFIELD, STELLA GINA	656. 00		
109724-PCA	08/29/01	08/31/01	SHELTON, MELANIE M	426 25		
109725-PCA	08/29/01	08/31/01	COOK, JOHN RUBIN	692. 77	N	
109726-PCA	08/29/01	08/31/01	DANIELS, CHARLES D	551. 08	N	
109727-PCA	08/29/01	08/31/01	MEARS, CHARLES R	575 19	N	
109728-PCA	08/29/01	08/31/01	ROEDER, RAYMOND R	691 49	N	
109729-PCA	08/29/01	08/31/01	BULLOCK, JOEL K	273. 44		
109730-PCA	08/29/01	08/31/01	LAGRONE, DOYCE DEWAYNE	741 87		
109731-PCA	08/29/01	08/31/01	ROGERS, WILLIAM A	550. 26		
109732-PCA	08/29/01	08/31/01	CORLEY, ROLAN D	594. 67		
109733-PCA	08/29/01	08/31/01	KUZA, HENRY MICHAEL II	576. 54	N	
109734-PCA	08/29/01	08/31/01	BETTERTON, ANTHONY S	1, 073. 82	N	
109735-PCA	08/29/01	08/31/01	CROMLEY, ROBERT ALLEN	834. 76	N	
109736-PCA	08/29/01	08/31/01	DAVIS, SCOTT WAYDE II	721 89		
109737-PCA	08/29/01	08/31/01	DECUIR, JAMES A	752 82	N	
109738-PCA	08/29/01	08/31/01	DOWNS, GABRIEL R	774. 35		
109739-PCA	08/29/01	08/31/01	FORTSON, LARRY WAYNE	775 89	N	
109740-PCA	08/29/01	08/31/01	HILL, PHILLIP M	831. 82		
109741-PCA	08/29/01	08/31/01	MASSOLETTI, MARTY	779 74		
109742-PCA	08/29/01	08/31/01	MATTHEWS, GENEVA NELL	683. 00		
109743-PCA	08/29/01	08/31/01	MOORE, JERRY A	780 05	N	
109744-PCA	08/29/01	08/31/01	MURPHY, NADRA H	783. 40	N	
109745-PCA	08/29/01	08/31/01	ROBERTS, GARY DALE	844. 62		
109746-PCA	08/29/01	08/31/01	SALOIS, GEORGE CARL	786. 25	N	
109747-PCA	08/29/01	08/31/01	SANDERS, BOBBY NEAL	874 95	N	
109748-PCA	08/29/01	08/31/01	STEELMAN, PAUL A.	272. 92		
109749-PCA	08/29/01	08/31/01	THOMPSON, NANCY K.	587. 09	N	
109750-PCA	08/29/01	08/31/01	TILLERY, HIRAM D.	950 63		
109751-PCA	08/29/01	08/31/01	WARREN, ROXANNE	787. 24		
109752-PCA	08/29/01	08/31/01	YOUNG, LELAND WAYNE	711. 89	N	
109753-PCA	08/29/01	08/31/01	BARBER, BILLIE DARLENE	681 42	N	
109754-PCA	08/29/01	08/31/01	BEAN, ELIZABETH M	678 17	N	
109755-PCA	08/29/01	08/31/01	BEASLEY, JAMES LEON	968 78	N	

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
109756-PCA	08/29/01	08/31/01	DANIELS, JOE NATHAN	571 97		
109757-PCA	08/29/01	08/31/01	DAVIDSON, JUSTIN SCOTT	737.01		
109758-PCA	08/29/01	08/31/01	GIBBS, SHANNON D	700 76		
109759-PCA	08/29/01	08/31/01	GRISWOLD, JAMES E	731.75	N	
109760-PCA	08/29/01	08/31/01	GROSS, DON LARRY	593.66		
109761-PCA	08/29/01	08/31/01	HANCOCK, SHERREE L	718 89		
109762-PCA	08/29/01	08/31/01	HELPENSTILL, RAY B.	631 26	N	
109763-PCA	08/29/01	08/31/01	HUGHES, KAREN S	507.43		
109764-PCA	08/29/01	08/31/01	JACKSON, BROOKS C	672 86		
109765-PCA	08/29/01	08/31/01	JEFFERY, KATHY J.	647.96		
109766-PCA	08/29/01	08/31/01	LEE, LARHONDA L	688.40		
109767-PCA	08/29/01	08/31/01	MARTIN, JOSHUA P	692 68		
109768-PCA	08/29/01	08/31/01	MASON, JERRE KAY	657.01		
109769-PCA	08/29/01	08/31/01	MCCAULEY, JILL A	705 10		
109770-PCA	08/29/01	08/31/01	MITCHELL, LAURA L	671 81		
109771-PCA	08/29/01	08/31/01	MONTS, DEBRA J	568 48		
109772-PCA	08/29/01	08/31/01	NIELL, SHERRY L	701.11	N	
109773-PCA	08/29/01	08/31/01	NOLLEY, KENNETH R JR	677 01		
109774-PCA	08/29/01	08/31/01	NORWOOD, THOMAS W	734 87		
109775-PCA	08/29/01	08/31/01	POTTER, LYLE M JR	718 89		
109776-PCA	08/29/01	08/31/01	PYLE, RUTHIE L	650.73		
109777-PCA	08/29/01	08/31/01	ROBINSON, DONNA G	731 39	N	
109778-PCA	08/29/01	08/31/01	STANLEY, TIMOTHY S	688 41		
109779-PCA	08/29/01	08/31/01	TEFFTELLER, ALLEN K	722 90		
109780-PCA	08/29/01	08/31/01	WADE, ALAN M	728 66		
109781-PCA	08/29/01	08/31/01	WALKER, DIANE	579.40	N	
109782-PCA	08/29/01	08/31/01	WILLEFORD, DONALD L	718 89		
109783-PCA	08/29/01	08/31/01	YOUNGBLOOD, JOHN MICHAEL	668 08		
109784-PCA	08/29/01	08/31/01	BERRY, DEBORAH DENISE	570.74	N	
109785-PCA	08/29/01	08/31/01	BRIAN, KRISTIE D	869 33		
109786-PCA	08/29/01	08/31/01	BROWN, CHRISTOPHER E	946 12		
109787-PCA	08/29/01	08/31/01	BURROUS, JAMES MICHAEL	823 27		
109788-PCA	08/29/01	08/31/01	GRANT, GLENDA ANN	701 02		
109789-PCA	08/29/01	08/31/01	HANCOCK, KATHRYN B	871.04		
109790-PCA	08/29/01	08/31/01	HUDGINS, ROYCE L III	981 97	N	
109791-PCA	08/29/01	08/31/01	JACKSON, SHANE M	1,229 26		
109792-PCA	08/29/01	08/31/01	KELLER, LINDA H	1,104 30		
109793-PCA	08/29/01	08/31/01	MAYFIELD, KENNETH M	327 45	N	
109794-PCA	08/29/01	08/31/01	MCJIMSEY, BRUCE F	760 32		
109795-PCA	08/29/01	08/31/01	OGDEN, CHRISTI D	1,116 97		
109796-PCA	08/29/01	08/31/01	OTT, KIMBERLY R	439 43		
109797-PCA	08/29/01	08/31/01	RAY, JIMMY DARRELL	1,382 35		
109798-PCA	08/29/01	08/31/01	SMITH, TRACY B	775 17		
109799-PCA	08/29/01	08/31/01	SPIVEY, JOHN K	1,341 31		
109800-PCA	08/29/01	08/31/01	WARREN, SHERRY L	619 45		
109801-PCA	08/29/01	08/31/01	ALLEN, RALPH WAYNE	751 93		
109802-PCA	08/29/01	08/31/01	DANIELS, BRIAN M	701.57		

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CHECK. . .	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109803-PCA	08/29/01	08/31/01	EDWARDS, SANDRA D.	627.35	N	
109804-PCA	08/29/01	08/31/01	HERNDON, LORIE A	657.53		
109805-PCA	08/29/01	08/31/01	MITCHELL, RONNIE GENE	1,221.47	N	
109806-PCA	08/29/01	08/31/01	SMITH, MELINDA L	579.49	N	
109807-PCA	08/29/01	08/31/01	WYLIE, MILTON J	958.33	N	
109808-PCA	08/29/01	08/31/01	SMITH, NADRA CITA	569.05	N	
109809-PCA	08/29/01	08/31/01	BECK, EARNEST EARL	368.48	N	
109810-PCA	08/29/01	08/31/01	DERAMUS, HEWITT	478.89		
109811-PCA	08/29/01	08/31/01	HUNTER, THOMAS H	307.78		
109812-PCA	08/29/01	08/31/01	JONES, ELLIS	349.74		
109813-PCA	08/29/01	08/31/01	MITCHELL, GARY	650.14		
109814-PCA	08/29/01	08/31/01	ORMS, JOE W	27.31		
109815-PCA	08/29/01	08/31/01	SMITH, EDDIE J	654.61	N	
109816-PCA	08/29/01	08/31/01	STOKER, JAMES LOUIS	867.79	N	
109817-PCA	08/29/01	08/31/01	BARNES, MICHAEL H.	573.25		
109818-PCA	08/29/01	08/31/01	CROCKETT, HARRY JAMES	470.03	N	
109819-PCA	08/29/01	08/31/01	JEFFERY, DONALD RAY	532.35	N	
109820-PCA	08/29/01	08/31/01	JOHNSON, IVORY GENE	809.37	N	
109821-PCA	08/29/01	08/31/01	MCCAULEY, JAMES L	577.78	N	
109822-PCA	08/29/01	08/31/01	MILLER, CLINTON ARTHUR	665.61		
109823-PCA	08/29/01	08/31/01	NELSON, WILLIAM B.	606.69		
109824-PCA	08/29/01	08/31/01	PENDARVIS, ABBOTT LYNN	793.10	N	
109825-PCA	08/29/01	08/31/01	STANLEY, TOMMY LEE	1,059.30	N	
109826-PCA	08/29/01	08/31/01	YOUNG, JOEY A.	293.79	N	
109827-PCA	08/29/01	08/31/01	BYERS, MICHAEL K.	641.31		
109828-PCA	08/29/01	08/31/01	GLENN, BILLY E.	559.91	N	
109829-PCA	08/29/01	08/31/01	GLENN, GEORGE R.	181.62	N	
109830-PCA	08/29/01	08/31/01	HOOKS, TERRY R	561.48		
109831-PCA	08/29/01	08/31/01	JACKSON, RICK D.	1,045.38		
109832-PCA	08/29/01	08/31/01	MOORE, JOHN ETHAN	611.78		
109833-PCA	08/29/01	08/31/01	THOMPSON, DANNY R.	614.62		
109834-PCA	08/29/01	08/31/01	TIMMONS, GERALD WAYNE	869.98	N	
109835-PCA	08/29/01	08/31/01	VALENTINE, MERLE WAYNE	387.64		
109836-PCA	08/29/01	08/31/01	ALBRIGHT, ANTHONY DONOVAN	191.81		
109837-PCA	08/29/01	08/31/01	ALBRIGHT, GAYLE DAVID	656.54		
109838-PCA	08/29/01	08/31/01	BLACKSTONE, WILLY PAT	651.75		
109839-PCA	08/29/01	08/31/01	BOLIN, SANFORD E.	690.38		
109840-PCA	08/29/01	08/31/01	DAVIS, GARY W.	668.72		
109841-PCA	08/29/01	08/31/01	DUKE, KENNETH R.	700.29		
109842-PCA	08/29/01	08/31/01	FORT, TROY L.	569.91		
109843-PCA	08/29/01	08/31/01	GREEN, RUSSELL N.	1,051.01		
109844-PCA	08/29/01	08/31/01	HUBBARD, BOBBY JOE	385.60		
109845-PCA	08/29/01	08/31/01	RITTER, DON L.	643.15		
109846-PCA	08/29/01	08/31/01	SETTLES, JACK W	229.02		
109847-PCA	08/29/01	08/31/01	STEWART, HEATH DILLION	177.22		
109848-PCA	08/29/01	08/31/01	WALTON, LLOYD H	605.61	N	
109849-PCA	08/29/01	08/31/01	JOHNSON, GERALD DON	817.09	N	

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109850-PCA	08/29/01	08/31/01	DAVIDSON, TINA J.	415 16		
109851-PCA	08/29/01	08/31/01	GILES, PEGGY J	457 66		
109852-PCA	08/29/01	08/31/01	GRANDISON, AMANDA GENE	139 05		
109853-PCA	08/29/01	08/31/01	MORRISON, JOYCE FRANCES	891 31	N	
109854-PCA	08/29/01	08/31/01	RODENBERG, JODY LEIGH	99 87		
109855-PCA	08/29/01	08/31/01	SMITH, EMMA JEAN	572 82	N	
109856-PCA	08/29/01	08/31/01	WILLIAMS, JANET C	645 17	N	
109857-PCA	08/29/01	08/31/01	ACKER, BRUCE E	274 40		
109858-PCA	08/29/01	08/31/01	CAMPBELL, MARY ROSE	577.09	N	
109859-PCA	08/29/01	08/31/01	TUCKER, KAREN S	299.90		
				128,626 88		
				128,626 88		

198 records listed.

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VOL 59 PG 841

UPSHUR COUNTY TREASURER
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V504
ESCROW CHECK PAYMENT REGISTER

16 48 44 29 AUG 2001
PAGE 1

CHECK # .	CHECK DATE	VENDOR NAME.....	AMOUNT.....
109862-APC	08/31/01	UPSHUR COUNTY INSURANCE ACCOUNT	4,924.77
109863-APC	08/31/01	NATIONWIDE RETIREMENT	908 16
109864-APC	08/31/01	FIRST NATIONAL BANK GILMER	27,161.80
109865-APC	08/31/01	FIRST NATIONAL BANK GILMER	16,627.98
109866-APC	08/31/01	HEALTHFIRST TPA	1,186.00
109867-APC	08/31/01	UPSHUR COUNTY IRC/125	293 20
109868-APC	08/31/01	UPSHUR COUNTY IRC/125	92.15
109869-APC	08/31/01	UPSHUR COUNTY IRC/125	187.59
109870-APC	08/31/01	UPSHUR COUNTY IRC/125	309 87
109871-APC	08/31/01	UPSHUR COUNTY IRC/125	310.56
109872-APC	08/31/01	UPSHUR COUNTY IRC/125	4,735 24
109873-APC	08/31/01	INTERNAL REVENUE SERVICE	1 93
109874-APC	08/31/01	ATTORNEY GENERAL OF TEXAS	410 00
109875-APC	08/31/01	EAST TEXAS PROFESSIONAL	2,190.50
109876-APC	08/31/01	FIRST NATIONAL BANK	767.50
109877-APC	08/31/01	GILMER NATIONAL BANK	237 50
109878-APC	08/31/01	UPSHUR COUNTY INSURANCE ACCOUNT	312.12
109879-APC	08/31/01	RHONDA REED #0009546732	135 00
109880-APC	08/31/01	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	60,285.92
109881-APC	08/31/01	OFFICE OF THE ATTY GENERAL	50 00
109882-APC	08/31/01	KARMEN STEELMAN	330.13
109883-APC	08/31/01	RUBY COOPER DISTRICT CLERK	105.00
109884-APC	08/31/01	MICHAEL GROSS	149 00
109885-APC	08/31/01	VALIC	262.50
Total for All Payments -			121,974.42

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

04 58 58pm 13 Aug 20
PAGE 1

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
109163-PCA	08/13/01	08/15/01	LAGRONE, PEGGY S.	598 11		
109164-PCA	08/13/01	08/15/01	STILL, CHARLES L	1,332 50	N	
109165-PCA	08/13/01	08/15/01	CAIN, DERONDA KAYE	675.74	N	
109166-PCA	08/13/01	08/15/01	CHILDRESS, JANIS L	487.65		
109167-PCA	08/13/01	08/15/01	ESCANLAR, DORISIE L	465.14		
109168-PCA	08/13/01	08/15/01	MCBRIDE, JUDITH A	467 91		
109169-PCA	08/13/01	08/15/01	RODENBERG, ROBIN D.	587 17	N	
109170-PCA	08/13/01	08/15/01	SHAW, REX AUDENE	942 89	N	
109171-PCA	08/13/01	08/15/01	SIMMONS, REGINA M	620 50		
109172-PCA	08/13/01	08/15/01	LOYD, DANNY MICHAEL	699 33	N	
109173-PCA	08/13/01	08/15/01	KUHN, JERRY LYNN	448 24	N	
109174-PCA	08/13/01	08/15/01	STEELMAN, KARMEN CITA	612 53	N	
109175-PCA	08/13/01	08/15/01	BRIAN, ROBERT L	156 79		
109176-PCA	08/13/01	08/15/01	KELLAR, LEANDA M	449.90		
109177-PCA	08/13/01	08/15/01	LOFTIS, JO ANN	612 95	N	
109178-PCA	08/13/01	08/15/01	DRENNAN, DEANNA R	1,294 70		
109179-PCA	08/13/01	08/15/01	ENGLISH, LOUIE M	554 11		
109180-PCA	08/13/01	08/15/01	LIBERACKI, JAMES H	147.02		
109181-PCA	08/13/01	08/15/01	ROSS, TERRI LYNN	836 04	N	
109182-PCA	08/13/01	08/15/01	CHEVALIER, MELISSA K	584.87		
109183-PCA	08/13/01	08/15/01	FAILS, PATSY M	402.65	N	
109184-PCA	08/13/01	08/15/01	HAMBERLIN, FRANKIE M	909 20	N	
109185-PCA	08/13/01	08/15/01	HENSON, TEENA	693 34		
109186-PCA	08/13/01	08/15/01	MARSHALL, LORING F	458 82		
109187-PCA	08/13/01	08/15/01	PATE, CASEY N	555 31	N	
109188-PCA	08/13/01	08/15/01	SMITH, SUSAN K	500 38		
109189-PCA	08/13/01	08/15/01	GRIMES, ARNOLD	592 98		
109190-PCA	08/13/01	08/15/01	MANES, AMNA WYONE	537.51		
109191-PCA	08/13/01	08/15/01	MONEY, LISA R	462 38		
109192-PCA	08/13/01	08/15/01	CRISLER, LORA L	503.45		
109193-PCA	08/13/01	08/15/01	EDGE, PAMELA S	493 15		
109194-PCA	08/13/01	08/15/01	LITTLETON, PERRY M	772 16		
109195-PCA	08/13/01	08/15/01	PERRY, CAROLYN JO	705 11	N	
109196-PCA	08/13/01	08/15/01	WELCH, MIRANDA L	571 62	N	
109197-PCA	08/13/01	08/15/01	RAY, WILLIAM VALTON	634.70	N	
109198-PCA	08/13/01	08/15/01	WHITESIDE, DONNA L	458 21	N	
109199-PCA	08/13/01	08/15/01	BRUNSON, MARY DELL	832 74	N	
109200-PCA	08/13/01	08/15/01	BULLOCK, CAROLYN SUE	840 93	N	
109201-PCA	08/13/01	08/15/01	FARMER, MARGARET A.	484 13		
109202-PCA	08/13/01	08/15/01	JONES, EVELYN D	761 86	N	
109203-PCA	08/13/01	08/15/01	LINGLE, JOSEPH RICHARD JR	931 83	N	
109204-PCA	08/13/01	08/15/01	MOORE, BARBARA L	676 49	N	
109205-PCA	08/13/01	08/15/01	NORTON, ANGELA J	964.17		
109206-PCA	08/13/01	08/15/01	HUTCHINS, WANDA L	659 70	N	
109207-PCA	08/13/01	08/15/01	LONG, PAMELA GAY	1,080 58		
109208-PCA	08/13/01	08/15/01	EAST, KAREN A	477.35	N	
109209-PCA	08/13/01	08/15/01	EVANS, MINA LEE	182.65		

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FILED
REBA A. [illegible]
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 843

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109210-PCA	08/13/01	08/15/01	HARRIS, MYRA	518.67	N	
109211-PCA	08/13/01	08/15/01	TUEL, LINDA LOUISE	519.47	N	
109212-PCA	08/13/01	08/15/01	GENTRY, PAULA A	514.54		
109213-PCA	08/13/01	08/15/01	GIBSON, CARLA R	534.27		
109214-PCA	08/13/01	08/15/01	HALLMAN, CHRISTIE J.	693.26	N	
109215-PCA	08/13/01	08/15/01	HARRIS, JOANNA S	490.30		
109216-PCA	08/13/01	08/15/01	HILL, BARBARA A	562.74		
109217-PCA	08/13/01	08/15/01	HOWELL, LUANA GAIL	516.68		
109218-PCA	08/13/01	08/15/01	JENKINS, LATICIA ANN	465.40	N	
109219-PCA	08/13/01	08/15/01	LAMINACK, SHERRON H	657.56		
109220-PCA	08/13/01	08/15/01	LANE, MARGARET J.	580.53		
109221-PCA	08/13/01	08/15/01	LEONARD, FONDA K.	557.23		
109222-PCA	08/13/01	08/15/01	MCKINLEY, CHARLOTTE ELAINE	543.14		
109223-PCA	08/13/01	08/15/01	SMITH, MICHEAL LOYD	968.88	N	
109224-PCA	08/13/01	08/15/01	OFFIELD, STELLA GINA	656.00		
109225-PCA	08/13/01	08/15/01	SHELTON, MELANIE M.	426.25		
109226-PCA	08/13/01	08/15/01	COOK, JOHN RUBIN	692.77	N	
109227-PCA	08/13/01	08/15/01	DANIELS, CHARLES D.	551.08	N	
109228-PCA	08/13/01	08/15/01	MEARS, CHARLES R.	575.19	N	
109229-PCA	08/13/01	08/15/01	ROEDER, RAYMOND R	691.49	N	
109230-PCA	08/13/01	08/15/01	BULLOCK, JOEL K	496.54		
109231-PCA	08/13/01	08/15/01	LAGRONE, DOYCE DEWAYNE	741.87		
109232-PCA	08/13/01	08/15/01	ROGERS, WILLIAM A	550.26		
109233-PCA	08/13/01	08/15/01	CORLEY, ROLAN D	594.67		
109234-PCA	08/13/01	08/15/01	KUZA, HENRY MICHAEL II	576.54	N	
109235-PCA	08/13/01	08/15/01	BETTERTON, ANTHONY S	1,073.82	N	
109236-PCA	08/13/01	08/15/01	CROMLEY, ROBERT ALLEN	789.35	N	
109237-PCA	08/13/01	08/15/01	DAVIS, SCOTT WAYDE II	721.89		
109238-PCA	08/13/01	08/15/01	DECUIR, JAMES A	751.40	N	
109239-PCA	08/13/01	08/15/01	DOWNS, GABRIEL R	774.35		
109240-PCA	08/13/01	08/15/01	FORTSON, LARRY WAYNE	775.89	N	
109241-PCA	08/13/01	08/15/01	HILL, PHILLIP M	831.82		
109242-PCA	08/13/01	08/15/01	MASSOLETTI, MARTY	779.74		
109243-PCA	08/13/01	08/15/01	MATTHEWS, GENEVA NELL	681.57		
109244-PCA	08/13/01	08/15/01	MOORE, JERRY A	780.05	N	
109245-PCA	08/13/01	08/15/01	MURPHY, NADRA H.	783.40	N	
109246-PCA	08/13/01	08/15/01	ROBERTS, GARY DALE	844.62		
109247-PCA	08/13/01	08/15/01	SALOIS, GEORGE CARL	786.25	N	
109248-PCA	08/13/01	08/15/01	SANDERS, BOBBY NEAL	874.95	N	
109249-PCA	08/13/01	08/15/01	STEELMAN, PAUL A.	272.92		
109250-PCA	08/13/01	08/15/01	THOMPSON, NANCY K.	587.09	N	
109251-PCA	08/13/01	08/15/01	TILLERY, HIRAM D	950.63		
109252-PCA	08/13/01	08/15/01	WARREN, ROXANNE	787.24		
109253-PCA	08/13/01	08/15/01	YOUNG, LELAND WAYNE	711.89	N	
109254-PCA	08/13/01	08/15/01	BARBER, BILLIE DARLENE	681.42	N	
109255-PCA	08/13/01	08/15/01	BEAN, ELIZABETH M	678.17	N	
109256-PCA	08/13/01	08/15/01	BEASLEY, JAMES LEON	968.78	N	

