



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS
December 9, 1974

Upshur County Commissioners met in regular session Dec. 9, 1974 with all members present.

Mr. Couch, Mayor of Ore City and Mr. Kenneth Hathaway appeared before the court to ask the Commissioners for help in obtaining a fire truck for Ore City. The Commissioners took no action on this matter.

Mr. John T. Lewis came before the court to see what could be done about fixing his fence and cleaning up the brush on his property after the county cleared the right of way. Neal McCurry said the county will burn the brush only, as that was all that was ever agreed upon. No further action was taken.

Some changes to be made on the rock building were discussed. The VFW, American Legion and Heart Club would like part of the building to have some improvements done and would like the county to pay half the cost. Only the work that needs to be done to protect the building from deterioration should be paid for by the county it was decided.

Virgil Mulanax asked Judge Dean to look into the possibility for a Watts line for the county.

Progress on the courtroom was discussed. The new Judge wants to know if the courtroom will be available for docket call next Monday.

Mr. Beason gave an estimate for remodeling the old Jury dorm and raising the commissioners courtroom ceiling. Estimate for the dorm is \$2,300.00 and for the courtroom is \$200.00. Estimate attached. Motion made and seconded that the court accept the above estimate.

The jail should be ready by the first of January. Mr. Still noted he had seen hairline cracks in the floor and ceiling of the jail. The cracks in the floor can easily be corrected, but the cracks in the ceiling are of some concern, Mr. Guinn commented. The furniture and mattresses should be ready by the first of January. Sixteen new mattresses will be needed at a cost of \$16.50 each. All furniture in the courthouse should be re-done at some time in the future, said Mr. Morris.

It was discussed that the constables get in on the group insurance. Now only one J.P. and one constable are on it now. No action was taken.

Count Dean

J. W. Meadows

Charles E. Still

Floyd Dorman

Room 302

| | |
|-----------------|-----------------|
| 1) Electrical | #2 255.00 |
| 2) HV/AC | 700.00 |
| 3) Painting. | 305.00 |
| 4) Ceiling | 270.00 |
| 5) Cabinet. | 140.00 |
| 6) Plumbing | <u>300.00</u> |
| 7) Patch floor | 30.00 |
| | <u>2,000.00</u> |
| OH & Profit 15% | <u>300.00</u> |
| TOTAL | 2,300.00 |

Commissioner Room

| | |
|--------------------------|---------|
| 1) Ceiling 400sf @ 50/sf | #200.00 |
|--------------------------|---------|

(N) Reader

WE'RE THE CONSTRUCTION MATERIALS SPECIALISTS
 BUILD ON US.

GENERAL

December , 1974

| CHECK NO. | RECEIVER | FOR | AMOUNT |
|-----------|-----------------------------------|-----------------------|----------|
| 1081 | Robert Scott Hayden | Cutting Trees | \$300.00 |
| 1082 | Perry's | Supplies | 3.08 |
| 1083 | W. D. Holloway | 4 Wolf Bounties | 20.00 |
| 1084 | Bob Wheeler | Wolf Bounty | 5.00 |
| 1085 | Buddy Davis | Wolf Bounty | 5.00 |
| 1086 | James Helton | Wolf Bounty | 10.00 |
| 1087 | Janet Roberts | Wolf Bounty | 5.00 |
| 1088 | Chris Grey | Wolf Bounty | 5.00 |
| 1089 | Tommy Newsome | Wolf Bounty | 5.00 |
| 1090 | Herbert Pellet | 2 Wolf Bounties | 10.00 |
| 1091 | Jeff Baird | Library | 79.80 |
| 1092 | Marion Anderson | Wolf Bounty | 5.00 |
| 1093 | Texas Co. & District Retire. Sys. | Retirement | 290.90 |
| 1094 | Southwestern Transportation Co. | Freight | 11.52 |
| 1095 | First National Bank | Withholding Tax | 250.40 |
| 1096 | Family Cancer Plan Ins. Co. | Insurance | 20.20 |
| 1097 | Jerry Cannon | Wolf Bounty | 5.00 |
| 1098 | Bob Donnelly | Wolf Bounty | 5.00 |
| 1099 | Jay Poitevint | Wolf Bounty | 5.00 |
| 2000 | C. L. Spencer | Wolf Bounty | 10.00 |
| 1056 | Pine Acres Community | VOID | |
| 1057 | Pine Acres Community Center | Election | 15.00 |
| 1058 | Wolf Bounty | Wolf Bounty | 5.00 |
| 1059 | James Roberts | Wolf Bounty | 5.00 |
| 1060 | General Telephone | Service | 720.07 |
| 1061 | Upshur Rural Electric Co-op | Service | 7.00 |
| 1062 | Southwestern Electric Power Co. | Service | 511.43 |
| 1063 | Arkla Gas | Service | 81.11 |
| 1064 | General Telephone | Service | 13.95 |
| 1065 | James Buchanan | Wolf Bounty | 5.00 |
| 1066 | A. J. Blundell | Wolf Bounties | 10.00 |
| 1067 | Bill Patterson | Wolf Bounties | 20.00 |
| 1068 | Troy Snow | Wolf Bounties | 5.00 |
| 1069 | Lee Jenison | Wolf Bounty- | 5.00 |
| 1070 | Madison Bauman | Wolf Bounty- | 5.00 |
| 1071 | Jim Chipman | Wolf Bounty | 5.00 |
| 1072 | Tommy Porter | Wolf Bounties | 10.00 |
| 1073 | M. & T. Office Machines | Repair Office Machine | 97.75 |
| 1074 | W. C. Jones Tax Assessor | Checks | 6.69 |
| 1075 | The Gilmer Mirror | Supplies | 466.44 |
| 1076 | Void | | |
| 1077 | Void | | |
| 1078 | Void | | |
| 1079 | Jerry Waldrop | Expense-Police Aca. | 4.31 |
| 1080 | Void | | |
| 1081 | Diamond Shamrock Corp. | Gasoline | 30.18 |
| 1082 | Atlantic Richfield Co. | Gasoline | 7.95 |
| 1083 | Southwestern Electric Power Co. | Library | 48.74 |
| 1084 | R. P. Bowker | Library Books | 66.43 |
| 1085 | Upshur Co. Child Welfare Board | Foster Child Care | 675.00 |
| 1086 | The Gilmer Mirror | Office Furniture | 690.20 |
| 1087 | Safeway Stores, Inc. | Welfare | 20.00 |
| 1088 | Thames Book Store | Books | 13.65 |
| 1089 | Industrial Uniform & Towel Ser. | Janitor Supplies | 4.80 |
| 1090 | Ore City Insurance | Official Bond Premium | 35.50 |
| 1091 | Turners Super Service | Janitor Supplies | 3.97 |
| 1092 | Upshur Rural Electric | Service | 3.85 |
| 1093 | Exxon Company | Gasoline | 165.15 |
| 1094 | Ronald Towery | Expense-Police Aca. | 17.45 |
| 1095 | Lee Standefer | Police Aca.-Expense | 30.34 |
| 1096 | T. W. Waxon Co., Inc. | Library | 223.94 |
| 1097 | The Baker & Taylor Co. | Library | 64.02 |
| 1098 | Jerry Waldrop | Police Academy | 20.12 |
| 1099 | Lowell Holt | #3590-3591-3592 | 75.00 |
| 1100 | Ronald R. Towery | Police Academy | 85.38 |