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109257-PCA	08/13/01	08/15/01	BULLOCK, JOEL K	1,083.77		
109258-PCA	08/13/01	08/15/01	DANIELS, JOE NATHAN	571 97		
109259-PCA	08/13/01	08/15/01	DAVIDSON, JUSTIN SCOTT	737 01		
109260-PCA	08/13/01	08/15/01	GIBBS, SHANNON D	700 76		
109261-PCA	08/13/01	08/15/01	GRISWOLD, JAMES E.	731 75	N	
109262-PCA	08/13/01	08/15/01	GROSS, DON LARRY	593 66		
109263-PCA	08/13/01	08/15/01	HANCOCK, SHERREE L.	718.89		
109264-PCA	08/13/01	08/15/01	HELPENSTILL, RAY B.	631 26	N	
109265-PCA	08/13/01	08/15/01	HUGHES, KAREN S.	507.43		
109266-PCA	08/13/01	08/15/01	JACKSON, BROOKS C	671.43		
109267-PCA	08/13/01	08/15/01	JEFFERY, KATHY J	647 96		
109268-PCA	08/13/01	08/15/01	LEE, LARHONDA L	688.40		
109269-PCA	08/13/01	08/15/01	MARTIN, JOSHUA P.	692.68		
109270-PCA	08/13/01	08/15/01	MASON, JERRE KAY	657 01		
109271-PCA	08/13/01	08/15/01	MCCAULEY, JILL A	705 10		
109272-PCA	08/13/01	08/15/01	MITCHELL, LAURA L	670 38		
109273-PCA	08/13/01	08/15/01	MONTS, DEBRA J	398 14		
109274-PCA	08/13/01	08/15/01	NIELL, SHERRY L.	701 11	N	
109275-PCA	08/13/01	08/15/01	NOLLEY, KENNETH R JR	677 01		
109276-PCA	08/13/01	08/15/01	NORWOOD, THOMAS W	734 87		
109277-PCA	08/13/01	08/15/01	POTTER, LYLE M JR	718 89		
109278-PCA	08/13/01	08/15/01	PYLE, RUTHIE L	650 73		
109279-PCA	08/13/01	08/15/01	ROBINSON, DONNA G	731 39	N	
109280-PCA	08/13/01	08/15/01	STANLEY, TIMOTHY S.	688.41		
109281-PCA	08/13/01	08/15/01	TEFFTELLER, ALLEN K	721 47		
109282-PCA	08/13/01	08/15/01	WADE, ALAN M	727 24		
109283-PCA	08/13/01	08/15/01	WALKER, DIANE	579 40	N	
109284-PCA	08/13/01	08/15/01	WILLEFORD, DONALD L	718 89		
109285-PCA	08/13/01	08/15/01	YOUNGBLOOD, JOHN MICHAEL	668 08		
109286-PCA	08/13/01	08/15/01	BERRY, DEBORAH DENISE	570 74	N	
109287-PCA	08/13/01	08/15/01	BRIAN, KRISTIE D	869.33		
109288-PCA	08/13/01	08/15/01	BROWN, CHRISTOPHER E	946 12		
109289-PCA	08/13/01	08/15/01	BURROUS, JAMES MICHAEL	823.27		
109290-PCA	08/13/01	08/15/01	GRANT, GLENDA ANN	701.02		
109291-PCA	08/13/01	08/15/01	HANCOCK, KATHRYN B	871 04		
109292-PCA	08/13/01	08/15/01	HUDGINS, ROYCE L III	981 97	N	
109293-PCA	08/13/01	08/15/01	JACKSON, SHANE M	1,229 26		
109294-PCA	08/13/01	08/15/01	KELLER, LINDA H	739 36		
109295-PCA	08/13/01	08/15/01	MAYFIELD, KENNETH M	450 72	N	
109296-PCA	08/13/01	08/15/01	MCJIMSEY, BRUCE F	760 32		
109297-PCA	08/13/01	08/15/01	OGDEN, CHRISTI D	1,116 97		
109298-PCA	08/13/01	08/15/01	OTT, KIMBERLY R	620 43		
109299-PCA	08/13/01	08/15/01	RAY, JIMMY DARRELL	1,382 35		
109300-PCA	08/13/01	08/15/01	SMITH, TRACY B	775 17		
109301-PCA	08/13/01	08/15/01	SPIVEY, JOHN K	1,409 08		
109302-PCA	08/13/01	08/15/01	WARREN, SHERRY L	619 45		
109303-PCA	08/13/01	08/15/01	ALLEN, RALPH WAYNE	751 93		

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CHECK. . .	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
109304-PCA	08/13/01	08/15/01	DANIELS, BRIAN M.	701.57		
109305-PCA	08/13/01	08/15/01	EDWARDS, SANDRA D	627.35	N	
109306-PCA	08/13/01	08/15/01	HERNDON, LORIE A	657.53		
109307-PCA	08/13/01	08/15/01	MITCHELL, RONNIE GENE	1,221.47	N	
109308-PCA	08/13/01	08/15/01	SMITH, MELINDA L.	579.49	N	
109309-PCA	08/13/01	08/15/01	WYLIE, MILTON J	958.33	N	
109310-PCA	08/13/01	08/15/01	SMITH, NADRA CITA	569.05	N	
109311-PCA	08/13/01	08/15/01	BECK, EARNEST EARL	368.48	N	
109312-PCA	08/13/01	08/15/01	DERAMUS, HEWITT	487.01		
109313-PCA	08/13/01	08/15/01	HUNTER, THOMAS H.	521.85		
109314-PCA	08/13/01	08/15/01	JONES, ELLIS	505.61		
109315-PCA	08/13/01	08/15/01	MITCHELL, GARY	650.14		
109316-PCA	08/13/01	08/15/01	ORMS, JOE W	27.31		
109317-PCA	08/13/01	08/15/01	SMITH, EDDIE J.	654.61	N	
109318-PCA	08/13/01	08/15/01	STOKER, JAMES LOUIS	867.79	N	
109319-PCA	08/13/01	08/15/01	BARNES, MICHAEL H	573.25		
109320-PCA	08/13/01	08/15/01	CROCKETT, HARRY JAMES	470.03	N	
109321-PCA	08/13/01	08/15/01	JEFFERY, DONALD RAY	532.35	N	
109322-PCA	08/13/01	08/15/01	JOHNSON, IVORY GENE	809.37	N	
109323-PCA	08/13/01	08/15/01	MCCAULEY, JAMES L.	678.03	N	
109324-PCA	08/13/01	08/15/01	MILLER, CLINTON ARTHUR	195.01		
109325-PCA	08/13/01	08/15/01	NELSON, WILLIAM B.	606.69		
109326-PCA	08/13/01	08/15/01	PENDARVIS, ABBOTT LYNN	793.10	N	
109327-PCA	08/13/01	08/15/01	STANLEY, TOMMY LEE	1,059.30	N	
109328-PCA	08/13/01	08/15/01	YOUNG, JOEY A.	558.33	N	
109329-PCA	08/13/01	08/15/01	BYERS, MICHAEL K.	641.31		
109330-PCA	08/13/01	08/15/01	GLENN, BILLY E.	542.06	N	
109331-PCA	08/13/01	08/15/01	GLENN, GEORGE R.	317.84	N	
109332-PCA	08/13/01	08/15/01	HOOKS, TERRY R	606.16		
109333-PCA	08/13/01	08/15/01	JACKSON, RICK D	1,045.38		
109334-PCA	08/13/01	08/15/01	LEWIS, CHARLES EDWARD	168.89		
109335-PCA	08/13/01	08/15/01	MOORE, JOHN ETHAN	611.78		
109336-PCA	08/13/01	08/15/01	THOMPSON, DANNY R.	614.62		
109337-PCA	08/13/01	08/15/01	TIMMONS, GERALD WAYNE	869.98	N	
109338-PCA	08/13/01	08/15/01	VALENTINE, MERLE WAYNE	245.65		
109339-PCA	08/13/01	08/15/01	ALBRIGHT, ANTHONY DONOVAN	466.30		
109340-PCA	08/13/01	08/15/01	ALBRIGHT, GAYLE DAVID	656.54		
109341-PCA	08/13/01	08/15/01	BLACKSTONE, WILLY PAT	651.75		
109342-PCA	08/13/01	08/15/01	BOLIN, SANFORD E.	690.38		
109343-PCA	08/13/01	08/15/01	DAVIS, GARY W.	668.72		
109344-PCA	08/13/01	08/15/01	DUKE, KENNETH R.	700.29		
109345-PCA	08/13/01	08/15/01	FORT, TROY L	569.91		
109346-PCA	08/13/01	08/15/01	GREEN, RUSSELL N.	1,051.01		
109347-PCA	08/13/01	08/15/01	HARRELL, STEVEN R	643.81		
109348-PCA	08/13/01	08/15/01	HUBBARD, BOBBY JOE	423.97		
109349-PCA	08/13/01	08/15/01	RITTER, DON L.	643.15		
109350-PCA	08/13/01	08/15/01	STEWART, HEATH DILLION	256.34		

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.	NET PAY	DD	STATUS
109351-PCA	08/13/01	08/15/01	WALTON, LLOYD H	605.61	N	
109352-PCA	08/13/01	08/15/01	JOHNSON, GERALD DON	817.09	N	
109353-PCA	08/13/01	08/15/01	DAVIDSON, TINA J	415.16		
109354-PCA	08/13/01	08/15/01	GILES, PEGGY J	457.66		
109355-PCA	08/13/01	08/15/01	GRANDISON, AMANDA GENE	136.07		
109356-PCA	08/13/01	08/15/01	MORRISON, JOYCE FRANCES	891.31	N	
109357-PCA	08/13/01	08/15/01	RODENBERG, JODY LEIGH	171.92		
109358-PCA	08/13/01	08/15/01	SMITH, EMMA JEAN	572.82	N	
109359-PCA	08/13/01	08/15/01	WILLIAMS, JANET C	645.17	N	
109360-PCA	08/13/01	08/15/01	ACKER, BRUCE E	274.40		
109361-PCA	08/13/01	08/15/01	CAMPBELL, MARY ROSE	593.87	N	
109362-PCA	08/13/01	08/15/01	TUCKER, KAREN S.	299.90		
				131,263.55		
				131,263.55		

200 records listed

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CHECK #..	CHECK DATE	VENDOR NAME.	AMOUNT.....
109364-APC	08/15/01	UPSHUR COUNTY INSURANCE ACCOUNT	4,924 77
109365-APC	08/15/01	NATIONWIDE RETIREMENT	908. 17
109366-APC	08/15/01	FIRST NATIONAL BANK GILMER	27,682. 42
109367-APC	08/15/01	FIRST NATIONAL BANK GILMER	17,090. 54
109368-APC	08/15/01	HEALTHFIRST TPA	1,186. 00
109369-APC	08/15/01	UPSHUR COUNTY IRC/125	293. 20
109370-APC	08/15/01	UPSHUR COUNTY IRC/125	92. 15
109371-APC	08/15/01	UPSHUR COUNTY IRC/125	187. 59
109372-APC	08/15/01	UPSHUR COUNTY IRC/125	309. 87
109373-APC	08/15/01	UPSHUR COUNTY IRC/125	380. 16
109374-APC	08/15/01	UPSHUR COUNTY IRC/125	4,735. 24
109375-APC	08/15/01	INTERNAL REVENUE SERVICE	1. 93
109376-APC	08/15/01	ATTORNEY GENERAL OF TEXAS	410 00
109377-APC	08/15/01	EAST TEXAS PROFESSIONAL	2,190. 50
109378-APC	08/15/01	FIRST NATIONAL BANK	767. 50
109379-APC	08/15/01	GILMER NATIONAL BANK	237. 50
109380-APC	08/15/01	UPSHUR COUNTY INSURANCE ACCOUNT	312. 12
109381-APC	08/15/01	RHONDA REED #0009546732	135 00
109382-APC	08/15/01	VALIC	262. 50
109383-APC	08/15/01	OFFICE OF THE ATTY GENERAL	50. 00
109384-APC	08/15/01	KARMEN STEELMAN	330. 13
109385-APC	08/15/01	RUBY COOPER DISTRICT CLERK	105 00
109386-APC	08/15/01	MICHAEL GROSS	149. 00
Total for All Payments -			62,741. 29

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 30 Aug 2001

Approved Disbursements

Checking Account(s) APCA FNB INS

THE SOFTWARE GROUP, INC — Disbursements Made from 08/15/01 thru 08/30/01 — PAGE 1

Check #....	HC	Date..	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
109364-APCA		08/15/01	UPSHUR COUNTY INSURANCE ACCO	$4,924 77	$4,924 77	CSCD/JUV PROB;CLAIMS,EMP INS COSTS
109365-APCA		08/15/01	NATIONWIDE RETIREMENT	$908 17	$908.17	ENTITY#52039 PAYROLL DEDUCTIONS
109366-APCA		08/15/01	FIRST NATIONAL BANK GILMER	$27,682 42	$27,682 42	FICA;MEDICARE PAYROLL DEDUCTIONS
109367-APCA		08/15/01	FIRST NATIONAL BANK GILMER	$17,090 54	$17,090 54	WITHHOLDING PAYROLL DEDUCTIONS
109368-APCA		08/15/01	HEALTHFIRST TPA	$1,186.00	$1,186 00	125/HEALTHCARE REIMBURSEMENT
109369-APCA		08/15/01	UPSHUR COUNTY IRC/125	$293 20	$293 20	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
109370-APCA		08/15/01	UPSHUR COUNTY IRC/125	$92 15	$92 15	125/AFLAC PAYROLL DEDUCTION
109371-APCA		08/15/01	UPSHUR COUNTY IRC/125	$187 59	$187 59	125/AMERICAN HERITAGE PAYROLL DEDUCTION
109372-APCA		08/15/01	UPSHUR COUNTY IRC/125	$309 87	$309 87	125/TRANSPORT LIFE PAYROLL DEDUCTION
109373-APCA		08/15/01	UPSHUR COUNTY IRC/125	$380 16	$380 16	125/CENTRAL UNITED PAYROLL DEDUCTION
109374-APCA		08/15/01	UPSHUR COUNTY IRC/125	$4,735 24	$4,735.24	125 DEPENDENT INS PREMIUMS/PAYROLL
109375-APCA		08/15/01	INTERNAL REVENUE SERVICE	$1 93	$1 93	LAGR G 03/295620572(1040A)(LEVY)
109376-APCA		08/15/01	ATTORNEY GENERAL OF TEXAS	$410 00	$410 00	MULTIPLE PAYORS 01/19/01 PAYROLL
109377-APCA		08/15/01	EAST TEXAS PROFESSIONAL	$2,190 50	$2,190 50	ETPCU/PAYROLL SAVINGS PLAN
109378-APCA		08/15/01	FIRST NATIONAL BANK	$767 50	$767 50	FNB/PAYROLL SAVINGS PLAN
109379-APCA		08/15/01	GILMER NATIONAL BANK	$237 50	$237 50	GNB/PAYROLL SAVINGS PLAN
109380-APCA		08/15/01	UPSHUR COUNTY INSURANCE ACCO	$312 12	$312 12	DEPENDENT INS PREMIUMS/PAYROLL
109381-APCA		08/15/01	RHONDA REED #0009546732	$135 00	$135 00	AC#0009546732,CAUSE#281-93 JOEY A YOUNG
109382-APCA		08/15/01	VALIC	$262 50	$262 50	PAYROLL DEDUCTIONS
109383-APCA		08/15/01	OFFICE OF THE ATTY GENERAL	$50 00	$50 00	D. LAGRONE AC#4601306341,CAUSE#40979
109384-APCA		08/15/01	KARMEN STEELMAN	$330 13	$330 13	#718-99;454-33-4972
109385-APCA		08/15/01	RUBY COOPER DISTRICT CLERK	$105.00	$105.00	EARNEST BECK, CAUSE#97-2125DR
109386-APCA		08/15/01	MICHAEL GROSS	$149 00	$149.00	CASE #00-20023
109387-APCA	HC	08/15/01	FIRST NATIONAL BANK GILMER	$175,000 00	$175,000 00	CD#34356 PURCHASED@4 15%(92days) TO MATURE 11/15/01
109482-APCA		08/15/01	A & E MILL AND WELDING SUPPL	$55 55	$30 30	PCT#4-CUST#173125/CYL RENT(2 ACEM;0X150,3 0X275)

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Check #	HC Date..	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions. . . . .
				$25 25	PCT#2-CUST#173000/CYL RENT(ACEL; ACEM, 3 OX275)
109483-APCA	08/15/01	AAXION. INC.	$161 70	$161 70	PCT#2-NIPPLES; CLAMPS; OIL SUCTION; VALVE
109484-APCA	08/15/01	ABC AUTO PARTS	$11 91	$11 91	PCT#4-TESTER
109485-APCA	08/15/01	ACCU CHEM LABORATORIES	$1,608 00	$1,608 00	CCP-ACCT#U985/PROFILES
109486-APCA	08/15/01	ACE LOCK & SAFE SERVICE	$140 00	$140 00	J CTR-KEYS; LOCKS; SERV CALL
109487-APCA	08/15/01	ACS	$7,582 95	$7,582 95	CO CLK-CUST#171816/INDEXING, MICRO FILMING; SYSTEM 6000 IMAGING
109488-APCA	08/15/01	ACTION SAFE & LOCK	$187 50	$187 50	CTHOUSE SEC-EAST&WEST DOOR LOCKS; LABOR ON NEW DOORS
109489-APCA	08/15/01	ALLTEL	$10 42	$10 42	911-QM#266WN/JULY 10'01
109490-APCA	08/15/01	AMERA-CHEM, INC	$39 95	$39 95	CONST#2-ED FUND/DRUG INDENTIFIACTION 5TH ED BOOK
109491-APCA	08/15/01	ANDERSON ELECTRIC & RADIOSHA	$46 94	$46 94	CO S-CUST#10000525/ADAPTERS; CABLE; TEE
109492-APCA	08/15/01	ANGELA NORTON	$10 71	$10.71	D A-REIMBURSE MILEAGE/J P HEARING(BIG SANDY)
109493-APCA	08/15/01	ANGELA R SMOAK	$744 93	$31.25	D CT-#116-01-I/I/O-D J.
				$363 68	CO CT-#158-01-I/I/O-R. M. &N. S.
				$350 00	D. CT-#12,770/JESSICA PIERSON
109494-APCA	08/15/01	ANTHONY BETTERTON	$10 33	$10.33	CO S-REIMBURSE/MEAL@CORPUS CHRISTI
109495-APCA	08/15/01	ARAMARK UNIFORM SERVICES INC	$1,263 62	$103.65	PCT#4-UNIFORM SERVICE
				$32 87	CO MAINT-UNIFORM SERVICE
				$150 05	PCT#1-UNIFORM SERVICE
				$66 74	PCT#2-UNIFORM SERVICE
				$154 03	PCT#4-UNIFORM SERVICE
				$32.87	CO MAINT-UNIFORM SERVICE
				$51 85	PCT#1-UNIFORM SERVICE
				$66 74	PCT#2-UNIFORM SERVICE
				$169 23	PCT#4-UNIFORM SERVICE
				$32 87	CO MAINT-UNIFORM SERVICE
				$51 85	PCT#1-UNIFORM SERVICE
				$66 74	PCT#2-UNIFORM SERVICE
				$134 87	PCT#4-UNIFORM SERVICE
				$32 87	CO MAINT-UNIFORM SERVICE
				$49 65	PCT#1-UNIFORM SERVICE
				$66 74	PCT#2-UNIFORM SERVICE
109496-APCA	08/15/01	ARNOLD GRIMES	$391 02	$391 02	JP#1-REIMBURSE; 1012mi@ 315ea; MEALS, LODGING
109497-APCA	08/15/01	ARNOLD, WALKER, ARNOLD&CO .	$190 00	$190 00	NON DEPT-GASB 34 IMPLEMENTATION MEETING