| | | | |
|------|----------------------------------|----------------------|--------|
| 1102 | Phillips Petroleum Company | Gasoline | 13.60 |
| 1103 | Texaco, Inc. | Gasoline | 30.35 |
| 1104 | E. H. McClure, Co. | Supplies-Health Unit | 204.00 |
| 1105 | Davis Electric Company | Repairs | 19.50 |
| 1106 | Western Auto Store | Electric Heaters | 44.98 |
| 1107 | Hartgraphics | Supplies | 273.60 |
| 1108 | Long Motor Co., Inc. | Sheriff Deot. | 44.12 |
| 1109 | International Exterminator Corp. | Services | 6.00 |
| 1110 | East Texas Ins. Agency | Official Bond Pre. | 10.00 |
| 1111 | Texas Assn. of Counties | Dues TAC | 500.00 |
| 1112 | Stafford-Lowdon Co. | Supplies | 170.20 |
| 1113 | County Clerk, Coryell Co. | #A-46435 | 40.00 |
| 1114 | Gilmer D. P. S. | Janitor | 20.00 |
| 1115 | G. A. Fuller, III. D.O. | Sheriff Expense | 10.00 |
| 1116 | Lee Standefer | Sheriff Expense | 290.19 |
| 1117 | American Petrofina | Gasoline | 30.27 |
| 1118 | Mobil Oil Corp. | Gasoline | 125.40 |
| 1119 | Bruce Morris, Jr. | Salary | 545.15 |
| 1120 | Ramah Hudson | Salary | 405.20 |
| 1121 | Annie Belle Collier | Salary | 277.58 |
| 1122 | Edward I. Davis | Salary | 147.00 |
| 1123 | Edward L. Davis | Travel | 100.00 |
| 1124 | Mozelle Duncan | Salary | 107.94 |
| 1125 | Chris Grey | Wolf Bounty | 5.00 |
| 1126 | Bessie Faye Hill | Salary | 263.70 |
| 1127 | Clara Bennett | Travel | 75.00 |
| 1128 | Alva Cleo Snow | Salary | 225.91 |
| 1129 | Isaac Johnston | Salary | 248.18 |
| 1130 | Roosevelt Wright | Salary | 74.54 |
| 1131 | William D. Blasingame | Expense | 148.80 |
| 1132 | Willie S. Thompson | Salary | 131.25 |
| 1133 | Willie S. Thompson | Travel | 75.00 |
| 1134 | Upshur Co. Health | Office Expense | 20.00 |
| 1135 | C. F. Wallace | Travel | 75.00 |
| 1136 | J. L. Fenlaw | Salary | 282.45 |
| 1137 | Ore City Fire Dept. | Fire Prevention | 25.00 |
| 1138 | Fwell Service Club, Inc. | Fire Prevention | 25.00 |
| 1139 | City/ Big Sandy | Fire Prevention | 25.00 |
| 1140 | City/Gilmer | Fire Prevention | 200.00 |
| 1141 | S. E. Morgan | Radio Contract | 15.00 |
| 1142 | Cynthia Hanna | Travel | 75.00 |
| 1143 | Cynthia Hanna | Salary | 171.70 |
| 1144 | W. C. Jones | Travel | 40.00 |
| 1145 | John Henry | Salary | 182.00 |
| 1146 | E. S. Simpson | Travel | 100.00 |
| 1147 | County Clerk Cowell Co. | #A 46435 | 40.00 |
| 1148 | Jean Hathcoat | Wolf Bounty | 5.00 |
| 1149 | Marty Sustaire | Wolf Bounty | 5.00 |
| 1150 | Doyle Johnson | Matrons fee | 10.00 |
| 1151 | Postmaster | Postage | 400.00 |
| 1152 | Clyde Hogue | Wolf Bounties | 30.00 |
| 1153 | William D. Blasingame | Salary | 86.25 |
| 1154 | Shirley Albright | Wolf Bounty | 5.00 |
| 1155 | A. A. Goodson | Wolf Bounty | 5.00 |
| 1156 | Swepeco | Service | 114.02 |
| 1157 | George McWhorter | Wolf Bounties | 45.00 |
| 1158 | Beth Buchanan | Wolf Bounties | 10.00 |
| 1159 | Chris Grey | Wolf Bounty | 5.00 |
| 1160 | John Henry | Travel | 75.00 |
| 1161 | Doug Medlin | Wolf Bounties | 30.00 |
| 1162 | J. W. Beckham | Wolf Bounty | 5.00 |
| 1163 | Jack Denton | Wolf Bounty | 5.00 |
| 1164 | American General Life Ins | Insurance | 53.28 |
| 1165 | Swepeco | Library | 41.92 |
| 1166 | Bruce Morris | Insurance refund | 7.77 |
| 1167 | Edward L. Davis | Insurance refund | 7.77 |
| 1168 | Bessie Faye Hill | Insurance refund | 7.77 |
| 1169 | Alva Cleo Snow | Insurance refund | 7.77 |
| 1170 | Roosevelt Wright | Insurance refund | 7.77 |
| 1171 | NoraCombs | Vocational School | 121.50 |
| 1172 | Dinah Moughon | Vocational School | 94.50 |
| 1173 | Becky Smith | Vocational School | 118.50 |

| | | | |
|------|-------------------|-------------------|----------|
| 1174 | Roosevelt Wright | Expense | \$169.80 |
| 1175 | Debbie Massoletti | Vocational School | 85.50 |
| 1176 | Glenda Weeden | Vocational School | 94.50 |
| 1177 | Bobby Wheeler | Wolf Bounty | 5.00 |
| 1178 | Schwaab, Inc. | Supplies | 17.34 |
| 1179 | Postmaster | Box rent | 58.00 |
| 1180 | Tim Spencer | Wolf bounty | 5.00 |

Ernest R. Dean

Floyd Dammann

Charles J. Still

J. W. Meadows

SALARY
December, 1974

| CHECK NO. | RECEIVER | FOR | AMOUNT |
|-----------|-----------------------------|---------------------|---------|
| 1218 | Texas Co. & Dist. Ret. Sys. | Retirement | 1209.94 |
| 1214 | Family Cancer Plan Ins. Co. | Insurance | 54.40 |
| 1220 | First National Bank | Withholding | 1213.70 |
| 1221 | Jesse W. Graves, Sheriff | Board Bill /Pris. | 347.50 |
| 1222 | Doyle Johnson | Salary | 621.23 |
| 1223 | W. C. Jones | Salary | 575.03 |
| 1224 | O. W. Loyd | Salary | 583.22 |
| 1225 | James L. Williams | Salary | 551.40 |
| 1226 | Carl W. Pitman | Salary | 505.93 |
| 1227 | Johnny M. Lummus | Salary | 468.18 |
| 1228 | Nevell G. Kellar | Salary | 434.77 |
| 1229 | Kenneth Lee Garriott | Salary | 438.57 |
| 1230 | Lee O. Standefer | Salary | 448.18 |
| 1231 | Jo Ann Van Zandt | Salary | 274.26 |
| 1232 | Lynn Quinn | Salary | 303.90 |
| 1233 | Julia Davis | Salary | 298.66 |
| 1234 | Bobbie E. Hankins | Salary | 278.66 |
| 1235 | Pat Williams | Salary | 308.36 |
| 1236 | Pauline Delaney | Salary | 273.47 |
| 1237 | Barbara Holloway | Salary | 265.25 |
| 1238 | Mary Brunson | Salary | 259.05 |
| 1239 | Carrie Fulsom | Salary | 255.25 |
| 1240 | Laura V. Gunn | Salary | 269.05 |
| 1241 | Lucille Underwood | Salary | 259.05 |
| 1242 | Leta Fowler | Salary | 126.76 |
| 1243 | Minnie Elwell | Salary | 280.49 |
| 1244 | Shirley Moore | Salary | 301.40 |
| 1245 | E. S. Simpson | Salary | 162.60 |
| 1246 | Willa Stegall | Salary | 115.57 |
| 1247 | Void | | |
| 1248 | Void | | |
| 1249 | Leon Willeford | Salary | 83.48 |
| 1250 | Joe E. Ferguson | Salary | 83.48 |
| 1251 | John Worthington | Salary | 83.48 |
| 1252 | W. A. Byrd | Salary | 83.48 |
| 1253 | George Smith | Salary | 116.78 |
| 1254 | H. S. Taff | Salary | 114.28 |
| 1255 | Cyril Bennett | Salary | 116.78 |
| 1256 | Gastel Turner | Salary | 13.00 |
| 1257 | W. C. Jones | Comm Cert./Title | 30.00 |
| 1258 | Bruce Morris | Comm Cert./Title | 30.00 |
| 1259 | Jerry Weldrop | Salary | 448.95 |
| 1260 | Jon M. Smith | Salary | 804.18 |
| 1261 | Ronald Towery | Salary | 437.42 |
| 1262 | Void | | |
| 1263 | Tax Assessor-Collecotr | Ex tra Help | 152.00 |
| 1264 | Willa Stegall | Travel Expense | 40.00 |
| 1265 | W. A. Byrd | Travel | 50.00 |
| 1266 | American General Life Ins | Insurance | 24.88 |
| 1267 | Doyle Johnson | Refund on insurance | 7.77 |
| 1268 | W. C. Jones | Refund on insurance | 7.77 |
| 1269 | O. W. Loyd | Refund on insurance | 7.77 |
| 1270 | Nevell Kellar | Refund on insurance | 7.77 |
| 1271 | Kenneth Lee Garriott | Refund on insurance | 7.77 |
| 1272 | Pauline Delaney | Insurance refund | 7.77 |
| 1273 | Barbara Holloway | Insurance refund | 7.77 |
| 1274 | Mary Brunson | Insurance Refund | 7.77 |
| 1275 | Carrie Fulsom | Insurance Refund | 7.77 |
| 1276 | Laura Gunn | Insurance Refund | 7.77 |
| 1277 | Lucille Underwood | Insurance Refund | 7.77 |
| 1278 | Minnie Elwell | Insurance Refund | 7.77 |
| 1279 | Shirley Moore | Insurance Refund | 7.77 |
| 1280 | Void | | |
| 1281 | Everett Dean | Refund | 7.77 |

Everett Dean

J. W. Meadows
Chas. Hill Floyd Drummond

NO FUND

DECEMBER, 1974

| CHECK NO. | REVEIVER | FOR | AMOUNT |
|-----------|----------------------------------|---------------------|--------|
| 471 MUW | Tex Co & Dist Retirement | Retirement | 311.12 |
| 472 JURY | Tex Co & Dist Retirement | Retirement | 37.08 |
| 473 JURY | First National Bank | WH tax | 349.70 |
| 475 MUW | Family Cancer Plan Ins | Insurance | 6.30 |
| 474 MUW | First National Bank | WH tax | 349.70 |
| 476 JURY | Family Cancer Plan Ins | Insurance | 3.80 |
| 477 MUW | U. S. Government Printing Office | Supplies | 58.00 |
| 478 MUW | Gilmer Mirror | Supplies | 39.69 |
| 479 MUW | Southwestern Bell Telephone | Service | 17.48 |
| 480 MUW | R. C. Wood Co. | Supplies | 22.07 |
| 481 MUW | Don Hightower | Milege | 35.28 |
| 482 MUW | General Telephone | Service | 131.67 |
| 483 MUW | General Telephone | Service | 15.63 |
| 484 MUW | Wilfred Parker | Salary | 636.39 |
| 485 MUW | Wilfred Parker | Auto Expense | 180.00 |
| 486 MUW | Robert D. Speight | Salary | 524.86 |
| 487 MUW | Robert D. Speight | Auto Expense | 180.00 |
| 488 MUW | Jan Cross | Salary | 313.47 |
| 489 MUW | Don Hightower | Salary | 570.26 |
| 490 MUW | Don Hightower | Auto Expense | 180.00 |
| 491 JURY | Jack Scott | Salary | 278.98 |
| 492 MUW | Wilfred Parker | Refund on Insurance | 7.77 |
| 493 JURY | Jack G. Scott | Refund on Insurance | 7.77 |

| | | | |
|---------|--------------------------|--------------------|----------|
| 491 R&B | Tex Co & Dist Retirement | Retirement | 74.38 |
| 492 R&B | First National Bank | WH tax | 88.60 |
| 493 | Void | | |
| 494 R&B | R & B # 3 | See Minutes 15-637 | 3,500.00 |
| 495 LL | West Publishing Co. | Books | 116.00 |
| 496 LL | Shepards Citations | Book | 53.00 |
| 497 LL | Bancroft-Whitney Co. | Books | 371.60 |
| 498 R&B | Ralph Byman Agency | Sheriff's Auto | 46.00 |
| 499 R&B | Everett Dean | Salary | 595.03 |