Check #....	HC Date	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions
109498-APCA	08/15/01	BARBARA R DAVIDSON MD	$48 28	$48 28	INDIG-HOWARD D CAIN/MEDICAL
109499-APCA	08/15/01	BARRY CLARK WALLACE P.C	$700 00	$350.00	D CT-#12,138/TIMMIE WEEMS
				$350 00	D CT-CAUSE#12,665
109500-APCA	08/15/01	BLAZER RESOURCES INC	$43,825 00	$10,000 00	PCT#1-ROAD OIL/400 BBLS.@ $25 00
				$8,500 00	PCT#4-ROAD OIL/340 BBLS @ $25 00
				$3,750.00	PCT#3-ROAD OIL/150 BBLS @ $25 00
				$3,750.00	PCT#3-ROAD OIL/150 BBLS @ $25 00
				$6,000 00	PCT#2-ROAD OIL/240 BBLS @ $25 00
				$3,000 00	PCT#2-ROAD OIL/120 BBLS @ $25 00
				$3,825 00	PCT#1-ROAD OIL/153 BBLS @ $25 00
				$5,000.00	PCT#1-ROAD OIL/200 BBLS @ $25 00
109501-APCA	08/15/01	BOBBY HUBBARD	$4 00	$4 00	PCT#4-REIMBURSE/GAS
109502-APCA	08/15/01	BOGEL SALES INC	$466.75	$185 25	CO BLDGS-CUST#870230/TRASH BAGS; LOTION
				$233 75	CO BLDGS-CUST#870230/TISSUE, TOWELS
				$47.75	CO. BLDGS-CUST#870230/TOWELS; TISSUE DISPENSER
109503-APCA	08/15/01	BRODART CO	$396 08	$382 53	CO LIB-ACCT#1233982/BOOKS
				$13 55	CO LIB-ACCT#423398/BOOK
109504-APCA	08/15/01	BRUCE ACKER	$857 55	$857 55	EXT-REIMBURSE EXPENSES-07/10-08/06/01
109505-APCA	08/15/01	C & C TROPHY CO	$7 00	$7 00	J. CTR-SIGN
109506-APCA	08/15/01	C F. BIGGS CO INC	$187 27	$187 27	CO LIB-CUST#SH3073/COPIER CARTRIDGE
109507-APCA	08/15/01	CALCO INCORPORATED	$1,203 30	$1,203 30	PCT#2-CUST#UPS2/TINES
109508-APCA	08/15/01	CARLA GIPSON	$4 35	$4 35	TAX. ASSESS-REIMBURSE/OFFICE SUPPLIES
109509-APCA	08/15/01	CERTIFIED LABORATORIES	$889 22	$528 32	CO BLDGS-CUST#S0118175/CHEMICAL
				$360 90	CO BLDGS-CUST#S0118175/CHEMICAL FOR C H. COOLING TOWER
109510-APCA	08/15/01	CHEROKEE COUNTY	$570 00	$310 00	CO CT-MI#26,522/PATRICIA BOSTIC(COMMIT TO RUSK)
				$260 00	CO CT-MI#26,551/LATASHA BROOKS(COMMIT TO RUSK)
109511-APCA	08/15/01	CHEVRON U S A INC	$226 04	$226 04	SUP&CCP-ACCT#7898789859/JULY 27'01
109512-APCA	08/15/01	CHOICES ADOLESCENT TREATMENT	$6,399 60	$3,199 80	ISP-JUNE'01 PLACMENT ON J B
				$3,199.80	ISP-JULY'01 PALCEMENT
109513-APCA	08/15/01	CITY OF BIG SANDY	$20 80	$20 80	CO BLDGS-ACCT#818/JULY 30/01 BILLING
109514-APCA	08/15/01	CMRS-PB	$5,000 00	$5,000 00	NON DEPT-POSTAGE FOR METER MACHINES

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Check #	HC Date.	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
109515-APCA	08/15/01	COMMUNITY REHABILITATION	$1,998 00	$1,998 00	CCP-JULY'01 BILLING
109516-APCA	08/15/01	COMPLETE BUSINEES SYSTEMS	$268 34	$268 34	ACCT#1-1078627-001 7/05/01-8/05/01
109517-APCA	08/15/01	COMPUNET TECHNOLOGIES INC	$1,167 00	$85 00	COMPUTER-16MB 72PIN SIMMS; LABOR(PCT#1 COMM)
				$397 00	COMPUTER-APC 500VA UPS; LABOR(WIRING PROBLEMS CO S,P HALL)
				$225 00	COMPUTER-3hrs LABOR(911 OFFICE)
				$275 00	COMPUTER-LABOR; 5hrs SOFTEWARE&SETTTINGS(CO AUD)
				$185 00	COMPUTER-17" SVGA COLOR MONITOR(JP#1-WYONE)
109518-APCA	08/15/01	CONOCO INC	$33 84	$33 84	CO S-ACCT#247152226/GASOLINE
109519-APCA	08/15/01	DALE TILLERY	$10 26	$10 26	CO S-REIMBURSE/MEAL@CORPUS CHRISTI
109520-APCA	08/15/01	DALLAS COMPRESSOR	$29 28	$29 28	CO BLDG-FILTER ASSEMBLY FOR AIR COMPRESSOR; FREIGHT
109521-APCA	08/15/01	DARR EQUIPMENT COMPANY	$1,407 61	$1,252 08	PCT#4-CUST#8727400/BITS
				$60 18	PCT#4-ANTIFREEZE
				$39 65	PCT 3-V BELT; GREASE GUN
				$55 70	PCT#4-CUST#8727400/BOLTS; NUTS
109522-APCA	08/15/01	DEALERS TRUCK	$131 20	$131 20	PCT#3-TGAIR CONV
109523-APCA	08/15/01	DEAN FOWLER ATTY AT LAW	$1,350 00	$350 00	D CT-#12,713/LAURA LYNN BEAN
				$250 00	CO. CT-#26,167/JOE L LOPEZ
				$750.00	D CT-CAUSE#J-16-01; /ED/BJ
109524-APCA	08/15/01	DEBERRY BUTANE GAS CO	$10 00	$10 00	PCT#2-(1)3"x2" REDUCER
109525-APCA	08/15/01	DIANA JR'S	$73 27	$73 27	D A-KENNETH HALL/HOT CK RESTITUTION
109526-APCA	08/15/01	DIXIE PAPER COMPANY	$826 26	$358 94	CO. JAIL-#585755/SUPPLIES
				$467 32	CO. JAIL-CUST#585755/TISSUE; TOWELS; BAGS
109527-APCA	08/15/01	DR BAGHERIAN	$54 00	$54 00	D. AMARK BEATY/HOT CK RESTITUTION
109528-APCA	08/15/01	EAST TEXAS INSURANCE AGENCY	$71 00	$71 00	CO. JAIL-#TXN451980/DARLENE BARBER(NOTARY)
109529-APCA	08/15/01	EAST TEXAS MEDICAL	$964 79	$83 00	CO JAIL-CHARLES W KUYKENDALL/MEDICAL
				$131 43	CO JAIL-EDDIE BAKER/MEDICAL
				$157 95	CO JAIL-EDDIE BAKER/MEDICAL
				$535 08	CO JAIL-RICKEY JOHNSON/MEDICAL
				$57 33	CO JAIL-RICKEY JOHNSON/MEDICAL
109530-APCA	08/15/01	ECONOMY AUTO SUPPLY INC	$319 11	$8 33	PCT 3-SOCKET
				$2 78	PCT 3-FRAME FILTER
				$1 27	PCT 3-SPOT MIRROR
				$123.21	PCT 1-DRILL BIT SET; GOGGLES; OIL CHARGE;

Check #....	HC Date. .	Vendor...	Check Amount	Invoice Amts	Invoice Descriptions
					FREEZE 12
				$60.88	PCT 3-FILTERS; FILTERS; ADAPTER; ADAPTER
				$8 81	PCT 1-FUEL FILTER
				$29.28	PCT 1-TRANSMISSION FLUID
				$8.81	PCT 1-FUEL FILTER
				$7.00	PCT 3-JUMPER CABLE ENDS
				$68.74	PCT 3-RACHET, BRAKE OVER HANDLE
109531-APCA	08/15/01	ELLIOTT ELECTRIC SUPPLY INC	$138 38	$138 38	CO BLDGS-CUST#3289472/BALLASTS
109532-APCA	08/15/01	ELWELL'S OIL & LUBE	$38 95	$19 00	CO S-UNIT#8/OIL; FILTER; LABOR
				$19 95	CO S-UNIT#?/OIL, FILTER; LABOR
109533-APCA	08/15/01	ERVIN'S GARAGE	$886 13	$886 13	PCT 1-TIRES; TRUCK REPAIR
109534-APCA	08/15/01	ETEX TELEPHONE COOP. INC.	$356 16	$27 95	TELE COMM-ACCT#9682941/AUG 01/01 BILLING
				$39 90	TELE COMM-ACCT#8388936/AUG 01/01 BILLING
				$112 80	JP#1-ACCT#7346269/AUG 01/01 BILLING
				$1.50	PCT#3-ACCT#7345998/AUG 01/01 BILLING
				$33.75	PCT#3-ACCT#7345822/AUG 01/01 BILLING
				$33 81	JP#1-ACCT#7343786/AUG 01/01 BILLING
				$36 50	PCT#4-ACCT#7626731/AUG 01/01 BILLING
				$31.55	PCT#1-ACCT#7345609/AUG 01/01 BILLING
				$38 40	PCT#2-ACCT#7626266/AUG 01/01 BILLING
109535-APCA	08/15/01	ETMC PHYSICIANS CLINIC	$75 00	$75 00	CO JAIL-JUSTIN DAVIDSON/PREEMPLOYMENT PHYSICAL
109536-APCA	08/15/01	EXPERIAN	$64 95	$64 95	SUP-ACCT#8906245/JULY 27'01 BILLING
109537-APCA	08/15/01	F Q MEARS, PSY D , PH D	$775 00	$775 00	D CT-CAUSE#12,533 SHANNON SMITH
109538-APCA	08/15/01	FANNIN FARM EQUIPMENT	$122 05	$31 55	PCT#1-RODS; GRIND DISC, ROD HOLDER, STRIKER
				$37 00	PCT#4-SOAP STONE; HOLDER; RODS, TIP CLEANER; GLOVES
				$17.50	PCT#3-JULY CYL RENT
				$36 00	PCT#1-JULY CYL RENT
109539-APCA	08/15/01	FEDEX	$74 40	$22 24	D A-ACCT#227516917/SHIPMENT TO AUSTIN
				$52 16	CO S-ACCT#171613256/SHIPMENTS TO HUNTSVILLE
109540-APCA	08/15/01	FUTURE EQUIPMENT CO INC	$404 84	$404 84	PCT#1-CUST#5UC0001/BEARINGS; SEAL, WASHER, NUT
109541-APCA	08/15/01	GARY'S DRIVE SHAFTS	$276 98	$276 98	PCT#4-PARTS; LABOR
109542-APCA	08/15/01	GAYLORD BROS. INC	$72 73	$72 73	CO LIB-DATE PLATES
109543-APCA	08/15/01	GCR LONGVIEW TRUCK TIRE CENT	$156 06	$14 64	PCT 3-TUBE
				$141.42	PCT 3-TIRE FOR PACKER; TUBE
109544-APCA	08/15/01	GEORGE P. BANE INC	$38 39	$28.93	PCT#4-ACCT#91938/BOOM PIN

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Check #. .	HC Date	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions . . . . .
				$9 46	PCT#3-CHAIN SPLICER
109545-APCA	08/15/01	GILMER COUNSELING SERVICES	$2,697 50	$2,325 00	CCP-JUNE'01 BILLING
				$372 50	JUV PROB-JUNE'01 BILLING
109546-APCA	08/15/01	GILMER DISCOUNT TIRE	$7 50	$7 50	PCT#2-MOUNT & BAL
109547-APCA	08/15/01	GILMER DRUG COMPANY	$438 69	$438 69	INDIG-ACCT#1202-01/PRESCRIPTIONS
109548-APCA	08/15/01	GILMER LUMBER COMPANY INC	$11,111 84	$187 20	JP#3-MATERIAL FOR NEW JP OFFICE
				$2,558 01	JP#3-MATERIALS FOR NEW OFFICE
				$1,370 48	JP#3-MATERIALS FOR NEW OFFICE
				$91 20	JP#3-MATERIALS FOR NEW OFFICE
				$3,321 32	JP#3-MATERIALS FOR NEW OFFICE
				$347 09	JP#3-MATERIALS FOR NEW OFFICE
				$739 07	JP#3-MATERIALS FOR NEW OFFICE
				$553 73	JP#3-MATERIALS FOR NEW OFFICE
				$58 96	J CTR-ROLLER COVERS, BRUSHES; PAINT
				$249 10	JP#3-MATERIALS FOR NEW OFFICE
				$285 31	J CTR-PAINT
				$772 00	J CTR-PAINT
				$145 32	J CTR-PAINT PAN; BRUSHES, ROLLER FRAMES; PAINT; EXTENSION POLE
				$17 59	J CTR-COVERS
				$144 00	J CTR-PAINT PANS; ROLLER FRAMES; PAINT, EXT POLE
				$154 71	J CTR-PAINT
				$89 60	J CTR-VINYL TILE; FREIGHT
				$32 65	J CTR-PAINT
				$69 00	J CTR-CUST#21020/COVE BASE
				$150 00	JP#3-MATERIALS FOR NEW OFFICE
				$224 50cr	JP#3-MATERIALS RETURNED(JP#3 OFFICE)
109549-APCA	08/15/01	GILMER OFFICE CENTER	$927 75	$141 87	CO JAIL-OFFICE SUPPLIES
				$21 00	JP#2-PLATES FOR SIGNATURE STAMP
				$10 50	JP#2-STAMP
				$24 99	CO BLDGS-COPY PAPER
				$59 96	COMM CT-CARTRIDGES
				$267 73	CO. TAX-OFFICE SUPPLIES
				$21 94	CO TAX-OFFICE SUPPLIES
				$9 84	PCT#4-PEN REFILLS
				$60 85	EXT-LABELS; CARTRIDGE; CARDS
				$29 00	JP#1-STAMP W/SEAL
				$83 96	CO S-FAX FILM
				$8 98	WASTE-RECEIPT BOOKS
				$50 16	CO JAIL-NOTEBOOKS
				$21 83	CO S-RECEIPT BOOK
				$62 66	911-OFFICE SUPPLIES
				$34 98	COMM CT-COLOR CARTRIDGE
				$24 99	AUD-COPY PAPER
				$7 49cr	911-PHONE REST RETURNED

Check #....	HC Date ...	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
109550-APCA	08/15/01	GLASS DOCTOR	$100 63	$100.63	J. CTR-PLEXIGLASS/JAIL WINDOW
109551-APCA	08/15/01	GLENWOOD GROCERY	$203 36	$203 36	CONST#1-GAS 6/26/01-7/28/01
109553-APCA	08/15/01	GT DISTRIBUTORS INC	$48 90	$48.90	DPS-SEAT ORGANIZER
109554-APCA	08/15/01	H & H BUILDERS SUPPLY	$46.79	$46 79	SUP-&CCP-ACCT#4177; SUPPLIES
109555-APCA	08/15/01	H&D TIRE & AUTOMOTIVE	$3,255.16	$16.50	PCT 1-TIRE TUBE
				$40 12	PCT 1-BOLT, PUNCHES, BLADE
				$18 42	CJ ANNEX-COUPLING; BLADE; BRAKE FLUID (6); MASKING TAPE, MASKING TAPE
				$20.50	PCT 1-SHOVEL HANDLES
				$51.10	PCT 1-HYD FITTINGS; HYD HOSE
				$11.86	CJ ANNEX-TOWELS, CLEANER
				$41 26	CJ ANNEX-MASKING TAPE, PAINT THINNER, MASKING TAPE; PAINT THINNER; ROLLER SLEEVES; ROLLER SLEEVES
				$10 55	CO BLDG-BELT, BLADE
				$13.31	CJ ANNEX-DOOR STOP; SUPER GLUE, EPOXY; TAPE
				$496.12	PCT#3-STARTER, CORE, WRENCH, FREON
				$18 46	CO BLDGS-NUTS, LIQUID FIRE, THINNER
				$18.42	CO BLDGS-TOOL, ELECT TAPE; LIQUID FIRE
				$42 45	PCT#4-COOLER; FLAG, TAPE
				$4 85	PCT#4-WIRE SCREEN
				$4.98	PCT#3-LOCK
				$10.81	PCT#4-OIL; OIL STABALIZER
				$55 29	PCT#4-TUBE; JACK
				$31.50	PCT#3-FUEL PUMP
				$58 48	PCT#4-BLADES; BOLTS; FITTINGS
				$5.99	PCT#4-BATTERIES
				$17.50	PCT#4-HYD OIL, FITTINGS
				$5.38	PCT#3-WASP SPRAY, PLUG
				$17 99	CO BLDGS-PAINT THINNER
				$19 66	CO BLDGS-HANDLE; ROLLERS; BRUSH SET
				$11 99	CO BLDGS-HOSE
				$63.29	PCT#1-CLAMP; TIRE PLUGS; PROBE, SCRAPER; SANDPAPER
				$25 40	PCT#4-PADLOCKS
				$50.08	PCT#4-BOLTS, NUTS, KNOBS
				$48.00	PCT#2-FITTINGS
				$7.56	PCT#1-PLUGS, ELLS; TEES, DEGELL
				$15.38	CO BLDGS-QUAD CUT, EDGER BLADE
				$52.78	PCT#4-TORX SET; GREASE GUN; HOSE
				$15.50	PCT#4-U JOINT, BOLTS
				$1.72	PCT#4-NAILS
				$150 40	PCT 4-TIRES; TIRE CORES
				$39 07	PCT#2-OIL; WASP SPRAY
				$19 18	PCT#3-BOLTS; NUTS; LOCK
				$490 00	PCT 3-1 TON JACK
				$32.80	J CTR-PAINT THINNER; ROLLER SLEEVE, BRUSH

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Check #. .	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions..... ....
				$18 91	CO BLDGS-V NOTCH; GLUE; NAPTHA
				$26 30	PCT#4-HYD OIL; ATF
				$109 35	PCT 2-BRAKE PADS
				$32.02	PCT#2-U-JOINT
				$25 04	PCT#1-HYD OIL; SHOP TOWELS
				$71 40	PCT#3-FITTINGS; BOLT; NUT
				$53 01	PCT#3-BELTS; SHOCK
				$10 78	PCT#1-RAD HOSE
				$35 73	PCT#4-VALVE, BOLT, NUT; TOOLS; UNION
				$30 67	PCT#1-TERM, WATER PUMP; PUMP CORE
				$17 31	PCT#1-MOTOR MOUNT; KEYS; SCREWS; NUTS
				$2 94	PCT#3-TERMINALS
				$155 99	PCT 3-ALTERNATOR
				$79 50	PCT#3-BATTERY & RECYCLE FEE
				$3 70	CO BLDGS-NUTS, BOLTS; LUGS, LIG NAIL
				$109 54	PCT#4&911-GREASE HOSE; TUBE, TUBE/U-JOINTS
				$18 16	J CTR-SWITCH; OIL; COUPLINGS; NIPPLE
				$16 50	PCT#3-TUBE
				$7 51	PCT#3-TIRE GLUE, VALVE TOOL
				$7 95	PCT#3-CONCRETE MIX
				$0 44	CO BLDGS-DOWELS
				$2 29	CO BLDGS-HOSE NOZZLE
				$8 06	CO BLDGS-REPAIR PARTS KIT
				$86 10	PCT#4-BLADES; NUTS; BOLTS
				$40 00	PCT#1-TUBE
				$1 50	PCT#1-DIFFERENCE IN PRICE OF BATTERY
				$59 62	PCT#1-FITTINGS; OIL
				$318 00	PCT 1-BATTERIES
				$1 00	CO BLDGS-KEY TAGS
				$4 50	CO BLDGS-OIL
				$1.73	PCT#4-FITTING
				$1 89	CO. BLDGS-GRINDING
				$3 68	ABATEMENT-(2)KEYS
				$7 00	911-PRESTONE ANTIFREEZE
				$11 61cr	PCT#2-RETURNED TUBE
				$119 54cr	PCT#3-RETURNED STARTER-CORE; BELTS
				$36.46cr	911-RETURNED U-JOINTS
109556-APCA	08/15/01	HART INTERCIVIC	$5,758 37	$492 37	CO CLK-ACCT#3816/INDEX TO COMM CT MINUTES
				$5,266 00	CO CLK-#800 UD ENDURO PLAT CABINET COMBO
109557-APCA	08/15/01	HERBERT L. YOUNG	$11,687 42	$145 20	CONST#2-GAS
				$93 94	911-76 GALS GAS
				$255 20	PCT#2-200 GALS. DIESEL
				$11,008 25	PCT#2-2028 GALS GAS; 6879 GALS DIESEL
				$138 45	CO BLDGS-125 GALS GAS
				$46 38	D.A-42gals GAS
109558-APCA	08/15/01	HEWITTS	$845 00	$845 00	PCT#3-CULVERTS
109559-APCA	08/15/01	HOLMES CONCRETE PIPE	$2,416 00	$460 80	PCT#2-CULVERT