0116 R. & B. II FEDERAL REVENUE SHARING FUND Payroll Acct. #2 5245.25
Nov. & Dec.

Everett Dean

J W Meadows
C J Miller
Floyd Drennan

December , 1974

| <u>CHECK NO.</u> | <u>RECEIVER</u> | <u>FOR</u> | <u>AMOUNT</u> |
|------------------|------------------------------------|----------------------|---------------|
| 924 | Texas County & District Retirement | Retirement | \$330.78 |
| 925 | First National Bank | Withholding Tax | 253.90 |
| 926 | Family Cancer Plan Ins. Co. | Insurance | 11.40 |
| 927 | Upshur REA | Service | 7.70 |
| 928 | Webers Radiator Service | Repair Radiator | 7.35 |
| 929 | Economy Auto Supply | Parts | 14.46 |
| 930 | Goodyear Service Stores | Tires | 227.44 |
| 931 | Turners Super Service | Tire & Tire Repair | 20.26 |
| 932 | Holman-Bennett-Phillip | Repairs | 462.62 |
| 933 | Gulf Oil Corp. | Fuel | 422.75 |
| 934 | George P. Bane, Inc. | Repairs | 324.14 |
| 935 | Long Motor Company, Inc. | Repairs | 14.11 |
| 936 | C. H. Pitman | Social Security Rep. | 50.00 |
| 937 | Morris S. Jones | Salary | 310.16 |
| 938 | Morris S. Jones | Auto Expense | 100.00 |
| 939 | Jimmie C. Tucker | Salary | 313.57 |
| 940 | Jimmie C. Tucker | Auto Expense | 100.00 |
| 941 | Garland Smith | Salary | 313.96 |
| 942 | Garland Smith | Auto Expense | 100.00 |
| 943 | John D. Willeford | Salary | 326.33 |
| 944 | John D. Willeford | Auto Expense | 100.00 |
| 945 | James L. Stoker | Salary | 333.26 |
| 946 | James L. Stoker | Auto Expense | 100.00 |
| 947 | Offie Nobles | Salary | 591.23 |
| 948 | Offie Nobles | Auto Expense | 100.00 |
| 949 | Morris Jones | Refund on Ins | 7.77 |
| 950 | Garland Smith | Refund on Ins | 7.77 |
| 951 | John D. Willeford | Refund On Ins | 7.77 |
| 952 | James L. Stoker | Refund on Ins | 7.77 |
| 953 | Offie Nobles | Refund on Ins | 7.77 |

Ernest Reed

J W Meadows

Charles L. Still

Lloyd Drennan

DECEMBER , 1974

R:B 2

| <u>CHECK NO.</u> | <u>RECEIVER</u> | <u>FOR</u> | <u>AMOUNT</u> |
|------------------|-----------------------------------|--------------------|---------------|
| 1120 | Texas Co. & Dist. Retirement Sys. | Retirement | \$279.82 |
| 1121 | Family Cancer Plan Ins. Co. | Insurance | 11.40 |
| 1122 | First National Bank | W. H. Tax | 193.60 |
| 1123 | Goodyear Service Store | Tire & Tire Repair | 164.59 |
| 1124 | Clinnard Auto Parts | Materials | 30.00 |
| 1125 | Wartex Welding Supply Co. | Supplies | 102.19 |
| 1126 | Economy Auto Supply | Parts | 109.95 |
| 1127 | MuniChem Corp | Supplies | 86.82 |
| 1128 | Uoshur REA | Service | 15.80 |
| 1129 | George P. Bane, Ins. | Parts | 953.80 |
| 1130 | Skeets Marine & Service Station | Chain | 24.00 |
| 1131 | Mrs. O. E. Loyd | Gravel | 45.00 |
| 1132 | C. E. Johnson | Gravel | 39.75 |
| 1133 | Texas Bitulithic Co. | Cold Mix | 112.35 |
| 1134 | Gulf Oil Corp. | Fuel | 463.95 |
| 1135 | Hebers Radiator Service | Repairs | 139.16 |
| 1136 | Arnold's Hardware | Supplies | 10.25 |
| 1137 | Long Motor Company, Inc. | Inspection & Rep. | 10.98 |
| 1138 | Griffin E. Dye | Salary | 339.77 |
| 1139 | Griffin E. Dye | Auto Expense | 100.00 |
| 1140 | Robert J. Stanley | Salary | 16.95 |
| 1141 | Robert J. Stanley | Auto Expense | 3.33 |
| 1142 | Oliver Tanner | Salary | 320.16 |
| 1143 | Oliver Tanner | Auto Expense | 100.00 |
| 1144 | Ruben Ervin | Salary | 323.57 |
| 1145 | Ruben Ervin | Auto Expense | 100.00 |
| 1146 | Kenneth Jones | Salary | 346.16 |
| 1147 | Kenneth Jones | Auto Expense | 100.00 |
| 1148 | Cantrell Loyd | Salary | 591.23 |
| 1149 | Cantrell Loyd | Auto Expense | 100.00 |
| 1150 | Robert J. Stanley | Refund on Ins | 7.77 |
| 1151 | Oliver Tanner | Refund on Ins | 7.77 |
| 1152 | Kenneth Jones | Refund on Ins | 7.77 |
| 1153 | Cantrell Loyd | Refund on Ins | 7.77 |

Robert J. Stanley

J. W. Meadows
Charles L. Hill
Floyd Dierman

VOL. 16 PG. 764

R & B # 3

DECEMBER, 1974

| <u>CHECK NO.</u> | <u>RECEIVER</u> | <u>FOR</u> | <u>AMOUNT</u> |
|------------------|----------------------------|-------------------|---------------|
| 1294 | Tex Co & Dist Retirement | Retirement | 413.34 |
| 1295 | Family Cancer Plan Ins | Insurance | 15.20 |
| 1296 | First National Bank | WH tax | 210.50 |
| 1297 | R & B # 4 | See Minutes 16-32 | 4,500.00 |
| 1298 | Upshur REA | Service | 7.70 |
| 1299 | White Oak Radiator Service | Repairs | 27.50 |
| 1300 | Goodyear Service Stores | Tire Repair | 23.25 |
| 1301 | Clinnard Auto Parts | Materials | 22.85 |
| 1302 | Economy Auto Supply | Parts | 149.08 |
| 1303 | R. D. Arrington | Gravel | 48.60 |
| 1304 | Luther Holman | Gravel | 99.00 |
| 1305 | Tyler Alternator Co. | Repairs | 18.95 |
| 1306 | Hebers Radiator Service | Repairs | 12.00 |
| 1307 | W. W. Enterprise | Materials | 20.06 |
| 1308 | Bass Chevrolet, Inc. | Parts | 2.61 |
| 1309 | Long Motor Co., Inc. | Repairs | 68.81 |
| 1310 | Geo P. Bane, Inc. | Parts | 128.90 |
| 1311 | Gulf Oil Co. | Fuel | 473.48 |
| 1312 | Calvin E. Langford | Salary | 388.02 |
| 1313 | Calvin E. Langford | Auto Expense | 100.00 |
| 1314 | George Pool | Salary | 366.59 |
| 1315 | George Pool | Auto Expense | 100.00 |
| 1316 | Merkel Fatherree | Salary | 345.43 |
| 1317 | Merkel Fatherree | Auto Expense | 100.00 |
| 1318 | Clester Gage | Salary | 337.85 |
| 1319 | Clester Gage | Auto Expense | 100.00 |
| 1320 | Maxie Tefteller | Salary | 362.07 |
| 1321 | Macie Tefteller | Auto Expense | 100.00 |
| 1322 | Elvin Webb | Salary | 333.57 |
| 1323 | Elvin Webb | Auto Expense | 100.00 |
| 1324 | Charles Still | Salary | 611.23 |
| 1325 | Charles Still | Auto Expense | 100.00 |
| 1326 | S. E. Barden | Welding | 126.00 |
| 1327 | George Pool | Insurance Refund | 7.77 |
| 1328 | Merkel Fatherree | Insurance Refund | 7.77 |
| 1329 | Clester Gage | Insurance Refund | 7.77 |
| 1330 | Charles Still | Insurance Refund | 7.77 |
| 1331 | Maxie Tefteller | Insurance Refund | 7.77 |
| 1332 | Georgia Marshall | Gravel | 75.00 |