Check #. ..	HC Date. . .	Vendor	Check Amount	Invoice Amts	Invoice Descriptions . . . . .
				$209.20	PCT 4-15"ID PLASTIC CULVERT; 12"ID PLASTIC CULVERT
				$1,325 40	PCT 2-15"ID PLASTIC CULVERT; 36"X30' STEEL CULVERT
				$420 60	PCT 2-36"X20' ID STEEL CULVERT; 36" STEEL CUPLING
109560-APCA	08/15/01	INTEGRATED BUSINESS SYSTEMS	$450 97	$450 97	NON DEPT-45,097copies@ 01ea 6/28-8/1/01
109561-APCA	08/15/01	INTERNATIONAL POLICE TECHNOL	$111 14	$111.14	CONST#2-DID/REPLACED CAPSTON MOTOR CAMERA S#226622; 1/2hr. LABOR
109562-APCA	08/15/01	J & M AUTOMOTIVE	$2,835 83	$2,835 83	PCT 3-TRANSMISSION REPAIR; GEARS FOR SPEEDOMOTER
109563-APCA	08/15/01	JAMES B ZIMMERMANN	$276 72	$276.72	D CT-VISITING JUDGE 4/23-27/01
109564-APCA	08/15/01	JAMES DeCUIR	$32 73	$32.73	CO S-REIMBURSE MEALS/SCHOOL IN KILGORE
109565-APCA	08/15/01	JEFFERSON JIMPLECUTE	$13 99	$4 00	SUP-ENVELOPES
				$9.99	SUP-RECEIPT BOOK
109566-APCA	08/15/01	JO ANN LOFTIS	$29 96	$29 96	COMPUTER-REIMBURSE/NORTON ANTI VIRUS
109567-APCA	08/15/01	JUDY MCBRIDE	$296 50	$296 50	ELECTIONS-REIMBURSE MEALS;LODGING/ELECTION SEMINAR
109568-APCA	08/15/01	JURIS PUBLISHING INC	$59 50	$59.50	D.A-ACCT#19188/TEX SEARCH&SEIZURE, HANDLING
109569-APCA	08/15/01	KAREN EAST	$14 81	$14 81	NON DEPT-REIMBURSE/47mi@ 315ea(POSTA OFFICE 5/29-8/10/01)
109570-APCA	08/15/01	KAREN S HUGHES	$144 00	$144 00	CO. MAINT-18hrs@$8 00ea 8/8-10/01 CONTRACT SERVICE(CLEANING CTH)
109571-APCA	08/15/01	KAREN TUCKER	$183 11	$183 11	EXT-REIMBURSE/EXPENSES-07/10-07/26/01
109572-APCA	08/15/01	KARMEN STEELMAN	$57 02	$57.02	COMPUTER&TREAS-REIMBURSE/181mi@ 315ea 613-8/7/01
109573-APCA	08/15/01	KELLY FORD TRACTOR INC	$31 20	$31 20	PCT 3-O-RINGS; RETAINER
109574-APCA	08/15/01	KOMATSU FINANCIAL LIMITED PA	$33,085 63	$33,085 63	PCT#2-CONTRACT#008361-000; GD650A-2CY 8/25/01
109575-APCA	08/15/01	LAUREN PARISH	$30 00	$30 00	D JUDGE-REIMBURSE/DUES
109576-APCA	08/15/01	LAW ENFORCEMENT SYSTEMS INC	$93.50	$93.50	CONST#2-DID/TX TRAFFIC TICKET W/WARNING
109577-APCA	08/15/01	LINDA TUEL	$18 11	$18.11	TREAS-REIMBURSE MILEAGE/BANK & P O
109578-APCA	08/15/01	LINEBARGER HEARD GOGGAN BLAI	$9,907 14	$5,830 27	NON DEPT-MAY'2001 DELINQUENT TAX ATTY FEES

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Check #. ..	HC Date .	Vendor...	Check Amount	Invoice Amts	Invoice Descriptions. ....
				$4,076.87	COLELCTED NON DEPT-JUNE'2001 DELINQUENT TAX ATTY FEES
109579-APCA	08/15/01	LISA MONEY	$152 46	$152 46	JP#1-REIMBURSE; 484mi@ 315eA
109580-APCA	08/15/01	LOCK DOC INC.	$17 50	$17 50	J. CTR-LOCK
109581-APCA	08/15/01	LONGVIEW ASPHALT INC	$661 98	$661 98	PCT#4-OIL DIRT/22 44 TON. @ $26 50
109582-APCA	08/15/01	MCDONALD'S LIGHTING SUPPLY	$23 92	$23 92	J CTR-CUST#30011/BULB PROTECTOR
109583-APCA	08/15/01	MERIDIAN AGGREGATES	$394 88	$394 88	PCT#2-CUST#58000623/24 39 TONS
109584-APCA	08/15/01	MICHAEL MARTIN ATTY	$700 00	$350 00 $350 00	D CT-#11878 ROY D MORRIS D CT-CAUSE#12,719 JASON FORT
109585-APCA	08/15/01	MIKE REARDON PLUMBING	$118 60	$118 60	J CTR-PLUMBING MATERIAL; LABOR
109586-APCA	08/15/01	MISTY SMITH	$360 00	$360 00	CO AUD-40HRS CONTRACT LABOR 8/6-10/01
109587-APCA	08/15/01	MUSIC MOUNTAIN WATER CO	$28 50	$28.50	TAX-ACCT#18700100/JULY 31/01 BILLING
109588-APCA	08/15/01	MYRA HARRIS	$13 30	$13 30	TELE COMM-REIMBURSE/CALLS@CONFERENCE TO OFFICE
109589-APCA	08/15/01	NADRA MURPHY	$14 25	$14 25	CO JAIL-REIMBURSE MEALS/TRANSPORTING INMATE
109590-APCA	08/15/01	NICHOLS MACHINERY COMPANY	$1,306 80	$1,306 80	PCT#4-ACCT#09048/TINES
109591-APCA	08/15/01	NORTRAX EQUIPMENT COMPANY SO	$58 51	$58 51	PCT 4-BACKHOE WINDOW
109592-APCA	08/15/01	O'REILLY AUTO PARTS	$36 65	$36 65	CONST#2-MOTOR OIL; TREATMENT; DEXRON III
109593-APCA	08/15/01	OFFICE & GIFTS CENTER	$439 15	$21 75 $20 18 $59.98 $58 27 $50.00 $9 99 $215 58 $3 40	CO EXT-MARKERS; PORTFOLIOS JP#3-STANDS CO EXT-INKJET HP; BLACK CARTRIDGE CO TAX-SUPPLIES D CLK-COPY PAPER EXT-LABELS D JUDGE/SHREDDER AUD-IMATION
109594-APCA	08/15/01	OFFICEMAX CREDIT PLAN	$33.98	$33.98	JP #1-5" BINDERS; MULTI BUSCARDS
109595-APCA	08/15/01	OLYMPIC WASTE - KILGORE	$389 00	$389 00	PCT#1-ACCT#0700094774/JULY 31/01 BILLING
109596-APCA	08/15/01	ORE CITY HOME & AUTO INC	$165 10	$18 90 $20.49 $12 88 $17.63 $14 30	PCT#2-TIRE PLUGS; PINS PCT#2-SPRAYER PCT#2-PLIERS PCT#2-FUEL FILTER; WINDEX PCT#2-PARTS, HOSE; O-RING

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$0.99	PCT#2-KEY
				$41 44	PCT#2-MAILBOX; POST; RAD HOSE
				$21.10	PCT#2-TIRE GAGE; AIR CHUCK, M PLUG
				$2.59	PCT#2-NIPPLE
				$14.78	PCT#2-HOSE; NOZZLE
109597-APCA	08/15/01	OTIS ELEVATOR COMPANY	$420 66	$210 33	TY78748E801 ELEVATOR SERVICE 8/01-31/01
				$210.33	TY78748E601 ELEVATOR SERVICE 6/1-30/01
109598-APCA	08/15/01	PATTERSON PLUMBING	$151 55	$151.55	DA-THOMAS KIRL/HOT CHECK RESTITUTION
109599-APCA	08/15/01	PATTON LAW FIRM	$350 00	$350.00	D.CT-CAUSE#J-15-01 A L B.
109600-APCA	08/15/01	PENWORTHY/MEDIA SOURCE	$140 26	$140 26	CO LIB-BOOKS (9)
109601-APCA	08/15/01	PRITCHETT WATER SUPPLY CORP	$24 79	$24.79	PCT#1-ACCT#1406/SERV-06/20-07/17/01
109602-APCA	08/15/01	PROFESSIONAL FOOD SYSTEMS	$763 34	$763.34	CO JAIL-CUST#17130/ASSORTED FOODS
109603-APCA	08/15/01	PROTELL SYSTEMS INT INC	$430 00	$430.00	JUV.PROB-JULY'01 BILLING
109604-APCA	08/15/01	QUILL CORPORATION	$781 85	$317 00	CO TREAS-HP INKJET CARTRIDGE, STORAGE BOXES, COPY PAPER; STAPLES; BINDER CLIPS, SELF STICK NOTES; SELF STICK NOTES; GREEN BAR (6 CTN)
				$464.85	SUP-ACCT#49034/FOLDERS
109605-APCA	08/15/01	RELIANT ENERGY ARKLA	$871 87	$871.87	J.CTR-#4551008/AUG 8'01
109606-APCA	08/15/01	REX SHAW	$395 26	$395.26	ELECTIONS-REIMBURSE LODGING; MEALS; MILEAGE/ELECTION LAW SCHOOL
109607-APCA	08/15/01	RICK'S TIRE SERVICE	$100 00	$30 00	PCT#1-SERV CALL; PUT ON SPARE
				$35.00	PCT#3-SERV CALL, TIRE MOUNT
				$35 00	PCT#4-SERV. CALL; TIRE MOUNT
109608-APCA	08/15/01	ROBERT D BENNETT	$350 00	$350 00	D CT-#432-01/FRANK POPE VS ANTHONY BETTERTON
109609-APCA	08/15/01	ROBIN RODENBERG	$78.00	$78.00	CO CLK-REIMBURSE MEALS/ELECT LAW SEMINAR
109610-APCA	08/15/01	RONNIE MITCHELL	$2,700.00	$2,700 00	PCT#3-HAULING
109611-APCA	08/15/01	SABINE VALLEY COUNSELING CEN	$400 00	$400.00	JUV.PROB-JULY'01 COUNSELING
109612-APCA	08/15/01	SALEM PRESS INC	$94 76	$94 76	CO LIB-CUST#LTX352/BOOK
109613-APCA	08/15/01	SCOTT-MERRIMAN INC	$386 22	$386.22	JP#2-CUST#UP01/COMMITMENT FORMS; SHIPPING
109614-APCA	08/15/01	SHARON WATER SUPPLY CORP	$23.63	$23 63	PCT#4-ACCT#101133/SERV-06/14-07/15/01
109615-APCA	08/15/01	SHERWIN-WILLIAMS	$119 95	$119 95	J.CTR-ACCT#6659-5202-4/5 BASE PAINT

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
109616-APCA	08/15/01	SOLUTIONS 2000 INC	$185 00	$185 00	SUP-TRAINING/JOHN SPIVEY
109617-APCA	08/15/01	SOUTHWESTERN BELL TELEPHONE	$3 30	$3 30	D CT-#21410622362183/AUG 1'01
109618-APCA	08/15/01	SOUTHWESTERN ELECTRIC POWER	$2,849 01	$9 10	JP#3-#190916015(NEW JP OFFICE)SERV 6/26/01-7/20/01
				$109 25	CO BLDG-#16733/AUGUST 7'01
				$2,500 96	CO CTH-#56747, SERV 7/6/01-8/7/01
				$157 78	CO CTH-#62646989; SERV 7/06/01-8/07/01
				$71 92	JP#3-#1026996/AUG 9'01(OLD OFFICE)
109619-APCA	08/15/01	STANDARD SUPPLY & DIST CO	$188 12	$6 32	CO BLDGS-CUST#241070/FIN COMB
				$145 44	CO BLDGS-CUST#241070/FILTERS
				$36 36	J CTR-24 DISP AIR FILTERS
109620-APCA	08/15/01	STEVEN L. SIMMONS	$2,385 00	$2,385 00	D CT-#12,769/JOHN HIGHTOWER
109621-APCA	08/15/01	SYSCO FOOD SYSTEMS INC.	$3,050 90	$1,437 03	CO JAIL-CUST#288639/ASSORTED FOODS
				$1,677 69	CO JAIL-CUST#288639/ASSORTED FOODS
				$58 57cr	CO JAIL-ACCT#288639/RETURNED FOOD
				$5.25cr	CO JAIL-ACCT#288639/RETURNED FOOD
109622-APCA	08/15/01	T & S TRACTOR INC.	$124 07	$118 68	PCT#4-BLADE SET; BOLTS; WASHERS; NUTS
				$5.39	PCT#4-SEAL ASSEMBLY
109623-APCA	08/15/01	TAC PROPERTY&CASUALTY	$149 00	$149 00	NON DEPT-#2300/ADD'87 FORD DUMP#6866
109624-APCA	08/15/01	TEFTELLER & PELAIA	$875 00	$175.00	CO CT-#24,273/ANGELA YOUNG
				$350 00	D CT-#12,341/BRADNEY MOPSON
				$350 00	D CT-#12,103/JASON EDWARD COULTER
109625-APCA	08/15/01	TELETOUCH CORPORATION	$98 03	$98 03	PCT#3-ACCT#56064198/AUG 01/01 BILLING
109626-APCA	08/15/01	TEXAS DIST.&CO ATTY ASSOC	$450 00	$225 00	D A-ANGELA NORTON/REGISTRATION
				$225 00	D. A-TIM CONE/REGISTRATION
109627-APCA	08/15/01	TEXAS SUPREME COURT JOURNAL	$465 00	$465 00	D. JUDGE-TEXAS SUPREME CT JOURNAL/VOL 45
109628-APCA	08/15/01	THE EARTHGRAINS COMPANY	$285 00	$67.50	CO JAIL-CUST#09008071/BREAD
				$67 50	CO. JAIL-CUST#9008071/BREAD
				$75.00	CO JAIL-CUST#09008071/BREAD
				$75 00	CO JAIL-CUST#09008071/BREAD
109629-APCA	08/15/01	THE GILMER MIRROR	$377 39	$69 00	COMM. CT-TX COMMUNITY DEVELOPMENT AD
				$73.20	SUP-1500 LETTERHEAD PRINTED
				$55 50	COMM CT-PUBLIC NOTICE; TRACTOR PCT#4
				$179 69	CO TREAS-QTRLY. TREASURER REPORT
109630-APCA	08/15/01	THE HOME DEPOT CRC/GECF	$15 88	$15.88	PCT#1-MAIL BOX
109631-APCA	08/15/01	THE INLAND GROUP, LLC	$7,488 00	$7,488 00	PCT#4-RECYCLED ROAD TOPPING/416yards@$18 00

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109632-APCA	08/15/01	TRINITY INDUSTRIES	$2,287.00	$2,287.00	PCT#1-CUST#771220/CULVERTS
109633-APCA	08/15/01	TRUCK PARTS WORLD	$36 88	$36 88	PCT#2-WINDOW KITS
109634-APCA	08/15/01	U S FOODSERVICE-DALLAS	$1,204 79	$602 20	CO JAIL-CUST#420711/ASSORTED FOODS
				$694 29	CO JAIL-CUST#420711/ASSORTED FOODS
				$91.70cr	CO. JAIL-CUST#420711/SHORTED CORNDOGS
109635-APCA	08/15/01	UPSHUR COUNTY	$131.63	$131.63	SUP-REIMBURSE/JUNE'01 ALLTEL LONG DISTANCE CALLS
109636-APCA	08/15/01	UPSHUR COUNTY JUVENILE PROBA	$556 11	$144 00	CCP-LACKO ELECT MONITORING(LESS JULY UA CHRG)
				$412 11	JUV PROB-CARD SERVICE/AUG'01
109637-APCA	08/15/01	UPSHUR-RURAL ELECTRIC COOP	$286 30	$143 25	PCT#1-#31885226/AUG 02/01 BILLING
				$135 33	JP#1-#42999172/AUG 02/01 BILLING
				$7.72	COMPACTOR-#10793251/AUG 03/01 BILLING
109638-APCA	08/15/01	UTHC TYLER PHY	$41 46	$41.46	INDIG-FRED D MOORE/MEDICAL
109639-APCA	08/15/01	VARNADO FEED SERVICE	$6 33	$6.33	PCT#3-HAVOC(3)
109640-APCA	08/15/01	VIKING OFFICE PRODUCTS	$21 38	$21 38	CO S-ACCT#1002712/COPY PAPER
109641-APCA	08/15/01	VISTA BUSINESS MACHINES	$54 51	$54.51	NON DEPT-CASSETTES; SHIPPING(CO CLK)
109642-APCA	08/15/01	W W. GRAINGER INC	$26.32	$178.44	J CTR-LAMP MODULE, BALLAST; LIGHTS
				$4 76	J CTR-LAMP MODULE
				$156 88cr	J. CTR-WRONG SIZE BALLAST
109643-APCA	08/15/01	WAL-MART #146	$324 61	$183 66	DA-JENNIFER WHITE/HOT CHECK RESTITUTION
				$140 95	D A-ROBERT SPENCE/HOT CK RESTITUTION
109644-APCA	08/15/01	WALMART COMMUNITY BRC	$281 16	$281 16	CONST#2-DID/#6032202000946518/JULY 17'01
109645-APCA	08/15/01	WALMART COMMUNITY BRC	$33 01	$33 01	CO. JAIL-#6032202010092626/JULY 23'01
109646-APCA	08/15/01	WALMART COMMUNITY BRC	$406 18	$406 18	PCT#1-#6032202010092592/JULY 23'01
109647-APCA	08/15/01	WALMART COMMUNITY BRC	$443 52	$443 52	PCT#4-#6032202010092584/JULY 23'01
109648-APCA	08/15/01	WAYNE ALLEN	$107 10	$107 10	JUV. PROB-REIMBURSE/340mi@ 315es 7/01
109649-APCA	08/15/01	WELLBORN MECHANICAL SERVICE	$841 00	$372 00	CO CTH-CLEAN COOLING TOWER; CORRECT HIGH HEAD PRESSURE
				$469.00	CO TAX-REPAIR PARTS & LABOR A/C
109650-APCA	08/15/01	WEST GROUP PAYMENT CENTER	$2,981 75	$69.75	LAW LIB-ACCT#858338296/TX CASES 3D V36-37
				$209 50	LAW LIB-ACCT#858338296/USCA-GEN INDEX 9 VOLS & TABLES
				$55 00	LAW. LIB-ACCT#858338296/FED REP 3D V243

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Check #...	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions...
					$111 00	D A-ACCT#858339046/CD ROM-TEX CASES SERV 6/2001 CHG
					$69 00	D A-ACCT#858339046/CD ROM-TX STAT & CODEANNO 6/2001/CHG
					$199 50	LAW LIB-ACCT#858338296/TX JURISPRUDENCE 3D V20&21 W/18-21 IND/TBL PP
					$319 00	LAW LIB-ACCT#858338296/TX DIGEST 2D 3001 PP
					$55 00	LAW LIB-ACCT#858338296/FED REP 3D V244
					$115 00	LAW LIB-ACCT#858338296/TX DIGEST 2D VOLS 1&1A
					$69 75	LAW LIB-ACCT#858338296/TX CASES 3D V38
					$567 00	LAW LIB-ACCT#858338296/TX PRACT VOLS 40-43B 8BKS
					$176 00	LAW LIB-ACCT#858338296/USCA TITLE 28 101-1103 4 BKS RULES OF EVIDENCE
					$176 00	LAW LIB-ACCT#858338296/USCA TITLE 25 1-END 4BKS RULES OF EVIDENCE
					$89 00	LAW LIB-ACCT#858338296/TX VERNON STATS&CODE ANNO NAT RESOURCES VOLS2&3
					$55 00	LAW LIB-ACCT#858338296/FEDERAL REP 3D V245
					$89 00	D JUDGE-ACCT#240543314/TX VERNON STATS & CODE ANNO NATURAL RESOURCES VOLS 2&3
					$89 00	D A-ACCT#417636300/TX VERNON STATS*CODE ANNO NATURAL RES VOLS 2&3
					$468 25	JP#3-ACCT#121913432/BOOKS&PUBLICATIONS
109651-APCA		08/15/01	WEST SIDE FURNITURE	$194 89	$194 89	PCT 4-PARTS FOR CHAIN SAW REPAIR; LABOR
109652-APCA		08/15/01	WILBURN INSURANCE AGENCY INC	$92 50	$92 50	D CLK-POLICY#060113751921/DISTRICT CLERK CO OF UPSHUR BOND
109653-APCA		08/15/01	WORLD MEDIA EXPRESS	$262 06	$262 06	CO LIB-CUST#75644ULJM/BOOKS
109654-APCA		08/15/01	WYONE MANES	$152 46	$152 46	JP#1-REIMBURSE/484mi@ 315ea
109655-APCA		08/15/01	YAZELL CHEVROLET-OLDS INC	$19 82	$12 50	PCT#3-INSPECTION
					$7 32	ABATEMENT-IGNITION KEY, CALL
109656-APCA		08/15/01	YOUNG'S HEATING & AIR	$753 00	$74 00	J CTR-#20 A/C UNIT; BURNT WIRE FIXED
					$679 00	CO MAINT-A/C REPAIR(CO TAX BLDG)
109657-APCA	HC	08/21/01	ANTHONY BETTERTON	$200 00	$200.00	CO 8-"13" INVESTIGATIVE
109658-APCA	HC	08/22/01	FIRST NATIONAL BANK GILMER	$100,000 00	$100,000 00	CD#34369 PURCHASED @ 4 15% TO MATURE ON 11/30/01(100DAYS)
Total for APCA - Accounts Payable Clearing Account				$554,644.00		

Check #....	HC	Date ..	Vendor..	Check Amount	Invoice Amts	Invoice Descriptions
1133-FNB. INS	HC	08/15/01	MANAGED PHARMACY BENEFITS IN	$7,631 93	$7,631 93	GROUP#80096; 7/31/01 PAYMENT REGISTER
1134-FNB INS	HC	08/15/01	UPSHUR COUNTY INSURANCE CLEA	$19,798 40	$19,798 40	8/9/01-UP PAYMENT REGISTER
1135-FNB INS	HC	08/15/01	HEALTHCARE PARTNERS HEALTH P	$66.00	$66 00	SECTION 125 PLAN ADMINISTRATION FEE 8/15/01
1136-FNB INS	HC	08/15/01	FIRST NATIONAL BANK	$50,000.00	$50,000 00	CD#34357 PURCHASED@3 5%(16days) TO MATURE 8/31/01
Total for FNB INS - INSURANCE				$77,496 33		
Grand Total				$632,140 33		

204 records listed.

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

FILED
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 Aug 2001

07/25/01/JP 07/25/01/JP2 08-06-01-CC JUNE-2001

THE SOFTWARE GROUP, INC — Check Register for 08/14/01 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
109388-APCA-VOID	Ms				08/14/2001	$0.00	Voided	JP3
109389-APCA	Mr	JAMES DARRELL WHITFIELD	JAMES DARRELL WHITFIELD	212815	08/14/2001	$10.00		JP3
109390-APCA	Mr	PHILLIP L TAYLOR	PHILLIP L TAYLOR	6107	08/14/2001	$10 00		JP3
109391-APCA	Ms	LAURA ELISE SULLIVAN	LAURA ELISE SULLIVAN	201461	08/14/2001	$10.00		JP3
109392-APCA	Ms	LILLIE COBURN SHERWOOD	LILLIE COBURN SHERWOOD	198665	08/14/2001	$10 00		JP3
109393-APCA	Mr	ERIC EARL CASE	ERIC EARL CASE	170599	08/14/2001	$10 00		JP3
109394-APCA	Ms	JAUNITA JOY PARKER	JAUNITA JOY PARKER	168109	08/14/2001	$10.00		JP3
109395-APCA	Mr	CHARLES NEWTON HAVENS	CHARLES NEWTON HAVENS	190972	08/14/2001	$10 00		JP3
109396-APCA	Mr	WILLARD HAROLD DUFFEY	WILLARD HAROLD DUFFEY	143457	08/14/2001	$10 00		JP3
109397-APCA	Mr	JOEY JEROME BOYKINS	JOEY JEROME BOYKINS	191243	08/14/2001	$10 00		JP3
109398-APCA	Mr	LOEMAN EUGENE MULLENS	LOEMAN EUGENE MULLENS	209751	08/14/2001	$10.00		JP3
109399-APCA	Mr	JAMES A FRANKLIN	JAMES A FRANKLIN	159782	08/14/2001	$10 00		JP3
109400-APCA	Mr	KELVIN LEE VINEYARD	KELVIN LEE VINEYARD	202552	08/14/2001	$10.00		JP2
109401-APCA	Mr	WARDEN LOUIS HARRIST	WARDEN LOUIS HARRIST	206199	08/14/2001	$10.00		JP2
109402-APCA	Mr	JAMES LUTHER SULLIVAN	JAMES LUTHER SULLIVAN	152790	08/14/2001	$10 00		JP2
109403-APCA	Ms	TANGELA HERDENAS OWENS	TANGELA HERDENAS OWENS	172651	08/14/2001	$10 00		JP2
109404-APCA	Mr	JEFF DAVID LINKINHOKER	JEFF DAVID LINKINHOKER	162512	08/14/2001	$10 00		JP2
109405-APCA	Mr	GEORGE MARVIN HENSON	GEORGE MARVIN HENSON	197727	08/14/2001	$10 00		JP2
109406-APCA	Ms	DORIS GODDE	DORIS GODDE	12312	08/14/2001	$10.00		JP2
109407-APCA	Mr	EDWARD DONALD BROWN	EDWARD DONALD BROWN	202651	08/14/2001	$10 00		JP2
109408-APCA	Ms	DEBORAH HODGES JETER	DEBORAH HODGES JETER	206391	08/14/2001	$10 00		JP2
109409-APCA	Ms	PATSY M WILLIAMS	PATSY M WILLIAMS	6971	08/14/2001	$10 00		JP2
109410-APCA	Ms	MATTIE SPEAKS JONES	MATTIE SPEAKS JONES	209933	08/14/2001	$10 00		JP2
109411-APCA	Mr	DARIN LEE SNODGRASS	DARIN LEE SNODGRASS	165655	08/14/2001	$10.00		CC
109412-APCA	Mr	PAUL MORRISON POOL	PAUL MORRISON POOL	209862	08/14/2001	$20 00		CC
109413-APCA	Ms	WANDA JEAN DOUGHTY	WANDA JEAN DOUGHTY	172364	08/14/2001	$10.00		CC

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Check Number. ..	Title	Name.	Check Name	Juror ID	Check Date	Amount...	Ck Status	Court
109414-APCA	Mr	SAM LLOYD PARISH	SAM LLOYD PARISH	197398	08/14/2001	$10.00		CC
109415-APCA	Mr	JORDAN ANDREW GLAZE	JORDAN ANDREW GLAZE	204174	08/14/2001	$20 00		CC
109416-APCA	Ms	VIRGINIA STRAWN	VIRGINIA STRAWN	4556	08/14/2001	$10 00		CC
109417-APCA	Ms	MARY DALE VITTATOE	MARY DALE VITTATOE	190151	08/14/2001	$10.00		CC
109418-APCA	Mr	WILLIAM HAROLD CANNON	WILLIAM HAROLD CANNON	12953	08/14/2001	$20.00		CC
109419-APCA	Ms	THERESA NOELLE YUDICHAK M USE	THERESA NOELLE YUDICHAK MUSE	147641	08/14/2001	$10.00		CC
109420-APCA	Ms	LINDA JONES BINGHAM	LINDA JONES BINGHAM	210476	08/14/2001	$20 00		CC
109421-APCA	Ms	BARBARA DIANE DEEN	BARBARA DIANE DEEN	167975	08/14/2001	$20.00		CC
109422-APCA	Ms	JULIE MCMILLAN RIVERS	JULIE MCMILLAN RIVERS	195507	08/14/2001	$10.00		CC
109423-APCA	Mr	JAMMIE SHANE GRIFFIN	JAMMIE SHANE GRIFFIN	205941	08/14/2001	$10 00		CC
109424-APCA	Ms	JAIME ELAINE CARTER	JAIME ELAINE CARTER	173669	08/14/2001	$10.00		CC
109425-APCA	Mr	GERALD ARTHER BOYUM	GERALD ARTHER BOYUM	208894	08/14/2001	$10 00		CC
109426-APCA	Ms	BEVERLY DAVIS HOLLIS	BEVERLY DAVIS HOLLIS	201099	08/14/2001	$20.00		CC
109427-APCA	Mr.	LEONARD L LANGSTON	LEONARD L LANGSTON	140307	08/14/2001	$20.00		CC
109428-APCA	Ms	BETTY WHITTEN	BETTY WHITTEN	6178	08/14/2001	$10.00		CC
109429-APCA	Mr	CLAY FARRELL ALEXANDER	CLAY FARRELL ALEXANDER	165905	08/14/2001	$10.00		CC
109430-APCA	Ms	SABRINA SUTTON	SABRINA SUTTON	140494	08/14/2001	$10.00		CC
109431-APCA	Ms	PHYLLIS ELAINE HAZELRIGG	PHYLLIS ELAINE HAZELRIGG	150762	08/14/2001	$10.00		CC
109432-APCA	Ms	KAREN WILLIAMSON	KAREN WILLIAMSON	145255	08/14/2001	$10.00		CC
109433-APCA	Ms	JULIE HORTON SPENCER	JULIE HORTON SPENCER	208404	08/14/2001	$10 00		CC
109434-APCA	Mr	KENNETH RAY VAUGHAN	KENNETH RAY VAUGHAN	158092	08/14/2001	$20.00		CC
109435-APCA	Ms	MARCIE LEE FENTON COOPER	MARCIE LEE FENTON COOPER	163461	08/14/2001	$10.00		CC
109436-APCA	Ms	ELLA HAWKINS GRANVILLE	ELLA HAWKINS GRANVILLE	205736	08/14/2001	$10.00		CC
109437-APCA	Ms	ROBERT CHRISTOPHER OVERBY	ROBERT CHRISTOPHER OVERBY	211214	08/14/2001	$10 00		CC
109438-APCA	Ms	PATRICIA ANN DURHAM	PATRICIA ANN DURHAM	154214	08/14/2001	$10.00		CC
109439-APCA	Mr	MICHAEL DWAYNE KIRKSEY	MICHAEL DWAYNE KIRKSEY	212857	08/14/2001	$10.00		CC

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
109440-APCA	Mr	JERRY THURMAN SMITH	JERRY THURMAN SMITH	198238	08/14/2001	$10 00		CC
109441-APCA	Ms	DAPHNE JEAN WILLIAMS	DAPHNE JEAN WILLIAMS	160141	08/14/2001	$10 00		CC
109442-APCA	Ms	JEWELL E GREEN	JEWELL E GREEN	141720	08/14/2001	$10 00		CC
109443-APCA	Ms	HELEN JOHNSON SIMON	HELEN JOHNSON SIMON	173879	08/14/2001	$10 00		CC
109444-APCA	Mr	H GLENN PRATER	H GLENN PRATER	160831	08/14/2001	$10 00		CC
109445-APCA	Mr	JASON HUGH RAYBURN	JASON HUGH RAYBURN	211999	08/14/2001	$10 00		CC
109446-APCA	Mr	PHILIP HARVEY ATTAWAY	PHILIP HARVEY ATTAWAY	145303	08/14/2001	$10 00		CC
109447-APCA	Mr	STEPHEN RAMONE JOHNSON	STEPHEN RAMONE JOHNSON	156370	08/14/2001	$10 00		CC
109448-APCA	Ms	BARBARA ANN JEANE	BARBARA ANN JEANE	193489	08/14/2001	$10.00		CC
109449-APCA	Ms	BERTHA CHANDLER	BERTHA CHANDLER	107	08/14/2001	$20 00		CC
109450-APCA	Ms	MYRTLE SKINNER	MYRTLE SKINNER	1750	08/14/2001	$10 00		CC
109451-APCA	Ms	JOY DIANE TAYLOR	JOY DIANE TAYLOR	213285	08/14/2001	$10.00		CC
109452-APCA	Mr	STEPHEN L MURRAY	STEPHEN L MURRAY	12562	08/14/2001	$10 00		CC
109453-APCA	Ms	SHARON MCCOOL	SHARON MCCOOL	144742	08/14/2001	$10 00		CC
109454-APCA	Ms	MISTY LYNN BEARDEN	MISTY LYNN BEARDEN	208294	08/14/2001	$10 00		CC
109455-APCA	Mr	TERRY SNIDER	TERRY SNIDER	204985	08/14/2001	$20 00		CC
109456-APCA	Ms	SHARON ANN PAYE	SHARON ANN PAYE	147344	08/14/2001	$10 00		CC
109457-APCA	Mr	DONALD WAYNE HARVEY	DONALD WAYNE HARVEY	168064	08/14/2001	$10.00		CC
109458-APCA	Ms	PAULA DODSON LACAZE	PAULA DODSON LACAZE	167454	08/14/2001	$10 00		CC
109459-APCA	Ms	SHERRI NELL WILLIAMS	SHERRI NELL WILLIAMS	159498	08/14/2001	$10.00		CC
109460-APCA	Mr	JARED KEITH HARTY	JARED KEITH HARTY	170650	08/14/2001	$10 00		CC
109461-APCA	Ms	TERRI JEAN BOWEN	TERRI JEAN BOWEN	202872	08/14/2001	$10 00		CC
109462-APCA	Ms	ILENE GROSS	ILENE GROSS	191960	08/14/2001	$10 00		CC
109463-APCA	Ms	BLANCA CARMEN WHITED	BLANCA CARMEN WHITED	195968	08/14/2001	$10.00		CC
109464-APCA	Mr	JOHNNY DALE FENLAW	JOHNNY DALE FENLAW	12852	08/14/2001	$10.00		CC
109465-APCA	Ms	BETTY BALL GRAVES	BETTY BALL GRAVES	209554	08/14/2001	$10 00		CC

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VOL. 50 PG. 846

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
109466-APCA	Mr	JEREMY JOE PENDARVIS	JEREMY JOE PENDARVIS	195294	08/14/2001	$20.00		CC
109467-APCA	Mr	CHARLES A PENROSE	CHARLES A PENROSE	165789	08/14/2001	$20.00		CC
109468-APCA	Mr	CHESTER LEON LOVETT	CHESTER LEON LOVETT	145955	08/14/2001	$10.00		CC
109469-APCA	Ms	LYNDA MARIE HARGROVE	LYNDA MARIE HARGROVE	191815	08/14/2001	$10.00		115
109470-APCA	Mr	RONALD JEROME POOLE	RONALD JEROME POOLE	142974	08/14/2001	$10.00		115
109471-APCA	Mr	ROGER DALE NUNN	ROGER DALE NUNN	201152	08/14/2001	$10.00		115
109472-APCA	Mr	BEN SPENCER MORRIS	BEN SPENCER MORRIS	141012	08/14/2001	$10 00		115
109473-APCA	Mr	TOMMIE LEE AUSTIN	TOMMIE LEE AUSTIN	150629	08/14/2001	$10 00		115
109474-APCA	Mr	J MIKE WALLER	J MIKE WALLER	12786	08/14/2001	$10.00		115
109475-APCA	Ms	PATRICIA KAY DEROUEN	PATRICIA KAY DEROUEN	159508	08/14/2001	$10.00		115
109476-APCA	Mr	JARED WAYNE WEESE	JARED WAYNE WEESE	206869	08/14/2001	$10.00		115
109477-APCA	Mr	ROBERT STRACENER	ROBERT STRACENER	4554	08/14/2001	$10.00		115
109478-APCA	Mr	GREGGORY DEARION	GREGGORY DEARION	7726	08/14/2001	$10.00		115
109479-APCA	Mr	DONALD GENE BETHARD	DONALD GENE BETHARD	12084	08/14/2001	$10.00		115
Check Amounts						$1,030.00		

92 records listed.

FILED
REX A. STAR
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

TO: UPSHUR COUNTY COMMISSIONERS COURT

FROM: UPSHUR COUNTY SCHOOL DISTRICTS

RE: REQUEST FOR ADDITIONAL COUNTY AVAILABLE FUNDS

DATE: AUGUST 31, 2001

The Upshur County School Districts are requesting additional money to be released from the County Available Funds in order to address the following needs for the Community School:

- Pay the salary for a full-time Deputy assigned to the Community School for the 2001-02 school year. The salary has previously been paid through a grant.
- Repair of the leaking metal roof.
- Repair of rotted wood and drywall around the windows in the front of the building.
- Pay for the materials to repair the erosion problem to the drainage ditch located North west of the building before it creates potential foundation concerns for our building.

Projected Costs

• Deputy Salary	$25,000 ($15,000 benefits optional)
• Roof repair	21,000
• Window repair	1,000
• Erosion problem	5,000
	$52,000
Deputy Benefits	15,000
	$67,000

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

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

1.

DESCRIPTION OF LAND LEASED

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

UPSHUR COUNTY SCHOOL LAND:

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

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

AND

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

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

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

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

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

2.

TERM

The term of said lease of the above described premises shall be for a period of _____ _years, beginning on the _____day of _____, _____ , and ending on the _____day of _____, _____. Lessor may consider grants to Lessee an option to extend this lease for a period of _____ Years, and if Lessee chooses to exercise this option, Lessor may increase the rental set out herein in an amount not to exceed twenty (20%) per cent.

3.

PAYMENT OF RENTAL

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

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

4.

LAND IMPROVEMENT PLAN

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

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

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

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

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

5.

IMPROVEMENTS

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

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

6.

RANGE MANAGEMENT

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

RIGHT OF ENTRY AND INSPECTION

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

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

8.

GRAZING, FARMING, AND HUNTING RIGHTS ONLY

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

9.

CONDITION OF PREMISES

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

10.

SUBLEASE OR ASSIGNMENT

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

11.

DEFAULT

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

1. Fails to timely make rental payments in accordance with this lease;

2. Fails to meet any of its other obligations under this lease in accordance with the terms and conditions of this lease;

3. Loses possession of the premises by reason of receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever; or

4. Files for protection under bankruptcy provisions of the law.

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

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

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

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

12.

RIGHTS AND REMEDIES

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

13.

RELATIONSHIP OF PARTIES

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

14.

INDEMNITY

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

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

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

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

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

15.

ASSIGNMENT BY LESSOR

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

16.

NOTICE

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

Lessor:	Lessee:
_____	_____
_____	_____
_____	_____

B. Either the Lessor or the Lessee may change its above designated address by giving notice as provided in this section.

C. Notice sent by registered or certified mail shall be deemed effective three (3) days after deposit at a U.S. Post Office or in a U. S. Mailbox. Written notice hand-delivered, shall be effective immediately.

17.

APPLICABLE LAW

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

18.

VENUE

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

19.

SEVERABILITY

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

20.

VACATING PREMISES AT EXPIRATION

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

21.

BREACH

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

EXECUTED in duplicate originals on this the _____ day of _____, _____.

LESSOR:

Upshur County, Texas

_____
By: CHARLES STILL
County Judge

LESSEE:

_____
BY:

THE STATE OF TEXAS

COUNTY OF UPSHUR

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on the _____day of _____, _____, by Lessor, _____.

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on the _____day of _____, _____. By Lessor _____.

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

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

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

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

VOL 59 PG 882

County, Texas.

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

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

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF UPSHUR

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

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

FILED
REX A SHAW
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY_____ DEPUTY

VOL 59 PG 883

Upshur County Sheriff's Office

485 N. Titus • Gilmer, Texas 75644
903-843-2541 • Toll Free 1-877-381-9558 • Fax 903-843-2368

ANTHONY BETTERTON
Sheriff

Agenda - 8-31-2001

August 20, 2001

1. Consider request from the Sheriff to use SCAAP funds to supplement vehicle budget to purchase vehicle from Dodd Motor Co. Effective 8-31-01

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY _____ DEPUTY

NETCAC

Certificate of Acknowledgment

awarded to

Upshur County Commissioner's Court

as an interagency partner of the

NORTHEAST TEXAS CHILD ADVOCACY CENTER, INC.

Presented this 14th day of August, 2001

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 284

Jerry Edwards, Executive Director

Don Hightower, Board President

VOL 59 PG 885

ORDER _____

IN THE COMMISSIONERS COURT OF
UPSHUR COUNTY, TEXAS

FINDINGS OF FACT REGARDING POLITICAL BOUNDARIES
OF
UPSHUR COUNTY, TEXAS
FOLLOWING PUBLICATION OF 2000 CENSUS DATA
AND
ORDER FOR REDISTRICTING OF POLITICAL BOUNDARIES

On the 16 day of April, 2001, the Commissioners Court of Upshur County met in regular/called session, having posted notice of said hearing in compliance with Chapter 551 of the Texas Government Code.

The Commissioners Court of Upshur County has previously retained the firm of Allison, Bass & Associates, LLP, of Austin, Texas, to conduct an Initial Assessment of existing political boundaries of Upshur County, following the issuance of census data by the United States Census Bureau on March 12, 2001. Attached to this Order, and incorporated herein for all purposes by reference, is a copy of the initial assessment conducted by Allison, Bass & Associates, LLP. This assessment is based upon PL94-171 data, as required by federal law, and is further based upon information provided to Allison, Bass & Associates, LLP by the Texas Legislative Council and by Upshur County, Texas.

Based upon this information, Upshur County has a total maximum deviation of 13.98%. The term total maximum deviation is determined by dividing the total population of Upshur County by four, the number of Commissioners Court precincts to determine an ideal precinct size. The actual population of each precinct is then determined, based upon the official population data contained within the census count, as defined by Public Law 94-171. The actual population of each precinct is compared to the ideal precinct size, and a range of deviation by percentage is determined. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under established federal law.

As a result of this determination, Upshur County has a constitutional duty to redistrict it's political boundaries so as to achieve "One-Person-One-Vote" numerical balance between the four commissioners court precincts, within permissible lawful limitations, and, simultaneously, complying with the Voting Rights Act and applicable state and federal law.

IT IS THEREFORE ORDERED, ADJUDUGED and DECREED that the Commissioners Court of Upshur County, Texas, finding a clear legal duty to exist to redistrict the existing political boundaries of Upshur County in such a manner as to comply with applicable state and federal law, the Commissioners Court hereby enters the following findings of fact and of law:

1. Upshur County has a total maximum deviation, as defined in this order, of 13.98%.
2. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under federal law.
3. As a result, redistricting of existing political boundaries for the four Commissioners Court precincts is legally required.
4. Upshur County, acting by and through it's Commissioners Court, is hereby resolved to immediately undertake such necessary and appropriate action to accomplish redistricting of existing commissioners court precincts, and any incidental modification of either existing, consolidated, or newly created election precincts necessary to accomplish such redistricting.
5. The Commissioners Court shall henceforth convene in open meetings, duly posted in accordance with the Texas Open Meetings Act, to take up and consider one or more alternative plans for the legal redistricting of Upshur County.
6. After due consideration of one or more alternative plans, Upshur County shall adopt a plan deemed to satisfy legal requirements, and which best suits the legitimate governmental needs of Upshur County.

7. Such plan shall, after adoption, be submitted to the United States Department of Justice for review as required by 42 U.S.C. §1973, otherwise known as the Voting Rights Act.

8. Only upon preclearance shall such plan, or a plan subsequently modified to obtain preclearance, be implement for elections in the year 2002 and thereafter, or until a suitable substitute has been lawfully adopted.

Signed this 16 day of April, 2001.

Charles Dillard
County Judge, Upshur County

\\BASS_NT1\NETWORK\NETFILES\Upshur\Redistricting\Order to redistrict.doc

VOL 59 PG 881

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:57
UPSHUR COUNTY, TX.
BY _____ DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
01 JUL 27 AM 11:47
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL. 59 PG 888

Texas Dept of Protective and Regulatory Services

Form 907c
May 2001

Commissioners Court of Upshur County
CONTRACT NUMBER 4980019
AMENDMENT NO. 02-01

AUG 16 2001
JUL - 9 2001

The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and the Commissioners Court of Upshur County, hereinafter referred to as the Contractor, entered into a contract effective June 1, 1998 for the purpose of providing Title IV-E reimbursement for allowable expenses This contract has not been amended. The procurement which resulted in this contract anticipated possible amendments and extensions of the contract, and no additional procurement process is necessary before entering into this amendment. The Department and the Contractor agree to amend the contract as follows:

I.

The term of the contract is amended to: June 1, 2001 through August 31, 2002.

II.

Contractor represents and requests the Department to rely on these representations:

A. No material facts have changed concerning the following instruments which were incorporated into this contract for all purposes, and if any material facts have changed, contractor has attached new documents with the current facts and annotated such in Section III. below.

1. Form 2047, Certification Regarding Federal Lobbying

B. All promises and assurances contained in these documents are hereby renewed and cover the extended period of the contract Upon request by the Department, for whatever reason, Contractor will prepare and execute individual new documents from the forms above stating the current facts as of that time and stating the assurances covering the extended period of the contract

III.