Ernest D. Doss

J. W. Meadows

Charles L. Still

Floyd D. Dorman

R & B # 4

DECEMBER, 1974

| <u>CHECK NO</u> | <u>RECEIVER</u> | <u>FOR</u> | <u>AMOUNT</u> |
|-----------------|----------------------------|-------------------------------------|---------------|
| 561 | Family Cancer Plan Ins Co. | Insurance | 7.60 |
| 562 | Reben Boyd | Labor | 80.00 |
| 563 | Sweptco | Service | 5.40 |
| 564 | Long Motor Co., Inc. | Repair | 4.13 |
| 565 | Butane Gas & Electric | Misc. | 3.35 |
| 566 | Gilmer Saw Co. | Repairs | 18.95 |
| 567 | Herbert L. Young | Battery & Brake Fluid | 59.50 |
| 568 | Gulf Oil Corp. | Fuel | 520.42 |
| 569 | Geo P. Bane, Inc. | Repairs | 313.71 |
| 570 | Goodyear Service Stores | Tire Repair | 4.49 |
| 571 | Modern Tractor Co. | Parts | 3.96 |
| 572 | Shamrock Service Center | Tire Repair | 1.25 |
| 573 | Looney Johnson | Gravel | 22.50 |
| 574 | Eastex Welding Supply Co. | Supplies | 3.00 |
| 575 | Dean Lumber Co. | Lumber | 37.62 |
| 576 | Etex Telephone Coop | Service | 11.49 |
| 577 | Economy Auto Supply | Parts | 14.34 |
| 578 | Green Gro | Anti-Freeze | 52.00 |
| 579 | Clyde Langford | Sand | 36.25 |
| 580 | George T. Glover | Salary | 323.96 |
| 581 | George T. Glover | Auto Expense | 100.00 |
| 582 | Orville Rutledge | Salary | 330.13 |
| 583 | Orville Rutledge | Auto Expense | 100.00 |
| 584 | Ivory G. Johnson | Salary | 333.26 |
| 585 | Ivory G. Johnson | Auto Expense | 100.00 |
| 586 | James W. Meadows | Salary | 326.97 |
| 587 | James W. Meadows | Auto Expense | 100.00 |
| 588 | Neal McCurry | Salary | 570.63 |
| 589 | Neal McCurry | Auto Expense | 100.00 |
| 590 | Reben Boyd | Labor | 80.00 |
| 591 | State Reserve Life Ins Co. | Insurance | 19.15 |
| 592 | George Glover | Refund on insurance | 7.77 |
| 593 | Orville Rutledge | Refund on insurance | 7.77 |
| 594 | Ivory G. Johnson | Refund on insurance | 7.77 |
| 595 | James W. Meadows | Refund on insurance | 7.77 |
| 596 | Neal McCurry | Refund on insurance | 7.77 |
| 597 | J. L. Goss | Labor | 80.00 |
| 598 | Rebin Boyd | Labor | 80.00 |
| 599 | First National Bank | Lse Agree M-100 Grader & Trailer | 3,549.00 |

Eugene Reese

James W. Meadows
Charles P. Hill
Floyd Drumman

LEASE AGREEMENT

THIS LEASE, made this the 6th day of January, 1975, between George P. Bane, Inc. of Upshur County Precinct #2, Texas, hereinafter known as LESSOR, and Upshur County Precinct #2 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the day of , 19 , witnesseth that:

Whereas, the LESSEE requires the use of the following equipment
One new Fiat-Allis 65 Motor Grader, S/N 24A01518

hereinafter referred to as Motor Grader for the purpose of building and maintaining roads, and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1 Now therefore, the LESSOR in consideration of the payment of \$750.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending August 6, 1975, on the following terms:

| | | | |
|---------------------------|----|-----|-----|
| 1. \$750.00 due 3-6-75 | 7 | 13 | 19. |
| 2. \$750.00 due 4-6-75 | 8 | 14 | 20 |
| 3. \$750.00 due 5-6-75 | 9 | 15 | 21 |
| 4. \$750.00 due 6-6-75 | 10 | 16 | 22 |
| 5. \$750.00 due 7-6-75 | 11 | 17 | 23 |
| 6. \$12,500.00 due 8-6-75 | | 18. | 24. |

2 The LESSEE acknowledges receipt of above desired Motor Grader in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised), or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader

and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted

3. The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$16,250.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8 Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9 This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received

GEORGE P. BANE, INC. LESSOR

By George P. Bane
UPSHUR COUNTY PRECINCT #2 LESSEE

By
County Judge

ATTEST
County Clerk

Offie Nicksa Commissioner, Precinct No 1
J W Meadows Commissioner, Precinct No 2
 Commissioner, Precinct No 3
 Commissioner, Precinct No 4

STATE OF TEXAS

COUNTY OF Texas

I, J B Hill, Jr, County Clerk in and for Upshur County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc. as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 16, Page , of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 11 day of Feb., 1975 A. D.

J B Hill, Jr
County Clerk, Upshur County, Texas
 Deputy

75

11 11 31

between

and

Assignment of Lease

Date _____

City _____

State _____

For value received the undersigned does hereby sell, assign, and transfer unto _____

_____ the annexed lease dated _____, 19____

made by the undersigned to _____

(Lessee's Name)

(Address)

of Model _____ Machinery, Serial No.(s) _____ and

all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by _____

_____ and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to _____

_____ said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to _____:

- (1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease is _____, as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

(Lessor's Signature) (L. S.)

By _____
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____

day of _____, 19____, and agrees to make all payments due under

said lease to _____ at _____

(Lessee's Signature) (L. S.)

By _____
(Signature of Authorized Officer)

MINUTES PERTAINING TO PASSAGE OF AN ORDER
APPROVING CERTIFICATE OF PAYMENT AND
ESTIMATE WITH RESPECT TO REMODELING UPSHUR
COUNTY COURTHOUSE AND AUTHORIZING PAYMENT
OF THE AMOUNT DUE

THE STATE OF TEXAS §
§
COUNTY OF UPSHUR §

ON THIS, the 13 day of January, 1975, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the meeting being open to the public and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S., there being present and in attendance the following members of the Court, to wit:

~~EVERETT DEAN~~
~~EVERETT DEAN~~ COUNTY JUDGE, Presiding; and
OFFIE NOBLES and COMMISSIONER, Precinct No. 1
~~CAMPBELL LOYD~~ J.W. MEADOWS and COMMISSIONER, Precinct No. 2
CHARLES STILL and COMMISSIONER, Precinct No. 3
~~NEAL MCCURRY~~ FLOYD DREWNAW and COMMISSIONER, Precinct No. 4

and with the following absent: OFFIE NOBLES, constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order to the Court:

"AN ORDER by the Commissioners' Court of Upshur County, Texas, approving Certificate of Payment and estimate with respect to a contract by and between Upshur County and Besco Construction Company & Associates with respect to that certain contract (dated February 15, 1974) for remodeling of the Upshur County Courthouse; and authorizing payment of the amount due."