The following replacement documents are attached, as required by PRS or initiated by the contractor and incorporated herein by reference for all purposes:

PRS Required	Contractor Initiated	Not Replaced	Document
X			Form 2046, Certification RE Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contractors
			Form 2047E, Certification Regarding Federal Lobbying
X			Form 4733, Contractor Assurances (with Certification)

FILED
BEX A. SHELLY
COUNTY CLERK
UPSHUR COUNTY, TX.
01 AUG 31 PM 4:56
BY
DEPUTY

IV.

All terms and conditions of the original contract effective June 1, 1998 or in previous amendments not conflict with this amendment, are continued in full force and effect.

This amendment is effective June 1, 2001 through August 31, 2002.

TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

Charles "Chip" Arnold
Regional Director

COMMISSIONERS COURT OF UPSHUR COUNTY

County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

Commissioner, Precinct No 3

Commissioner, Precinct No. 4

VOL 59 PG 890

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

Federal Regulations (45 CFR part 76) require the Texas Department of Protective and Regulatory Services (PRS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible , as defined in 45 CFR §76.105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification

Instructions for Certification

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549 You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9 4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated

   Do you have or do you anticipate having subcontractors under this proposed contract?
   Yes ☑ No

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

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

covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

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

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9 4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

Indicate in the appropriate box which statement applies

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

OR

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

Commissioners Court of Upshur County	17560011870	4980020
Name of Potential Contractor	Vendor ID No or Social Security No	PRS Contract No (if applicable)

Charles F. Still — 7-2-2001 — Judge Charles Still

Signature of Authorized Representative | Date | Printed/Typed Name and Title of Authorized Representative

VOL 59 PG 892

Texas Department
of Human Services

Form 2047
October 1990

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

PREAMBLE

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

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

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

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

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

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

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

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

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

Applicability of Other State and Federal Requirements-Neither the government-wide rule no the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) nders to the Texas State Appropriations Acts which disallow use of state funds for lobbying

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 352, title 31, U.S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (If needed, contact your Texas Department of Human Services procurement officer or contract manager to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly

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

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	DHS Contract No (if applicable)
Commissioner's Court of Upshur County	17560011870000	4980020

Name of Authorized Representative (type or print)	Title	
Charles Still	County Judge	Signature-Authorized Representative 5-28-98 Date

Texas Dept of Protective and Regulatory Services

Form 2047E
October 1990

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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

TERMS OF CERTIFICATION

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

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

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

VOL 59 PG 894

Texas Dept of Protective and Regulatory Services

Form 2047E
October 1990

CERTIFICATION REGARDING FEDERAL LOBBYING

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

2. **If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (If needed, contact your Texas Dept of Protective and Regulatory Services procurement officer or contract manager to obtain a copy of Standard Form-LLL)**

3. **The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly**

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

Commissioners Court of Upshur County	17560011870	49800020
Name of Contractor/Potential Contractor	Vendor ID No or Social Security No	PRS Contract No

Name of Authorized Representative	Title	Signature- Authorized Representative	Date

Texas Dept of Protective and Regulatory Services

Contractor Assurances (with Certification)

Form 4733
June 1999

Failure to respond "yes" to all applicable assurances could result in no award or the nonrenewal of your contract with the Department.

1. Contractor has no unresolved audit exception(s) with the Department. An unresolved audit exception is an exception for which the Contractor has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.	XX YES	NO
2. The amounts listed below are the only amounts that the Contractor owes to the Department for audits or recoupment: (If none, mark "yes" and indicate "0" or "none" in the space below) _____ _____	XXX YES	NO
3. Contractor has not sold or transferred ownership of any Department payments due to Contractor to any third party which would result in such payments being made to the third party	XXX YES	NO
4. Contractor agrees to accept training, technical assistance and monitoring from the Department and/or its authorized representatives	XXX YES	NO
5. Contractor certifies that the Contractor's staff or governing authority has not participated in the development of specific criteria for award/renewal of this contract, and will not participate in the selection of applicants awarded contracts	XXX YES	NO
6. Contractor has not retained or promised to retain an agent or utilized or promised to utilize a consultant who has participated in the development of specific criteria for the award/renewal of this contract, nor will participate in the selection of successful applicants awarded this contract.	XXX YES	NO
7. Contractor agrees to provide the Department with information necessary to validate any statements made in this contracting/renewal process if requested by the Department This may include, but is not limited to, allowing access for onsite observation, granting permission for the Department to verify information with third parties, allowing inspection of Contractor records, and allowing inspection of plans for compliance	XXX YES	NO
8. Contractor understands that failure to substantiate any statements made in the contracting/renewal process, when substantiation is requested by the Department, could cause the Contractor to fail to receive a contract or to fail to have its contract renewed.	XXX YES	NO
9. Contractor agrees to comply with regulations, policies and procedures as specified by the Department as they relate to particular programs or services under this contract	XXX YES	NO
10 Contractor will submit any bills required on a calendar-month basis.	XXX YES	NO
11. Contractor has written, or will have written by the effective date of this contract, or its renewal, Personnel Policies that comply with federal and state regulations and policies.	XXX YES	NO

Texas Dept of Protective and Regulatory Services

Contractor Assurances (with Certification)

Form 4733 June 1999

12. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), and all its amendments to each, and all requirements imposed by the regulations issued pursuant to these acts In addition, the Contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. Contractor further agrees to comply with Health and Safety Code Section 85 113 relating to workplace and confidentiality guidelines regarding AIDS and HIV	XXX YES	___ NO
13. Contractor uses generally accepted accounting procedures for fiscal management	XXX YES	___ NO
14. Contractor certifies that the Contractor's organization has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally-funded program within the past 24 months	XXX YES	___ NO
15. Contractor will make available, at reasonable times and for reasonable periods, client records, books and supporting documents pertaining to services provided for inspecting, monitoring, auditing, or evaluating by Department personnel or their representatives	XXX YES	___ NO
16 Contractor certifies that funds requested in this contracting/renewal process will not be used to replace federal, state or local funding.	XXX YES	___ NO
17. Contractor will maintain case records and statistical information as required by the department.	XXX YES	___ NO
18 If Contractor plans to utilize a subcontractor, the written subcontract will comply with this contract and other relevant Department policies/procedures and will be approved by the Department in accordance with the Department's subcontract approval procedures for residential child care contracts	XXX YES	___ NO
19. Contractor has written, or will have written by the effective date of this contract/renewal, plans for the handling of client complaints and grievances.	XXX YES	___ NO
20 Contractor will establish a method to ensure confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations This provision does not limit the Department's right to access records under this contract	XXX YES	___ NO
21. Contractor will comply with all requests of the Department to meet federal regulations and with all terms of the contract	XXX YES	___ NO

Texas Dept of Protective and Regulatory Services

Contractor Assurances (with Certification)

Form 4733
June 1999

CERTIFICATION: I certify that the information reported in this contract/renewal is, to the best of my knowledge, complete and accurate; that the named entity has authorized me, as its representative, to submit this contract/renewal; and that the entity will comply with all terms of the contract/renewal, including meeting all screening criteria.

Charles L. Still
Signature of Authorized Representative

7-2-2001
Date

Charles L. Still
Name of Authorized Representative (Typed)

Upshur County Judge
Title of Authorized Representative (Typed)

VOL 59 PG 898

ATTACHMENT A

COUNTY APPLICATION AND INFORMATION FORM
CONTRACTS FOR REIMBURSING LEGAL COSTS

Please type information

1. Name of County UPSHUR

2. Federal Employer's I.D. # _____ or Texas Vendor I.D. # 17560011870000

3. Address of Contract Person

Angela Norton	Asst. District Atty.	903/843-5513
Name	Title	Phone

405 N. Titus	Gilmer	TX	75644
Street Address	City	State	Zip

4. County Judge

Charles Still	County Judge	903/843-4003
Name	Title	Phone

5. County Auditor

Ben Shepherd	County Auditor	903/843-4000
Name	Title	Phone

INSTRUCTIONS:

PLEASE COMPLETE THIS INFORMATION PAGE ALONG WITH THE ATTACHED COST ALLOCATION PLAN AND BUDGET. CALL JUDY KUNA, CONTRACT MANAGER AT 903/533-4152, IF THERE ARE ANY QUESTIONS.

COST ALLOCATION PLAN AND BUDGET FOR UPSHUR COUNTY

SALARIES: Please complete the following for all county employees who will directly perform work in relation to this program. (Use additional sheets if necessary.)

A. NME OF EMPLOYEE	B. POSITION	C. AVERAGE FULL TIME MONTHLY SALARY	D % OF TIME ON PROGRAM	E. SALARY TO BE CLAIMED (C x D)
Angela Norton	Asst. District Atty.	$3,085		Actual
Barbara Moore	Secretary	$1,677		Actual
Richard Lingle	Investigator	$2,304		Actual

* IF THE PERCENT OF TIME IS LESS THAN 100%, PLEASE DESCRIBE BELOW HOW YOU WILL VALIDATE THE TIME SPENT BY STAFF WORKING IN THIS PROGRAM (e.g. MONTHLY TIME STUDY):

VOL 59 PG 900

UPSHUR COUNTY

FRINGE BENEFITS:

A. TYPE OF BENEFIT	B. RATES	C. COVERED SALARIES (FROM SALARY COLUMN "E")	D. RATES X COVERED SALARIES
FICA	7.65		Actual
TUCA	.0048		Actual
WORKERS COMPENSATION (PER $1,000)	0.67		Actual
RETIREMENT	8.65		Actual
OTHER (PROVIDE BREAKDOWN ON SEPARATE PAGE IF NEEDED)	Health - 278.26 Life - .61/1000 per month		Actual
TOTAL			

UPSHUR COUNTY

Consumable supplies (life expectency less than one year):
Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart O.

A. Description and Basis for Cost	B. Total
Copies - $.10 per copy	Actual
Film, video tapes, film development	Actual
Total	

Equipment and Supplies (life expectency more than one year):
Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart O.

A. Description and Basis for Cost	B. Method Used (Lease, Rent, Purchase, etc.)	C. Total
Total		

UPSHUR COUNTY

OTHER

The following direct costs will be billed at the actual rate.

Copying of video tapes
Transcription fees for depositions, hearings, etc.
Stenographer fees for depositions
Expert witness fees
Citation by publication
Subpeona service outside the county
Family Law Section dues
Any other costs necessary to perform legal work for CPS cases

TRAINING

Conference and/or materials fees for one attorney to be reimbursed at actual cost.

Possible conferences through 5/31/2001

Investigation and Prosecution of Child Abuse
American Prosecutors Research Institute's National Center
for Prosecution of Child Abuse
Salt Lake City, Utah

Crimes Against Children Conference
Dallas Advocacy Center
Dallas, Texas

Any other conferences that are not known at this time.

TRAVEL

? Local mileage at $. 28 per mile

? Mileage to conferences at $. 28 per mile

Plane fare to conferences at actual rate

Per diem expenses at conferences.

In-state: Maximum of $70/day hotel
Maximum of $25/day meals

Out-of-state: Maximum of $xx/day hotel (Contact Contract Manager for specific rates per state)
Maximum of $xx/day meals

VOL 59 PG 903

TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

Other: Please describe any other direct costs for this program on an attached sheet of paper.

Indirect costs: Please describe the basis for any indirect costs below.

Average percentage of Title IV-E related foster children: _____

Name of person preparing this plan: Dona Flippo

Telephone number: 903-843-4000

PLAN APPROVED BY: Elizabeth B Aitkens Division Administrator
(PRS REPRESENTATIVE)

DATE: 10/7/95

Approved Cost Allocation Formula:

1. Total direct charges (Salary and hourly rates times number of hours worked plus allocated fringe plus travel cost plus other plus general training plus consumables) times county IV-E caseload % times .50 (Fed Participation).

2. For IV-E related training:

   Total training and conference fees times county IV-E caseload times .75 (Fed Participation for Training).

PO

VOL 59 PG 904

ATTACHMENT A

COUNTY APPLICATION AND INFORMATION FORM
CONTRACTS FOR REIMBURSING LEGAL COSTS

1. **Name of County** Commissioners Court of Upshur County

2. **Federal Employer's I.D. #** _____ **or Texas Vendor I.D. # 17560011870**

3. **Address of Contract Person**

Name	Title	Phone

Street Address	City	State	Zip

4. **County Judge**

Name	Title	Phone

5. **County Auditor**

Name	Title	Phone

INSTRUCTIONS:

PLEASE COMPLETE THIS INFORMATION PAGE ALONG WITH THE ATTACHED COST ALLOCATION PLAN AND BUDGET. CALL SHARON STEWART, CONTRACT MANAGER AT (903) 533-4175, IF THERE ARE ANY QUESTIONS.

COST ALLOCATION PLAN AND BUDGET FOR UPSHUR COUNTY

SALARIES: **Please complete the following for all county employees who will directly perform work in relation to this program. (Use additional sheets if necessary.)**

A. NME OF EMPLOYEE	B. POSITION	C. AVERAGE FULL TIME MONTHLY SALARY	D % OF TIME ON PROGRAM	E. SALARY TO BE CLAIMED (C x D)

*** IF THE PERCENT OF TIME IS LESS THAN 100%, PLEASE DESCRIBE BELOW HOW YOU WILL VALIDATE THE TIME SPENT BY STAFF WORKING IN THIS PROGRAM (e.g. MONTHLY TIME STUDY):**

VOL 59 PG 906

UPSHUR COUNTY

FRINGE BENEFITS:

A. TYPE OF BENEFIT	B. RATES	C. COVERED SALARIES (FROM SALARY COLUMN "E")	D. RATES X COVERED SALARIES
FICA			
TUCA			
WORKERS COMPENSATION (PER $1,000)			
RETIREMENT			
OTHER (PROVIDE BREAKDOWN ON SEPARATE PAGE IF NEEDED)			
TOTAL			

UPSHUR COUNTY

Consumable supplies (life expectancy less than one year):
Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart O.

A. Description and Basis for Cost	B. Total
Total	

Equipment and Supplies (life expectancy more than one year):
Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart O.

A. Description and Basis for Cost	B. Method Used (Lease, Rent, Purchase, etc.)	C. Total
Total		

UPSHUR COUNTY

OTHER

The following direct costs will be billed at the actual rate.

Copying of video tapes
Transcription fees for depositions, hearings, etc
Stenographer fees for depositions
Expert witness fees
Citation by publication
Subpoena service outside the county
Family Law Section dues

TRAINING

Conference and/or materials fees for one attorney to be reimbursed at actual cost.

Any other conferences that are not known at this time.

TRAVEL

Local mileage at $. 28 per mile

Mileage to conferences at $. 28 per mile

Plane fare to conferences at actual coach rate

Per diem expenses at conferences

In-state. Maximum of $70/day hotel
Maximum of $25/day meals

Out-of-state· Maximum of $xx/day hotel (Contact Contract Manager for specific rates per state)
Maximum of $xx/day meals

UPSHUR COUNTY

Other: Please describe any other direct costs for this program on an attached sheet of paper.

Indirect costs: Please describe the basis for any indirect costs below.

Average percentage of Title IV-E related foster children: _____

Name of person preparing this plan: _____

Telephone number _____

PLAN APPROVED BY: _____
(PRS REPRESENTATIVE)

DATE: _____

Approved Cost Allocation Formula:

1. **Total direct charges (salary {actual} + fringe + travel + other + general training x IV-E county caseload percentage x .50.**

2. **For IV-E related training:**

   Training or conference fee x IV-E county caseload percentage x .75.

VOL 59 PG 910

COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS
AUSTIN, 78774

August 9, 2001

The Honorable Charles L. Still
Upshur County Commissioner's Court
P.O Box 790
Gilmer, Texas 75644

Dear Judge Still:

Enclosed is a warrant in the amount of $20,583.56, representing 70% of the capital credits designated for Upshur County, that were reported to the State Comptroller in 2000 as unclaimed property. These funds do not include property that has been claimed or property with a state of last known address other than Texas.

If you have any questions, please contact the Holder Reporting Information Section at 1-800-321-2274 ext 44032

Sincerely,

Alice Sanchez

Alice Sanchez
Unclaimed Property Holder Information Section

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 944

	UP HOLDER REIMBURSEMENT	9DA00473	$20,583.56

FOR ADDITIONAL INFORMATION ON NON-CONFIDENTIAL PAYMENTS
VISIT: WWW.WINDOW.STATE.TX US/COMPTROL/SAN/PAYMENT/PAYTOC.HTML
OR CALL THE COMPTROLLER'S AUTOMATED PAYMENT INQUIRY SYSTEM
TOLL FREE 1-877-309-3775 OR IN AUSTIN, TX 1-512-475-4869
IDENTIFICATION NO: 16907400192 MAIL CODE: 003
PAYEE NAME: UPSHUR COUNTY

PAYING AGENCY: COMPTROLLER - FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
WARRANT NO: 165019006 ISSUE DATE: 08/09/2001 WARRANT TOTAL: $20,583.56

No. 165019006 — NOT NEGOTIABLE — Detach here before depositing →

VOL 59 PG 912

State Comptroller of Public Accounts

165019006 AUGUST 10, 2001

TREASURY WARRANT NO
165019006

080901 0001 902 9DA00473 16907400192 003

PAY THENTY THOUSAND FIVE HUNDRED EIGHTY THREE DOLLARS AND 56/100 $20,583.56

TO THE ORDER OF

UPSHUR COUNTY
P O BOX 790
GILMER, TX 75644-0790

VOID AFTER
08/31/2003

Carole Keeton Rylander

:114900164: "165019006"

INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF UPSHUR

Whereas, the County of Upshur, Texas, hereinafter called "County" and the City of Ore City, Texas, hereinafter called "City", desire to enter into an agreement concerning road work inside of city limits: and

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

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

WITNESSETH:

I.

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

II.

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

III.

For the purposes and consideration stated and contemplated, the City does propose to contract with Upshur County Precinct # 2 to exchange labor, material and equipment use to mutually benefit both parties in the improvement of city streets and adjacent county roads. The City agrees to furnish to the County refinery grade asphalt base road oil and sand material for the oil sand mix in an amount sufficient to cover several city streets and the adjacent county roads. To supplement county equipment and labor the city will make available the street maintenance equipment and labor controlled by the City to complete these projects. The City agrees to furnish a like amount of equipment hours and labor on adjacent county roads as the Upshur County Precinct # 2 expends on any city streets. It is understood by both parties that the City of Ore City and Upshur County will pay for these services with funds currently available to each party.

IV.

The objective of this agreement is for the County and City with road maintenance to the mutual benefit of both parties..

V.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

EXECUTED in duplicate originals by the County of Upshur on the 31st day of August, 2001.

COUNTY OF UPSHUR

County Judge, Charles Still

Commissioner Pct # 1, Joe Orms

Commissioner Pct # 2, Tommy Stanley

Commissioner Pct # 3, Rick Jackson

Commissioner Pct # 4, Russell Green, Jr.

CITY OF ORE CITY

Mayor, Glenn Breazeale

Councilman, Richard Freedman

Councilman, Carl Sartain

Councilman, Keith Burks

Councilman, Charles Case

Councilwoman, Jeannette Orms

APPROVED by the Ore City Council on the 6th day of August, 2001.

ATTEST:

Gail Weir, City Secretary

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 59 PG 916

OFFICERS:
President
...A LEWIS
Judge, McLennan County
P O Box 1728
Waco Texas 76703-1728
(254) 757 5049
(254) 757-5196 - Fax

First Vice President
SKIPPER WHEELESS
Commissioner Runnels County
P O Box 134
Ballinger Texas 76821
(915) 365 5204
(915) 365 3408 Fax

Second Vice President
JAMES E SAGEBIEL
Judge Guadalupe County
307 W Court
Seguin Texas 78155
(830) 303-4188
(830) 303-4064 - Fax

Immediate Past President
RANDY SIMS
Commissioner Brazos County
300 E. 26th Street Ste 116
Bryan, Texas 77803
(979) 361-4105
(979) 823-6993 Fax

EXECUTIVE BOARD:
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IVAN JOHNSON
Commissioner Kaufman County

South Texas
H A "BUSTER" BALDWIN
Commissioner Kerr County

West Texas
SKIPPER WHEELESS
Commissioner Runnels County

GENERAL COUNSEL:
JAMES P ALLISON
Allison, Bass & Associates, L.L.P
208 W 14th Street
Austin, Texas 78701
1-800-733-0699
(512) 482-0701
(512) 480-0902 Fax

EDUCATION COMMITTEE:
Chairman
Richard Cortese
Commissioner Bell County
P O Box 768
Belton, Texas 76513
(254) 933 5101
(254) 933 5179 - Fax

Committee Members
Freddie Gardner
Commissioner Ector County
Danny Craig
Commissioner Gregg County
Gordon Porter
Commissioner San Patricio County
Cristina Zamora
Commissioner Comal County
David Lee
Commissioner Polo Pinto County
Chuck Statler
Commissioner Taylor County

LEGISLATIVE COMMITTEE:
Chairman
John Thompson
Judge Polk County
Courthouse
Livingston Texas 77351
(936) 327-6813
(936) 327-6891 - Fax

Co-Chairman
Mercurio Martinez
Judge, Webb County
P O Box 29
Laredo, Texas 78042
(956) 721 2500
(956) 728-6906 - Fax

Agenda - 8-30-2001

To: Commissioners Court Members
From: Jim Allison
RE: H.B. 177 Justice Court Technology Fund
Date: August 23, 2001

H.B. 177 authorizes the commissioners court to create a justice court technology fund and to require additional court costs for offenses committed after September 1, 2001. The funds must be used to purchase technological enhancements for the justice courts. The fee will expire on September 1, 2005. Attached is a model order to implement this program. Upon adoption of the order, the caption of the order should be published once in a newspaper of general circulation in the county.

FILED
REX A. [illegible]
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF Upshur §

Order Creating a Justice Court
Technology Fund and Establishing the
Technology Fee, Pursuant to Article 102.0173,
Code of Criminal Procedure

The Commissioners Court of Upshur County hereby adopts the following order, pursuant to Article 102.0173, Code of Criminal Procedure:

1. A justice court technology fund is created to finance the purchase of technological enhancements of the justice court. All court costs collected under this order shall be maintained in the justice court technology fund in the county treasury, subject to expenditure by the commissioners court as permitted by law.

2. Upon conviction or deferred disposition of an offense committed on or after September 1, 2001, the justice court shall collect a technology fee of $4.00 for deposit in the justice court technology fund.

Read and adopted by a vote of 4 ayes and 0 nays this 31st day of August, 2001.

County Judge

County Clerk

VOL 59 PG 918

ALLISON, BASS & ASSOCIATES, L.L.P.
Attorneys at Law

JAMES P. ALLISON
J.Allison@Allison-Bass.com

ROBERT T. BASS
R.Bass@Allison-Bass.com

WAHRENBERGER HOUSE
208 WEST 14TH STREET
AUSTIN, TEXAS 78701
Allison.Bass@Allison-Bass.com
(512) 482-0701
FAX (512) 480-0902

PAUL D. PALMER
P.Palmer@Allison-Bass.com

VANESSA A. GONZALEZ
V.Gonzalez@Allison-Bass.com

PORTIA F. BOSSE
P.Bosse@Allison-Bass.com

August 6, 2001

VIA REGULAR MAIL

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

RE: Adopted Plan for Redistricting

Dear Judge Still:

Enclosed please find six sets of maps of the revised election precincts. One set is for your review. Please give one set to each commissioner, and one set to the county clerk or elections administrator.

Please review the maps and contact us to discuss regarding the following issues:

1. Any consolidations or creation of new election precincts.

2. Location of any and all polling places. Each election precinct should have a polling place located within it. In most cases, a yellow diamond will locate the polling place. If your maps do not have yellow diamonds for polling places, please mark the location of each polling place and return the map to us as soon as possible. On a separate paper, please provide a list of all polling places, including the name of the polling place and the correct address.

3. After our discussion by phone regarding these changes, we would ask that you mark directly on one copy of the map any requested change, consolidation or creation of new districts and return the map to us as soon as possible. The use of maps is much easier than attempting to describe the desire changes verbally and it makes sure we accomplish the requested change accurately and quickly.

Time is of the essence. Please return the map with any changes within twenty-four hours if possible.

FILED
REX A. SHAW
COUNTY CLERK
2001 AUG 31 PM 4:56
UPSHUR CO. TX.
BY
DEPUTY

N:\NETFILES\Upshur\Redistricting\Still 007.doc

If you have any questions or comments, please feel free to contact us. Thank you for your cooperation in this matter.

Sincerely,

Robert T. "Bob" Bass

RTB/afb
Enclosure: Maps

cc w/out enclosure:

Comm. Joe Orms
Upshur County Commissioner # 1

Comm. Tommy Stanley
Upshur County Commissioner # 2

Comm. Rick Jackson
Upshur County Commissioner # 3

Comm. Russell Green
Upshur County Commissioner # 4

N \NETFILES\Upshur\Redistricting\Still 007.doc

Plan1	Count	Fill	Sum(TotalPop)	Pct(TotalPop)	Sum(Anglo)	Pct(Anglo)	Sum(Hispanic)	Pct(Hispanic)	Sum(Black)	Pct(Black)	Sum(Asian)	Pct(Asian)
*****	0		0	0	0	0	0	0	0	0	0	0
0001	91		1,973	5 59066	1,487	5 00202	65	4 66284	396	11 133	1	1 53846
0002	75		1,624	4 60174	1,522	5 11975	36	2 5825	47	1 32134	1	1 53846
0003	18		883	2 50205	819	2 75498	27	1 93687	11	0 309249	0	0
0004	89		1,206	3 4173	1,150	3 86841	32	2 29555	13	0 365477	1	1 53846
0005	59		1,897	5 37531	1,700	5 71851	83	5 95409	92	2 58645	1	1 53846
0006	45		1,414	4 00669	1,073	3 60939	55	3 94548	271	7 61878	0	0
0007	123		2,317	6 56541	1,748	5 87998	112	8 03443	422	11 8639	2	3 07692
0008	40		1,432	4 05769	1,337	4 49744	33	2,36729	39	1 09643	3	4 61538
0009	210		3,613	10 2377	2,988	10 0511	213	15 2798	330	9 27748	10	15 3846
0010	53		682	1 9325	585	1 96784	29	2 08034	53	1 49002	0	0
0011	28		690	1 95517	518	1 74247	15	1 07604	149	4 18892	0	0
0012	223		2,838	8 04171	2,319	7 80073	104	7 46055	345	9 69918	17	26 1538
0013	144		2,704	7 66201	2,497	8 39949	94	6 74319	68	1 91172	5	7 69231
0014	160		3,289	9 31966	2,750	9 25054	123	8 82353	350	9 83975	15	23 0769
0015	251		4,505	12 7653	3,590	12 0762	214	15 3515	616	17 318	5	7 69231
0016	88		1,131	3 20478	834	2 80544	14	1 0043	271	7 61878	0	0
0017	91		643	1 82199	526	1 76938	31	2 22382	76	2 13663	1	1 53846
0018	22		320	0 906747	312	1 04952	0	0	1	0 0281136	0	0
0019	65		1,407	3 98685	1,285	4 32252	95	6 81492	4	0 112454	1	1 53846
0020	40		723	2 04868	688	2 31432	19	1 36298	3	0 0843407	2	3 07692

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Upshur

Sum(Other)	Pct(Other)	Sum(VATotalPop)	Pct(VATotalPop)	Sum(VAAnglo)	Pct(VAAnglo)	Sum(VAHispanic)	Pct(VAHispanic)	Sum(VABlack)	Pct(VABlack)	Sum(VAAsian)
0	0	0	0	0	0	0	0	0	0	0
24	4 38757	1,498	5 81274	1,151	5 2085	32	4 1721	295	11 8094	1
18	3 29068	1,156	4 48566	1,090	4 93056	21	2 73794	33	1 32108	1
26	4 7532	624	2 42133	585	2 64622	14	1 82529	10	0 40032	0
10	1 82815	908	3 52334	874	3 9535	16	2 08605	10	0 40032	1
21	3 83912	1,347	5 22681	1,224	5 53671	43	5 60626	68	2 72218	1
15	2 74223	1,045	4 05495	805	3 64138	34	4 43286	198	7 92634	0
33	6 03291	1,793	6 95743	1,378	6 23332	67	8 73533	325	13 0104	2
20	3 65831	1,002	3 88809	942	4 26109	16	2 08605	25	1 0008	3
72	13 1627	2,574	9 98797	2,178	9 85208	111	14 472	231	9 2474	9
15	2 74223	499	1 93628	431	1 94961	18	2 34681	35	1 40112	0
8	1 46252	524	2 03329	403	1 82295	12	1 56454	103	4 1233	0
53	9 68921	2,060	7 99348	1,719	7 77582	68	8 86571	223	8 92714	12
40	7 31261	1,965	7 62485	1,836	8 30506	51	6 64928	47	1 88151	3
51	9 32358	2,408	9 34384	2,055	9 2957	70	9 12647	237	9 48759	8
80	14 6252	3,271	12 6926	2,721	12 3083	103	13 4289	402	16 0929	4
12	2 19378	844	3 275	636	2 87692	12	1 56454	188	7 52602	0
9	1 64534	503	1 95181	421	1 90437	14	1 82529	64	2 56205	1
7	1 27971	231	0 896356	226	1 0223	0	0	1	0 040032	0
22	4 02194	996	3 86481	933	4 22038	49	6 38853	2	0 0800641	1
11	2 01097	523	2 02941	499	2 2572	16	2 08605	1	0 040032	1

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Pct(VAAsian)	Sum(VAOther)	Pct(VAOther)
0	0	0
2.08333	19	5.41311
2.08333	11	3.1339
0	15	4.2735
2.08333	7	1.9943
2.08333	11	3.1339
0	8	2.2792
4.16667	21	5.98291
6.25	16	4.5584
18.75	45	12.8205
0	15	4.2735
0	6	1.7094
25	38	10.8262
6.25	28	7.97721
16.6667	38	10.8262
8.33333	41	11.6809
0	8	2.2792
2.08333	3	0.854701
0	4	1.1396
2.08333	11	3.1339
2.08333	6	1.7094

VOL 59 PG 122

VOL 59 PG 922

Texas Department of Transportation

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

August 20, 2001

FM 1649: At Gum Creek
Upshur County
8019-2-001
ROW CSJ 1382-03-010

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

Dear Judge Still.

Attached is the executed contractual agreement on the above project for your records. This office is in the process of making offers to the property owners.

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

Sincerely,

Dan C. Weathersby

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

Attachments

FILED
REX [illegible]
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 924

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

THE STATE OF TEXAS § County: Upshur
§ Federal Project No.: N/A
COUNTY OF TRAVIS § ROW CSJ No.: 1382-04-010
ROW Account No: 8019-02-001
Highway: FM 1649

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Upshur County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 29TH day of JUNE, 2001, hereinafter called the **County**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** and the **County** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. FM 1649 with the following project limits: replace bridge at Gum Creek; and

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

WHEREAS, the **County** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15.55 for the cost of the said right of way for the proper development and construction of the State Highway System; and

WHEREAS, the **County** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission on May 31, 2001 by virtue of Minute Order No. 108524 hereto attached and incorporated into this agreement, approving a fifty two percent (52%) adjustment to the required ten percent (10%) local participation for this project, thereby resulting in a **County** net contribution amount of four and eight tenths percent (4 8%) participation;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **County** shall contribute to the **State** an amount equal to four and eight tenths percent (4.8%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **County**, a warrant or check payable to the Texas Department of Transportation in the amount of Two Thousand Six Hundred Two Dollars ($2602.00), which represents four and eight tenths percent (4.8%) of Fifty Four Thousand Two Hundred Dollars ($54,200 00), the estimated total cost of the right of way; however, if it is found that this amount is insufficient to pay the **County's** obligation, then the **County**, upon request of the **State**, will forthwith supplement this amount in such amount as is requested by the **State**. Upon completion of the highway project and in the event the total amount as paid by the **County** is more than four and eight tenths percent (4.8%) of the actual cost of the right of way, any excess amount will be returned to the **County** by the **State**. In the event any existing, future, or proposed **County** court order, rule, policy, or other

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

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

BY: _____
County Judge

BY: _____
Commissioner, Precinct Number 1

BY: _____
Commissioner, Precinct Number 2

BY: _____
Commissioner, Precinct Number 3

BY: _____
Commissioner, Precinct Number 4

BY: _____
Commissioner, Precinct Number 5

EXECUTION RECOMMENDED:

_____
for District Engineer, Atlanta District

THE STATE OF TEXAS

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

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

Date: 8/09/01

VOL 59 PG 926

RESOLUTION NO. _____

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

WHEREAS, the Texas Department of Transportation has approved a project for FM 1649 at Gum Creek.

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

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

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 4.8% of the cost of the right of way for the proper development and construction of the State Highway System,

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

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

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

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

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

MOTION made by Commissioner RUSSELL GREEN and SECONDED by Commissioner JOE "JOEY" ORMS, 2001.

PASSED AND APPROVED this 29TH day of JUNE, 2001.

UPSHUR COUNTY COMMISSIONERS' COURT:

COUNTY JUDGE

COMMISSIONER - PRECINCT NO. 1

COMMISSIONER - PRECINCT NO. 2

COMMISSIONER - PRECINCT NO. 3

COMMISSIONER - PRECINCT NO. 4

ATTEST:

COUNTY CLERK, UPSHUR COUNTY

CTI INMATE PHONE AND SERVICE AGREEMENT

This agreement is entered into this 13 day of August, 2001, by and between Conversant Technologies, Inc. ("CTI"), a Texas corporation, with its principal office located at 2809 Regal Road, Suite 208, Plano, Texas 75075, and Upshur County Texas, with its principal office located at 405 North Titus Street, Gilmer, Texas 75644.

TERMS AND CONDITIONS

Term
The term of the agreement between Upshur County and CTI shall be for three (3) years from the date that Upshur County signs this agreement. Upshur County may at its option renew the agreement for one (1) two (2) year renewal period. In the event CTI is not notified ninety days prior to the expiration of the original term of the County's intent to seek other proposals, the renewal option will take effect.

Representations of Customer
Upshur County, by signing this agreement, represents to CTI that Upshur County has the right to enter into this agreement with CTI.

CTI Obligations
CTI will, at no cost to Upshur County, install inmate phones, any wiring or conduit that is required, state-of-the-art call processing equipment, a printer for Jail staff to review all calls, and a monitor. CTI shall arrange for the rental of local phone lines to complete calls from inmates at the County Jail. CTI shall arrange for training on the monitor for selected Jail staff. CTI shall also install a Personal Identification Number ("PIN") system to identify inmate calls to a specific inmate. This enables the Sheriffs' Department to investigate fraud, threats, and other crimes by inmates.

In addition, CTI shall install monitoring and recording equipment at the request of the Sheriff. This also enables the Sheriffs' Department to document inmates trying to use the phones for criminal activities.

Maintenance
CTI shall respond to any minor repair needs within twenty-four (24) hours Monday through Friday. CTI will respond to a major outage within three (3) hours of notification, seven days a week. A major outage is defined by twenty-five percent (25%) or more of the inmate phones being out of service.

Installation
CTI pledges all work will be done in a professional, timely and courteous manner during the entire agreement. The number of phones to be installed will be decided by the Sheriff. All equipment installed at the Upshur County Jail shall remain the property of CTI. All wiring and conduit installed at the Upshur County Jail shall become the property of Upshur County the day they are installed.

Commission
In consideration for Upshur County giving CTI the privilege to manage the inmate phones, CTI agrees to compensate Upshur County with the following commission:

Year One:	Forty-five percent (45%) of gross billable revenue

Year Two:	Forty-six percent (46%) of gross billable revenue
Year Three:	Forty-seven percent (47%) of gross billable revenue
Years Four and Five:	Forty-eight percent (48%) of gross billable revenue

Gross billable revenue means all revenue generated by the inmates off of all completed calls. CTI cannot deduct any money for bad debt, fraud, line charges, long distances charges, clearinghouse fees – any fees at all.

Commission Payment
CTI shall begin paying monthly commission checks to Upshur County sixty days after the end of the first month that inmate traffic is carried from the Upshur County Jail.

Bonus or Equipment
It is CTI's policy not to offer counties a "bonus" or "free equipment". CTI believes that nothing of value is ever given for "free". Many counties in the past five years have fallen victim to "instant cash bonuses" and "free equipment" only to learn what they thought was "free" cost the County many times over during the life of the contract.

Rates
Local Collect Call: $4.10
Intralata/Intrastate Collect Call: See Rate Sheet
Interstate Collect Call: $3.50 surcharge plus $.42 per minute

CTI agrees not to change any of its rates in this agreement without the written approval of Upshur County Commissioners Court.

The above terms and conditions constitute the entire agreement between CTI and Upshur County. Any terms or conditions that are to be added will be in writing, signed and dated by both parties. Any oral agreements shall be null and void.

Signed this 13 day of August, 2001.

Conversant Technologies, Inc.
2809 Regal Road, Suite 208
Plano, Texas 75075

Signature

John D. Profanchik
Name

President, CTI
Title

8-10-01
Date

Upshur County
405 North Titus Street
Gilmer, Texas 75644

Signature

Charles L. Still
Name

Upshur County Judge
Title

8-13-01
Date

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:56
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 59 PG 929

3800 STONE ROAD
KILGORE, TEXAS 75662 • 903/984-8641 • FAX 903/983-1440

SERVING A FOURTEEN-COUNTY REGION

August 22, 2001

Judge Charles Still
Upshur County
P.O. Box 790
Gilmer, TX 75644

Dear Judge Still:

Each year the Commission on State Emergency Communications requires strategic plans to be formalized for the biennium as well as appropriated funding ETCOG has completed this process and is required to have in place Interlocal PSAP Agreements with all 9-1-1 PSAPs in the region before any funding will be forwarded. This funding not only includes items within your contract but also telephone network, database and equipment costs for these systems. Please sign both copies of the contract and return one to this office as quickly as possible and retain the other for your files.

You will note that where recorders are to be replaced, there is a TBD. This means, "to be determined." This will be based on PSAP Choice within the applicable rule of no more than basic plus 4 channels within the $10,000 cap (includes installation).

For expenses incurred in FY2001 from September 1, 2000 through August 31, 2001, please send your request for reimbursement to us not later than September 7, 2001 on the appropriate form with copies of original invoices.

Should you have any questions or need further assistance, please let me know.

Sincerely,

Carolyn Flores

Carolyn Flores, 9-1-1 Coordinator

CF/gk

Enclosures

cc: Gary Price, Director of Criminal Justice and Public Safety
Glynn Knight, Executive Director

01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Printed on Recycled Paper

VOL 59 PG 930

EAST TEXAS COUNCIL OF GOVERNMENTS

INTERLOCAL SERVICE AGREEMENT FOR ENHANCED 9-1-1 PROGRAM

Parties and Purpose

1.1. The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. ETCOG has developed a Strategic Plan to establish and maintain 9-1-1 emergency telephone service in this State Planning Region and the Texas Commission on State Emergency Communications has approved its plan.

1.2. Upshur County is a Texas county that has agreed to participate in implementing the Strategic Plan as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between East Texas Council of Governments and Upshur County, under chapter 791 of the Government Code so that Upshur County Sheriff's Department, hereinafter referred to as Public Agency, can participate with East Texas Council of Governments in implementing the enhanced 9-1-1 emergency telephone system in the Region.

Goods and Services

2.0. Public Agency agrees to purchase the goods and perform the services described in each category marked with (X) below. If a category of goods or services is not marked with an (X), and the category is not funded under paragraph 5.1, the Public Agency is not responsible for purchasing the goods or performing the services described in that category Purchases shall be made within applicable provisions of the state's Uniform Grant Management Standards

(X) Supplies
2.1. Purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. Necessary for the continuous operation of its public service answering points. Reimbursable as provided for under the approved funding of the Strategic Plan as noted in this contract section 5.1

() Equipment and Software
2.2. Upgrade the 9-1-1 equipment and software as required for the continuous delivery of 9-1-1calls without degradation to the system.

(X) Training
2.3. Provide emergency communications training to call-takers/dispatchers as described in Strategic Plan, as funding is available. Also provide use of training facilities at East Texas Council of Governments as provided for in the guidelines for the use of that facility and equipment.

Cooperative Purchasing

3.1. East Texas Council of Governments leases all 9-1-1 equipment and software on behalf of Public Agency with emergency service fees paid to East Texas Council of Governments by the exchange carriers, and supplemented by surcharge provided by CSEC. Public Agency is authorized to use the 9-1-1 equipment as stipulated within this agreement for establishing and maintaining enhanced emergency telephone services.

3.2. Public Agency agrees not to encumber, transfer, or otherwise dispose of the 9-1-1 equipment.

3.3. Public Agency agrees not to relocate 9-1-1 answering point without 180 days written notice to East Texas Council of Governments. East Texas Council of Governments has all authority for implementing the relocation of 9-1-1 equipment and acquiring funding for such relocation.

3.4. Paragraphs 3.1 and 3.2 survive the expiration or early termination of this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

Effective Date and Term of Contract

4.1. This contract is effective September 1, 2001 and ends August 31, 2003, unless sooner terminated under paragraph 10.1 or upon change of agency administrator.

Contract Obligations of Funding

5.1. East Texas Council of Governments agrees to reimburse Public Agency in the total amount as stated in the following. Each dollar amount is set out. If no dollar amount is set out for the particular category, no funding is provided for that category. Public Agency agrees to spend no more than the amount allocated to each category for the goods and services described in that category without written amendment to this agreement by both parties, and expenses above that stated become the responsibility of Public Agency and are not reimbursable.

	FY 2002			FY 2003	
(1)	$700	Supplies	(1)	$735	Supplies
(2)	$300	Training	(2)	$315	Training
(3)	_____	PSAP Room Prep	(3)	_____	PSAP Room Prep
(4)	$1,465	Recorder Maint.	(4)	TBD	Recorder

5.2. Except as provided in paragraph 3.1, Public Agency agrees to request reimbursement for all other authorized expenditures by completing the appropriate reimbursement request (attachment D to this contract) and submitting it to East Texas Council of Governments together with (1) a detailed description of the goods and services for which Public Agency is requesting reimbursement and (2) invoices documenting the allowable costs comprising the reimbursement request.

5.3. East Texas Council of Governments agrees to pay Public Agency the reimbursement requested within 30 calendar days after receiving the correct and complete request for reimbursement and required documentation.

Independent Contractor

6.1. Public Agency is not an employee or agent of East Texas Council of Governments, but furnishes goods and services under this contract solely as an independent contractor.

Records

7.1. Public Agency agrees to maintain records adequate to document its performance, costs, and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices and provide them to East Texas Council of Governments a copy of the schedule of retention of 9-1-1 records as provided to and approved by the Texas State Library.

7.2. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.3. East Texas Council of Governments is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.4. East Texas Council of Governments is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.5. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as East Texas Council of Governments.

Nondiscrimination and Equal Opportunity

8.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

9.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1 - 9.4, until they have exhausted the procedures set out in these paragraphs.

9.2. At the written request of either part, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the 9-1-1 Committee for mediation in accordance with the mediation procedures set out in that committee's by-laws. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.4. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the East Texas Council of Governments Executive Committee for mediation in accordance with the mediation procedures set out in that committee's by-laws. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.5. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a professional mediation center as agreed upon by both parties. Each party shall pay half the cost of the mediation services.

9.6. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Termination for Convenience

10.1. Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, the contract terminates 180 calendar days after a party receives the notice of termination.

Notice to Parties

11.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 13.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.2.

11.2. East Texas Council of Governments address is 3800 Stone Road, Kilgore, Texas 75662, Attention: Executive Director. East Texas Council of Governments telephone number is (903) 984-8641 and its facsimile number is (903) 983-1440. Public Agency's telephone number is (903) 845-5801, and its facsimile number is (903) 845-6878.

11.3. A party may change its address by providing notice of the change in accordance with paragraph 11.1. And is required to notify East Texas Council of Governments of change in PSAP contact within 30 days of appointment. ETCOG will then provide PSAP contact information and or training within 30 days of notice.