The order having been read in full, it was moved by Commissioner Still and seconded by Commissioner DREWNAW that the same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge Dean and Commissioners Nobles, Loyd, Still and McCurry; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper Minutes of the Court.

Everett Dean
County Judge, Upshur County, Texas

ATTEST:

J.B. Hill, Jr.
County Clerk and Ex Officio Clerk of
the Commissioners' Court of Upshur
County, Texas

(Com. Crt. Seal)

AN ORDER by the Commissioners' Court, of Upshur County, Texas, approving Certificate of Payment and estimate with respect to a contract by and between Upshur County and Besco Construction Company & Associates with respect to that certain contract (dated February 15, 1974) for remodeling of the Upshur County Courthouse; and authorizing payment of the amount due.

WHEREAS, by order heretofore duly passed and adopted on the 15th day of February, 1974, this Commissioners' Court authorized the execution of a contract with Besco Construction Company & Associates for the remodeling of the Upshur County Courthouse; and,

WHEREAS, under the original contract, as amended by Change Order No. 1, the County is obligated to pay to the Contractor as works is done and performed the sum of \$586,397, of which amount up to \$400,000 is to be paid through the issuance of Certificates of Obligation authorized by the aforesaid order on the 15th day of February, 1974, and the balance of which shall be paid in cash out of current funds of the County which are legally available for the purpose; and,

WHEREAS, Estimate No. 10 and a Certificate of Payment bearing the same number have been presented to this Commissioners' Court by the Contractor and the Architect wherein request is made for the payment of \$34,408.00, and it is now proper for this Court to authorize the payment of the amount now due said Contractor in the following manner:

- (a) \$34,000 by the issuance and delivery to the Contractor of "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," being Certificates numbered 129 through 162, each in denomination of \$1,000, maturing on March 1, 1989; and
- (b) \$408.00 by the payment of cash out of current funds of the County heretofore appropriated and legally available for the purpose;

AND WHEREAS, the Estimate (and Certificate of Payment) which have been presented to this Court are in words and figures as follows, to wit:

AND WHEREAS, it is hereby found and determined that the contract hereinabove mentioned is a lump sum contract and that the "description of work" as shown on the Estimate attached to the Certificate of Payment of the Architect is merely a convenient procedure for the determination of the amount which is due to the Contractor for the particular pay period and does not affect in any manner the obligation of the Contractor to complete the work; now, therefore,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied by the Contractor, for which the aforesaid Estimate and Certificate of Payment are submitted, and said Estimate and Certificate of Payment are hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V.A.T.C.S., or any other law; and, further, that neither the County of Upshur nor any person holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the Estimate and Certificate of Payment herein approved.

SECTION 3: That the amounts due the Contractor under the aforesaid Estimate and Certificate of Payment shall be paid as set forth in the preamble.

SECTION 4: That the certificates herein authorized to be executed and delivered are hereby found to be valid, subsisting and binding obligations of the County of Upshur, Texas, and it is hereby specifically and affirmatively adjudged and declared that said County has received full value and consideration therefor for which payment has been authorized through the issuance and delivery of such certificates and payment of cash herein authorized to be made, and all things required by law to be done in the issuance and delivery of said certificates and the making of such cash payment have happened and have been performed in due time, form and manner as required by law. This ascertainment is expressly made for the use, benefit and protection of said Contractor and any succeeding owners or holders of said certificates, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of said certificates of proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court, and their successors in office, until said certificates with interest thereon have been fully paid and discharged.

SECTION 5: That the appropriate officials of the County shall carry out the provisions of this order by causing the aforesaid certificates to be executed, sealed, registered as obligations of the County and payment of cash made, and all actions of said officials in so doing shall be prima facie evidence that their official acts have been completed in all respects in the

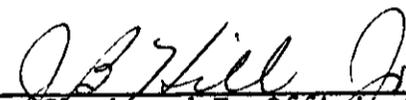
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proper manner to give full validity to the certificates and cause the same to create good, sufficient and valid obligations against Upshur County, Texas.

PASSED AND APPROVED, this the 13 day of January, 1975.


County Judge, Upshur County, Texas

ATTEST:


County Clerk and Ex Officio Clerk of
the Commissioners' Court of Upshur
County, Texas

(Comm. Crt. Seal)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

PROJECT: Remodeling of the Upshur County
(name, address) Courthouse
Gilmer, Texas

ARCHITECT Leland A. Guinn

ARCHITECT'S PROJECT NO:

TO (Owner) Upshur County
Gilmer, Texas

CONTRACTOR Besco Construction Company

CONTRACT FOR \$587,217.00

APPLICATION DATE 2/11/74

APPLICATION NO 10

PERIOD FROM: 11/1/74

TO 12/1/74

ATTN

CHANGE ORDER SUMMARY

| Change Orders approved in previous months by Owner — | | ADDITIONS \$ | DEDUCTIONS \$ |
|--|---------------|--------------|---------------|
| TOTAL | | | 820 |
| Subsequent Change Orders | | | |
| Number | Approved date | | |
| | | | |

TOTALS \$ 820

Net change by Change Orders \$

State of Texas County of Gregg

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due

Contractor Besco Construction Company

By W.D. Beara Date: 12/6/74

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached. The present status of the account for this Contract is as follows

| | |
|---|------------|
| ORIGINAL CONTRACT SUM | \$ 587,217 |
| Net change by Change Orders | \$ 820 |
| CONTRACT SUM TO DATE | \$ 586,397 |
| TOTAL COMPLETED & STORED TO DATE (Column G on G702A) | \$ 445,391 |
| RETAINAGE _____% or as noted in Column I on G702A | \$ 44,539 |
| TOTAL EARNED LESS RETAINAGE | \$ 400,852 |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 366,444 |
| CURRENT PAYMENT DUE | \$ 34,408 |

Subscribed and sworn to before me this 6th day of Dec
Notary Public Francis R. Litch
My Commission expires June 1975

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above

Architect

By

- OWNER
- ARCHITECT
- CONTRACTOR

This Certificate is valid only to the party named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner under or their Contract

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CONTINUATION SHEET

AIA DOCUMENT G702A

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached.

APPLICATION NUMBER: 10

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

| ITEM No. A | DESCRIPTION OF WORK B | SCHEDULED VALUE C | WORK COMPLETED | | STORED MATERIALS F | TOTAL COMPLETED AND STORED TO DATE G(D+E+F) | | BALANCE TO FINISH H(G-C) | RETAINAGE I |
|--------------------|-----------------------|-------------------|-------------------------|--------------------|--------------------|---|-----|--------------------------|-------------|
| | | | Previous Applications D | This Application E | | % | % | | |
| 1. | Bonds & Insurance | 7,543 | 7,543 | -0- | -0- | 7,543 | 100 | -0- | 754 |
| 2. | General Condition | 35,500 | 26,900 | 3,900 | -0- | 29,900 | | 5,600 | 2,900 |
| 3. | Dem & Patch | 36,063 | 32,639 | 1,600 | -0- | 34,239 | | 1,524 | 3,454 |
| 4. | Equipment & Tools | 16,241 | 15,215 | 1,026 | -0- | 16,241 | 100 | -0- | 1,624 |
| 5. | Concrete | 11,018 | 9,285 | 733 | -0- | 10,018 | | 1,000 | 1,002 |
| 6. | Forms | 4,719 | 4,433 | 286 | -0- | 4,719 | 100 | -0- | 472 |
| 7. | Steel & Erection | 22,929 | 22,729 | 200 | -0- | 22,929 | 100 | -0- | 2,293 |
| 8. | Masonry | 31,134 | 29,464 | 1,670 | -0- | 31,134 | 100 | -0- | 3,113 |
| 9. | Carp. & Mill. Lab | 11,613 | 3,510 | 3,600 | -0- | 7,110 | | 4,503 | 711 |
| 10. | Carp & Mill. Mat | 3,995 | 1,615 | 960 | -0- | 2,575 | | 1,420 | 258 |
| 11. | Waterproofing | 4,130 | 2,250 | -0- | -0- | 2,250 | 54 | 1,880 | 255 |
| 12. | Roofing | 20,000 | 15,600 | -0- | -0- | 15,600 | 78 | 4,400 | 1,560 |
| 13. | Metal Doors | 4,787 | 4,787 | -0- | -0- | 4,787 | 100 | -0- | 479 |
| 14. | Metal Windows | 1,956 | 1,956 | -0- | -0- | 1,956 | 100 | -0- | 196 |
| 15. | Glass | 4,365 | -0- | -0- | -0- | -0- | 0 | 4,365 | -0- |
| 16. | Finish Hardware | 3,000 | 1,206 | -0- | -0- | 1,206 | 40 | 1,794 | 121 |
| 17. | Plaster | 30,782 | 16,350 | 8,910 | -0- | 25,260 | | 5,522 | 2,526 |
| 18. | Ceramic Tile | 12,170 | 7,580 | 936 | -0- | 8,516 | | 3,654 | 851 |
| 19. | Flooring | 2,461 | 1,000 | -0- | -0- | 1,000 | 41 | 1,461 | 100 |
| 20. | Terrazzo | 1,950 | -0- | -0- | -0- | -0- | 0 | 1,950 | -0- |
| 21. | Ceiling | 9,849 | 1,800 | -0- | -0- | 1,800 | 18 | 8,049 | 180 |
| 22. | Toilet Partitions | 864 | 864 | -0- | -0- | 864 | 100 | -0- | 87 |
| 23. | Painting | 17,189 | 3,438 | -0- | -0- | 3,438 | 20 | 13,751 | 343 |
| 24. | Toilet Accessories | 1,054 | 1,054 | -0- | -0- | 1,054 | 100 | -0- | 106 |
| 25. | Detention Eqpt. | 23,677 | 19,936 | 3,741 | -0- | 23,677 | 100 | -0- | 2,367 |
| 26. | Kitchen Eqpt. | 870 | 870 | -0- | -0- | 870 | 100 | -0- | 87 |
| 27. | Seating | 5,000 | -0- | -0- | -0- | -0- | 0 | 5,000 | -0- |
| 28. | Elevator | 20,339 | 13,859 | 1,944 | -0- | 15,803 | | 4,536 | 1,580 |
| 29. | Elev. HV/AC Plumbing | 228,699 | 158,098 | 9,625 | -0- | 167,723 | | 60,976 | 16,772 |
| 30. | Alum. Louvers | 1,293 | 1,293 | -0- | -0- | 1,293 | 100 | -0- | 129 |
| 31. | Door Grill | 1,207 | -0- | -0- | -0- | -0- | 0 | 1,207 | -0- |
| 32. | Cont. Fund | 10,000 | 1,586 | -0- | -0- | 1,586 | | 8,414 | 159 |
| SUB TOTAL OR TOTAL | | 586,397 | 407,160 | 38,231 | -0- | 445,391 | | 141,006 | 44,539 |

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

(1) That this certificate is executed and delivered with reference to the following described certificates of obligation:

"UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," dated March 1, 1974, in the aggregate principal amount of \$ 34,000 being certificates numbered: 129 through 162.

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said certificates and that the same were then registered by the County Treasurer who signed each of said certificates in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said certificates by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said certificates of obligation and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said certificates or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the certificates thereunder; that neither the corporate existence or boundaries nor the title of the present officers to their respective offices is being contested, and that no authority or proceedings for the issuance of said certificates have been repealed, revoked or rescinded.

EXECUTED AND DELIVERED this 15 Jan 1975.

SIGNATURE
Lawrence Reese

OFFICIAL TITLE
County Judge, Upshur County, Texas

W. H. C. C.

County Clerk, Upshur County, Texas

[Signature]

County Treasurer, Upshur County, Texas

(Com. Crt. Seal)

The signatures of the officers subscribed above are hereby certified to be true and genuine.

FIRST NATIONAL BANK
GILMER, TEXAS

(Bank)

By: *[Signature]*
(Authorized Officer)

(Bank Seal)

CASH RECEIPT

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

The undersigned, as a representative of BESCO CONSTRUCTION COMPANY & ASSOCIATES, Contractor, does hereby certify that this Company has received payment of \$408.00 in cash, in partial payment of Estimate and Certificate of Payment submitted to the Commissioners' Court of Upshur County, Texas (in connection with the remodeling of the Upshur County Courthouse under the contract dated February 15, 1974), in accordance with an order of the said County passed and adopted on the 13 day of January, 1975, authorizing payment due under said Estimate and Certificate of Payment.

TO CERTIFY WHICH, witness my hand this the 14 day of January, 1975.

BESCO CONSTRUCTION COMPANY & ASSOCIATES
Contractor

By Dewey Beason
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME, this the 14 day of January, 1975.

Barbara Hollaway
Notary Public in and for Upshur County,
Texas

(Notary Seal)

AN ORDER by the Commissioners' Court of Upshur County, Texas, approving Certificate of Payment and estimate with respect to a contract by and between Upshur County and Besco Construction Company & Associates with respect to that certain contract (dated February 15, 1974) for remodeling of the Upshur County Courthouse; and authorizing payment of the amount due.

WHEREAS, by order heretofore duly passed and adopted on the 15th day of February, 1974, this Commissioners' Court authorized the execution of a contract with Besco Construction Company & Associates for the remodeling of the Upshur County Courthouse; and

WHEREAS, under the original contract, as amended by Change Order No. 1, the County is obligated to pay to the Contractor as work is done and performed the sum of \$586,397, of which amount up to \$400,000 is to be paid through the issuance of Certificates of Obligation authorized by the aforesaid order on the 15th day of February, 1974, and the balance of which shall be paid in cash out of current funds of the County which are legally available for the purpose; and

WHEREAS, Estimate No. 11 and a Certificate of Payment bearing the same number have been presented to this Commissioners' Court by the Contractor and the Architect wherein request is made for the payment of \$40,864.00, and it is now proper for this Court to authorize the payment of the amount now due said Contractor in the following manner:

- (a) \$40,000 by the issuance and delivery to the Contractor of "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," being Certificates numbered 163 through 202, each in the denomination of \$1,000, maturing on March 1, 1989; and
- (b) \$864.00 by the payment of cash out of the current funds of the County heretofore appropriated and legally available for the purpose.