Adverse Action

12.1 Adverse Action will be taken according to the PSAP Personnel Policy/Procedures when deemed appropriate by the PSAP Supervisor. Disciplinary action will be for, but not limited to, any misuse or abuse of the 9-1-1 equipment which interrupts the normal operation of the 9-1-1 system and endangers the general public. Notification of adverse personnel action will be given in writing to the chief or sheriff and the ETCOG contact person.

12.2 Access to 9-1-1 equipment shall be limited to trained personnel only during the normal course of their duties or with a trainer or PSAP Supervisor.

12.3 Only trained and approved supervisors will have inner access to the 9-1-1 system for changes, additions or deletions of information contained therein.

12.4 Any information obtained during the normal course of operation by a trained and approved employee is considered confidential information and shall be in accordance with procedures outlined in PSAP Attachment A.

12.5 Upon verification of misuse of the Language Line, outdials provided by ETCOG, or 9-1-1 equipment and software the public agency will make restitution to the East Texas Council of Governments for costs incurred or repair required within 60 days of notification, unless an alternative payment plan is approved by ETCOG and the Commission on State Emergency Communications.

Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

13.3. The following Attachments are part of this contract:

A. PSAP Requirements

B. General 9-1-1 Coordination

C. Monthly Report

D. Request for Reimbursement Form

E. Guidelines for Use of Training Center

F. Event Profile

G. Requests for Public Education Materials

H. TDD & TTY Log

I. Repair Log

J. Procedures for Trouble Reporting

13.4. This contract is binding on and insures to the benefit of the parties' successors in interest.

13.5. This contract is executed in duplicate originals.

PUBLIC SAFETY ANSWERING POINTS

All agencies operating a 9-1-1 Public Safety Answering Point within the ETCOG region shall:

- Designate a PSAP Supervisor and provide related contact information as a single point of contact for ETCOG and its authorized personnel
- Monitor the 9-1-1equipment and report any failures or maintenance issues immediately according to Trouble Reporting Procedures (attachment J)
- Keep a log (attachment I) of all trouble reports and make copies of said log available to ETCOG on an as needed basis
- Notify ETCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization
- Notify ETCOG of any new 9-1-1 Telecommunicators and ETCOG will then schedule them for the next available 9-1-1 training class If the Public Agency chooses to train their own personnel, the Public Agency must certify in writing to ETCOG that the 9-1-1 Telecommunicator has been trained prior to using the ETCOG provided equipment and within 30 days of hire
- Allow ETCOG or its authorized agents coordinated access to all 9-1-1 equipment on an as-needed basis within normal operating hours (24 hours for all PSAPs)
- Test all 9-1-1 equipment a minimum of once each 24 hour period
- Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least once per month
- Log all TDD calls (attachment H), as required by the Americans with Disabilities Act of 1990, and submit copies of said logs to ETCOG on an as-needed basis
- Limit access to all 9-1-1 equipment and related data to authorized public safety personnel for use in delivering emergency assistance only
- Keep confidential all 9-1-1 data and notify ETCOG immediately of any requests for said data as required by HB 1324, 75th Legislative Session, Texas House of representatives (attached)
- Forward requests for changes to 9-1-1 equipment, software or programs in writing to ETCOG
- Provide a copy of agency guidelines for handling 9-1-1 calls to ETCOG
- Limit use of Language Line and outdials provided by ETCOG to delivery of emergency services
- PSAP is prohibited from using any software or hardware not duly authorized in writing by ETCOG

GENERAL 9-1-1 COORDINATION

Each PSAP in the ETCOG regional 9-1-1 program shall appoint a single point of contact that shall

- Be readily available to local governments and interested parties to address any issues and questions related to the ETCOG 9-1-1 Program and other emergency communications issues
- Hold informational and coordination meeting on an as needed basis with local elected officials, County Sheriff or Chief of Police, PSAP Personnel, Emergency Services Department Heads and other interested parties
- Provide monthly reports of 9-1-1 activities on forms to ETCOG (attachment C)
- Coordinate with 9-1-1 PSAPs and local governments in the planning, implementation and operation of 9-1-1 emergency services on behalf of ETCOG
- Assist as requested with public education activities within their local jurisdiction
- Request 9-1-1 Public Education materials on a form provided by ETCOG (attachment G)
- Complete and provide copies to ETCOG of an Event Profile Form (attachment F) for any distributed Public Education materials.

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9-1-1 COORDINATOR
MONTHLY REPORT

Coordinator _____ County/City _____

Month _____ Year _____

MEETINGS HELD (Minutes Attached)

Addressing/GIS Meetings

With Municipalities _____
With County _____

Elected Officials _____

Sheriff/Police Chief _____

PSAP Personnel _____

Fire/EMS _____

Results/Concerns

_____

_____

_____

PUBLIC EDUCATION

Date/Location _____

Provide completed Event Profile Form _____

REIMBURSEMENT REQUEST

EAST TEXAS COUNCIL OF GOVERNMENTS 3800 STONE ROAD, KILGORE, TEXAS 75662 (903) 984-8641 (903) 983-1440 (FAX)	Check Requested (__) Requisition Date: _____

Vendor. _____ Ship To _____

Attach copy of original invoice

Item #	Quantity	Description	Unit Cost	Total Cost

Purpose of Purchase:

Reimbursement Requested by _____ Date _____

_____ Date _____
Budget Approval

_____ Date _____
Purchasing Approval

_____ Date _____
Department Manager Approval

_____ Date _____
Executive Director Approval (purchases above $500)

Prepared 072898

VOL 59 PG 940

EAST TEXAS COUNCIL OF GOVERNMENTS

PSAP TRAINING CENTER GUIDELINES

CLASS SIZE

The number of students shall be limited to 6 (six) and have a minimum of 2 (two) for any class which requires ETCOG 9-1-1 Staff involvement in the teaching process. Multiple agencies may send personnel for training to meet the minimum requirement

COSTS

In ETCOG Region

- No Charge is required for the use of the ETCOG PSAP Training Equipment, nor for the instruction time of the 9-1-1 Technician, or other ETCOG personnel, for ANY ETCOG Member County or Entity

Outside ETCOG Region

- A charge of $10 00 per hour (a full hourly rate will be assessed past the first 15 minutes on additional hours), per person for any approved Governmental entity, approved at the 9-1-1 Advisory Board level, with the minimum of a one hour charge If the requesting entity provides an instructor, this is the only charge

- An additional charge of $5 00 per hour (a full hourly rate will be assessed past the first 15 minutes on additional hours), per person, for training provided by ETCOG 9-1-1 Technician, or other ETCOG Personnel A minimum of one hour will be charged in each case

- ETCOG will not enter into contracts with Vendors concerning the Training PSAP With the exception of those, Vendors directly solicited by ETCOG for training proposes The above exception would be at the approval of the 9-1-1 Advisory Committee

CONDUCT

In the event, a students conduct is inappropriate the trainer reserves the right to expel any student accused of misconduct The trainer will report the misconduct to the students' PSAP supervisor, of the Agency in Training

East Texas Council of Government

EVENT PROFILE

Public Safety Agency _____ Your name _____

Type of event _____ Audience size (age) _____ / _____

Location of event _____ Date of event _____

Address and phone number of event coordinator _____

_____

Briefly describe how you will incorporate 9-1-1 into your message _____

_____

East Texas Council of Government

EVENT PROFILE

Public Safety Agency _____ Your name _____

Type of event _____ Audience size (age) _____ / _____

Location of event _____ Date of event _____

Address and phone number of event coordinator _____

_____

Briefly describe how you will incorporate 9-1-1 into your message _____

_____

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Name: _____ Agency: _____

Phone (___)_____ Date: _____ Approved by: _____

For what use: _____

____ Balloons	____ Cellular phone cards	____ Emergency Medical Card
____ Jar openers	____ License Plates	____ Magic Slates
____ Magnifier rulers	____ Make the right call stickers	____ Coffee Mugs (red_
____ Coffee Mugs (green)	____ Post-It-Notes	____ Red E Fox classroom kit
____ Red E. Fox activity book	____ Red E. Fox Costume	____ Red E. Fox Crayons
____ Red E Fox Classroom Toy	____ Red E Fox Pencils	____ Red E. Fox Rulers
____ Red E. Fox Stickers	____ Red E Fox Video Tape	____ Red E. Fox Video Tape (S
____ Soda Lids	____ 9-1-1 glow-in-dark stickers	____ Trash (litterbags)
____ Trading Cards		

RENTAL AGREEMENT AND GUIDELINES FOR RED E FOX COSTUME

A public appearance in a Red E Fox costume requires responsible behavior by the costume wearer and those conducting a 9-1-1 public education event These guidelines aren't exhaustive, but they do indicate the degree of good taste, common sense, and concern for the character that are expected The costume may be used to teach children and adults the proper way to use 9-1-1 to save lives and property

Red E Fox is to be used for public education purposes concerning the proper use of the 9-1-1 emergency telephone number Red E Fox can not appear at commercial occasions without a specific 9-1-1 public education purpose

To maintain consistency of the Red E Fox image, the costume wearer should be 5'7" to 6' in height, and should appear reasonably fit and of slim to normal build. The costume can be worn by a male or female

1. Reservation for use of Red E Fox costume should be made at least one week in advance through East Texas Council of Governments office. Any reservation that is not confirmed by signing of the rental agreement with the specified deposit and rental fee at least 3 days prior to the function will automatically be cancelled
2. There will be a $25 00 rental fee for any agencies, which is not in the ETCOG 14 county region, but are a district or home rule city
3. A $50 00 deposit is required of all agencies, refundable if suit is returned within 3 business days in proper condition
4. Damages will be assessed at the time the costume is returned to the ETCOG office All damage cost will be based on replacement cost from factory where purchased
5. If damages of the costume are beyond repair, renting agency will be expected to make payment in the amount required to replace the damaged parts

I have read and understand the rules governing the Red E Fox costume I understand that I am responsible for the costume and will be expected to pay for any damage that may occur while I am using this costume as stated above I have received a copy of Do's and Don'ts guidelines and agree to fulfill all the requirements in order to get a refund of my deposit

VIOLATION OF RULES MAY PROHIBIT YOUR USE OF THE COSTUME IN THE FUTURE

(For office use only)
Deposit Received $_____
Rental fee $_____
Date_____
Received by_____
_____

Reservation Date_____

Signature_____
Agency_____
Address_____
_____
Telephone_____
Time out____Time in____

TDD/TTY USE LOG

Agency Name _____ Address _____

Telephone Number (____)_____

Log all calls including test calls Maintain this record according to your agency's requirements.

Date	Time	Call Taker	Length of Call	Disposition of Call

VOL 59 PG 944

9-1-1 EQUIPMENT REPAIR RECORD								PSAP AGENCY NAME	
EQUIPMENT PROVIDER GTE__SWB__SPRINT UNITED__LANIER__DICTAPHONE__CSD__OTHER__									
TYPE OF EQUIPMENT APU__PC__RECORDER__PRINTER__ Other _____									
DATE PROBLEM BEGAN	DESCRIPTION OF PROBLEM	DATE & TIME OF TROUBLE TICKET	TROUBLE TICKET NUMBER	YOUR INITIAL	DATE & TIME OF VENDOR RESPONSE	TELEPHONE OR IN PERSON	DATE & TIME OF RESOLUTION	ACTUAL PROBLEM & RESOLUTION	YOUR INITIAL

VOL 59 PG 445

VOL 59 PG 946

Procedures for Trouble Reporting

Following these simple guidelines, when your agency requires service on the 9-1-1 equipment will insure faster service and provide a record of equipment problems In addition, it will protect your agency in the event the local telephone provider fails to respond in the required time frame and perform the correct task

1 Locate the appropriate "9-1-1 Equipment Repair Log" and the "Directions for Repair Log".
2 Call the appropriate equipment provider
3 Fill out the remaining information as described in the "Directions for Repair Log" begin in the first column under DATE PROBLEM BEGAN, or below the last entry.

Please remember to fill the Repair Log out correctly and as the events transpire The Repair Log is the record that will be used in the event problems occur with the Local Telephone Provider (LTP)

PSAP
Trouble Report

Last Updated February 24, 1999

PSAP
1st Request for Repair

1. PSAP staff advised to follow instructions for generating Telco trouble ticket
2. No action required by ETCOG staff

PSAP
2nd Request for Repair

1. PSAP staff advised to follow instructions for generating Telco trouble ticket
2. ETCOG 9-1-1 Technician makes Telco technical support contact aware of problem

PSAP
Exception A

1. If a problem is recurrent in nature to the point ETCOG should become involved, the 9-1-1 Coordinator and the 9-1-1 Assistant Coordinator shall be notified and appropriate action taken

PSAP
Exception B

1. If a problem is identified as being serious in nature to the point ETCOG should become involved, the 9-1-1 Coordinator and the 9-1-1 Assistant Coordinator shall be notified and appropriate action taken.

VOL 59 PG 948

UPSHUR COUNTY

BY: _____
Name: Charles Still
Title: Judge

Date: 8-27-01

Attest: _____
Notary Public of Texas

JO ANN LOFTIS
Notary Public
STATE OF TEXAS
My Comm Exp 6-11-2005

EAST TEXAS COUNCIL
OF GOVERNMENTS

BY: _____
Name: Glynn Knight
Title: Executive Director

Date: 8/22/01

Date: _____
Expiration of Appointment

As ~~Sheriff of Upshur County~~, I hereby acknowledge and accept the terms of this agreement.

_____
Sheriff Anthony Betterton

Date of Signature: 8-27-01

VOL 59 PG 949

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 8-23-01

Formal notice is hereby given that GLEN F. THARP whose principal address is Rt 2 Box 228 Big Sandy Texas 75755 does hereby propose to place a CULVERT within the ROW of County Road JUNIPER RD. . The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 24th day of August, 2001.

I, GLEN THARP, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Glen Tharp TITLE owner

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 59 PG 950

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE 8-29-01

Formal notice is hereby given that Wayne E Brown whose principal address is P.O. Box 100 of White Oak, Tx 75693 does hereby propose to place a Road Bore within the ROW of County Road Martin Lane.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application Proposed construction will begin, if approved, on or afer the 8-29-01 day of _____, 2001.

I, Tommy Fears, hereby attest that I have read the conditions set forth in this application and understand it's contents 1.2 mile South of Macky Rd

NAME Tommy Fears

PHONE 903-759-8019

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, 2001, except as noted below:

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

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

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

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

APPROVED ON THIS_____DAY OF_____, 2001

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 59 PG 952

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE 8-30-01

Formal notice is hereby given that Edwin Stubbert whose principal address is _____ does hereby propose to place a Culvert within the ROW of County Road Aspen. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, Edwin Stubbert, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Edwin Stubbert TITLE LANDOWNER

APPROVAL OF PERMIT APPLICATION

FILED
REXA SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
01 AUG 31 PM 4:54
DEPUTY

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

Jimmy Stanley
Russell Green

903-734-6177

between R/R and 155
Behind Patchett Water

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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE 8-17-01

Formal notice is hereby given that Mathew Stubbert whose principal address is 2201 Aspen Trail does hereby propose to place a Culvert within the ROW of County Road Aspen Trail. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

FILED
REX A. STAFF
COUNTY CLERK
UPSHUR COUNTY, TEXAS
01 AUG 31 PM 4:55
BY _____ DEPUTY

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

VOL 59 PG 954

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 8-27-01

Formal notice is hereby given that Miranda Dodson whose principal address is 5462 PR 4221 Gilmer does hereby propose to place a water line within the ROW of County Road Flying Squirrel. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application Proposed construction will begin, if approved, on or afer the 27 day of August, 2001.

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

NAME Miranda Dodson

PHONE 762-6208

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed water line as shown by accompanying drawings and notice dated August 27, , 2001, except as noted below:

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

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

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

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

APPROVED ON THIS_____DAY OF_____, 2001

County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY_____ DEPUTY

VOL 59 PG 956

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE 8-22-01

Formal notice is hereby given that Michael Peitchett whose principal address is P.O. Box 5014 Longview 75608-5014 does hereby propose to place a culvert within the ROW of County Road Martin.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 22 day of August, 2001.

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

NAME. M/D Peitchett

PHONE: 297-3286

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:
UPSHUR COUNTY, TEXAS
BY DEPUTY

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated 8-22-, 2001, except as noted below:

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

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

1 Barricades, warnings signs, lights and flagmen when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times

2 All lines, where practicable, shall be located to cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge No lines shall be placed in any culvert or within 10 feet of the closest point of same

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

Tony Staley

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

APPROVED ON THIS_____DAY OF_____, 2001

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

VOL 59 PG 958

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy 80 to Jumper Rd 3 miles to Sweetgum ½ mile.

2.

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

3.

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

4.

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

5.

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

6.

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

First Party Signature

P.O. Box 220
Street or Box

Atlanta Tx 75551
City, State and Zip Code

(870) 691-2590
Telephone

Rushing Tract
Timber Tract

8-28-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 31 PM 4:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 59 PG 959

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Clark Timber, 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 a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy 154 turn on Kelsey Creek Rd appx ½ mile

2

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

3.

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

4

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

5.

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

6.

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

Dwight Clark
First Party Signature

Rt 3 Box 175
Street or Box

Gilmer 75644
City, State and Zip Code

734-4955
Telephone

Wells
Timber Tract

8-22-01
Date Signed

County Judge

Joe Dawes
Commissioner # 1

Jerry Hanley
Commissioner # 2

Commissioner # 3

Russell Grant
Commissioner # 4

Date Signed

FILED
01 AUG 31 PM 4:55
REX SHAW
COUNTY CLERK
UPSHUR CO. TX.
BY DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 59 PG 960

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned W.C. Jones, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy 271 turn on Eagle to end of 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 its lands located in Precinct No. 1, Upshur County.

4.

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

5.

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

6.

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

Kellie Hunt
First Party Signature

P.O. Box 265
Street or Box

Mineola 75773
City, State and Zip Code

790-5169
Telephone

Hedrick
Timber Tract

8-15-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REXA SHAW
COUNTY CLERK
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 59 PG 961

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Coconut to Chinaberry to 155 Hwy.

2.

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

3.

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

4.

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

5.

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

6.

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

FILED
2001 OCT 10 PM 4:51
UPSHUR COUNTY, TX
BY _____ DEPUTY
COUNTY CLERK

James Sherman
First Party Signature

P. O. Box 460
Street or Box

Nash Tx 75569
City, State and Zip Code

903-838-0276 903-547-2360
Telephone

Keith Miller
Timber Tract

8-27-01
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 59 PG 962

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Paul Wilson

Holly ROAD.

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

RESPECTFULLY YOURS,
Paul Wilson

PRECINCT 3.
DATE

APPROVED _____ REJECTED _____

CHARLES L. STILL, COUNTY JUDGE

JOEY ORMS COMMISSIONER 1

TOMMY STANLEY, COMMISSIONER 2

RICK JACKSON, COMMISSIONER 3

RUSSELL GREEN, JR. COMMISSIONER 4

VOL 59 PG 963

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Dale Pyland

LOCATED ON 11658 Killdee Diana ROAD.

GENTLEMEN:

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

FILED
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY _____ DEPUTY

RESPECTFULLY YOURS,

Dale Pyland
Name Dale Pyland
903 1663-1633
Phone#

****

PRECINCT 1

DATE _____

APPROVED _____ REJECTED _____

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT # 1

_____
COMMISSIONER, PRECINCT # 2

_____
COMMISSIONER, PRECINCT # 3

_____
COMMISSIONER, PRECINCT # 4

VOL 59 PG 964

J & J Cleaning Services

2012 Chinaberry Rd.
Gilmer, Tx. 75645
903-734-4369

AUGUST 9, 2001

BUILDINGS TO BE CLEANED:

UPSHUR COUNTY COURTHOUSE

UPSHUR COUNTY JUSTICE CENTER

UPSHUR COUNTY LIBRARY AND ACTIVITY BUILDING

UPSHUR COUNTY TAX ASSESSOR'S OFFICE

UPSHUR COUNTY 911 BUILDING

MY BID FOR THE CLEANING OF THE FIVE BUILDINGS IS

$45,000.00 A YEAR

I HAVE 15 YEARS OF EXPERIENCE IN THE FIELD OF CUSTODIAL WORK.

I HAVE READ ALL THE BID SPECIFICATIONS, AND I HAVE NO PROBLEM WITH THEM.

James D. Russell

James D. Russell

VOL 59 PG 965

WILBURN INSURANCE AGENCY INC.

PHILLIP WILBURN
GILMER, TX 75644

903-843-2321
Fax 903-843-3787

8-08-01

UPSHUR COUNTY
COMMISSIONERS COURT
GILMER, TEXAS

RE: JAMES RUSSELL

DEAR SIRS

THIS IS TO ADVISE THAT IF MR. RUSSELL IS AWARDED THE JANITORIAL BID FOR THE COUNTY BUILDINGS, WE CAN AND WILL PROVIDE A CURRENT BOND, GENERAL LIABILITY AND WORKER'S COMPENSATION INSURANCE.

SINCERELY,

Phillip Wilburn

PHILLIP WILBURN

VOL 59 PG 960

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY LIBRARY ANNEX

DATE: AUGUST 31., 2001

1. Joyce Morrison	1. Gilmer
2. James D Russell	2. Gilmer
3. Vernon Ross	3. Ladonia
4. Karen Steelman	4. Gilmer
5. Ann Glenn	5. Pittsburg
6. Gary Bennett	6. Gilmer
7. Edward Bryan	7. Union Grove
8. Kay Mueller	8. Harmony ISD
9. [illegible]	9. Ore City ISD
10. Judy A Tucker	10. Union Hill ISD
11. Deborah Cheeves	11. Gilmer
12. Kay Reeder	12. Gilmer
13. [illegible]	13. Big Sandy ISD
14. Cynthia Perry	14. Big S.
15. Myra Harris	15. Gilmer
16. Carlon Henderson	16. GMS
17. Pam Long	17. Gilmer
18. Arnold Grimes	18. Gilmer
19. [illegible]	19.
20. Robert Hunt	20.
21. [illegible]	21.
22. Bill Rosen	22. County
23. Jim Cox	23.
24. [illegible]	24. GILMER TPL
25. [illegible]	25. Glenwood

FILED
RICKA SIMS
COUNTY CLERK
01 AUG 31 PM 4:54
UPSHUR COUNTY, TX.
BY _____ DEPUTY