AND WHEREAS, the Estimate (and Certificate of Payment) which has been presented to this Court is in words and figures as follows, to-wit:

COOPER

LELAND A. GUINN ARCHITECT

MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS
POST OFFICE BOX 149 LONGVIEW, TEXAS

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CERTIFICATE OF PAYMENT

Certificate No. 11

Date Issued 8 January 1975

THIS IS TO CERTIFY that, in accordance with the terms of a Contract executed the eleventh day of February, 1974, by and between _____
Besco Construction Company & Associates Contractor and
Upshur County, Texas Owner, for
Remodelling of Upshur County Court House, Gilmer, Texas

there will be due and payable from the Owner to the Contractor, upon the eighteenth day of January, 1975, the sum of Forty Thousand Eight Hundred
Sixty Four & No/100----- Dollars (\$ 40,864.00)

| | | |
|------------------------------|---------------|-------------------|
| Original Contract Amount | \$ 537,217.00 | |
| Total Additions | - 0 - | |
| Total Deductions | 820.00 | |
| Contract to Date | | \$ 586,397.00 |
| Previous Certificates Issued | | 400,852.00 |
| This Certificate | | 40,864.00 |
| Total Certificates to Date | | <u>441,716.00</u> |
| Contract Balance | | \$ 144,681.00 |

Leland A. Guinn, A.I.A., Architect

By Leland A. Guinn

The Contractor, having examined the above finds it correct and acknowledges receipt, upon the _____ day of _____, 19____, of the above amount Certified.

Contractor

This certificate is not negotiable. It is payable only to the payee named in it. Its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract. This payment shall not be considered an acceptance of any work of materials by the Architect.

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

PROJECT: Remodeling of the Upshur County Courthouse
 (name, address) Courthouse ARCHITECT: Leland A. Guinn

ARCHITECT'S PROJECT NO:

TO (Owner) Upshur County
 Gilmer, Texas

CONTRACTOR Besco Construction Company

CONTRACT FOR \$587,217.00

APPLICATION DATE 2/11/74 APPLICATION NO: 11

PERIOD FROM 12/1/74 TO 1/1/75

ATTN:

CHANGE ORDER SUMMARY

| Change Orders approved in previous months by Owner -- | | ADDITIONS \$ | DEDUCTIONS \$ |
|---|-----------------|--------------|---------------|
| TOTAL | | | 820 |
| Subsequent Change Orders | | | |
| Number | Approved (date) | | |
| | | | |

TOTALS
 Net change by Change Orders \$ 820

State of Texas County of Gregg

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: Besco Construction Company

By Robert D. ... Date: 1/6/75

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 587,217
 Net change by Change Orders \$ 820
 CONTRACT SUM TO DATE \$ 586,397
 TOTAL COMPLETED & STORED TO DATE \$ 490,796
 (Column G on G702A)
 RETAINAGE 10% \$ 49,080
 or as noted in Column I on G702A
 TOTAL EARNED LESS RETAINAGE \$ 441,716
 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 400,852
 CURRENT PAYMENT DUE \$ 40,864

Subscribed and sworn to before me this 3rd day of Jan, 1975
 Notary Public Francis ...
 My Commission expires June, 1975

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above

Arch't

By:

- OWNER
- ARCHITECT
- CONTRACTOR
-
-

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached.

APPLICATION NUMBER

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

ARCHITECT'S PROJECT NO

| ITEM No A | DESCRIPTION OF WORK B | SCHEDULED VALUE C | WORK COMPLETED | | STORED MATERIALS F | TOTAL COMPLETED AND STORED TO DATE G(D+E+F) | | BALANCE TO FINISH H(C-G) | RETAINAGE I |
|--------------------|--------------------------|----------------------|----------------------------|-----------------------|-----------------------|--|-----|-----------------------------|----------------|
| | | | Previous Applications D | This Application E | | % | % | | |
| 1. | Ponds And Insur. | 7,543 | 7,543 | -0- | -0- | 7,543 | 100 | -0- | 754 |
| 2. | General Condition | 35,500 | 29,900 | 3,000 | -0- | 32,900 | 92 | 2,600 | 3,290 |
| 3. | Dem. & Patch | 36,063 | 34,539 | 750 | -0- | 35,289 | 98 | 774 | 3,529 |
| 4. | Eqpt. & Tools | 16,241 | 16,241 | -0- | -0- | 16,241 | 100 | -0- | 1,624 |
| 5. | Concrete | 11,018 | 10,018 | 250 | -0- | 10,268 | 93 | 750 | 1,027 |
| 6. | Forms | 4,719 | 4,719 | -0- | -0- | 4,719 | 100 | -0- | 472 |
| 7. | Steel & Erection | 22,929 | 22,929 | -0- | -0- | 22,929 | 100 | -0- | 2,293 |
| 8. | Masonry | 31,134 | 31,134 | -0- | -0- | 31,134 | 100 | -0- | 3,113 |
| 9. | Carp. & Mill. Lab. | 11,613 | 7,110 | 2,250 | -0- | 9,360 | 80 | 2,253 | 936 |
| 10. | Carp. & Mill. Mat | 3,995 | 2,575 | 800 | -0- | 3,375 | 84 | 620 | 337 |
| 11. | Waterproofing | 4,130 | 2,250 | 1,880 | -0- | 4,130 | 100 | -0- | 413 |
| 12. | Roofing | 20,000 | 15,600 | 2,450 | -0- | 18,050 | 90 | 1,950 | 1,805 |
| 13. | Metal Doors | 4,787 | 4,787 | -0- | -0- | 4,787 | 100 | -0- | 479 |
| 14. | Metal Windows | 1,956 | 1,956 | -0- | -0- | 1,956 | 100 | -0- | 195 |
| 15. | Glass | 4,365 | -0- | 4,365 | -0- | 4,365 | 100 | -0- | 437 |
| 16. | Finish Hardware | 3,000 | 1,206 | 375 | -0- | 1,581 | 53 | 1,419 | 158 |
| 17. | Plaster | 30,782 | 25,260 | 5,154 | -0- | 30,414 | 99 | 368 | 3,041 |
| 18. | Ceramic Tile | 12,170 | 8,516 | 2,422 | -0- | 10,938 | 90 | 1,232 | 1,094 |
| 19. | Flooring | 2,461 | 1,000 | 750 | -0- | 1,750 | 71 | 711 | 175 |
| 20. | Terrazzo | 1,950 | -0- | -0- | -0- | -0- | 0 | 1,950 | -0- |
| 21. | Ceiling | 9,849 | 1,800 | 5,200 | -0- | 7,000 | 71 | 2,849 | 700 |
| 22. | Painting | 17,189 | 3,438 | 3,781 | -0- | 7,219 | 42 | 9,970 | 722 |
| 23. | Toilet Partitions | 864 | 864 | -0- | -0- | 864 | 100 | -0- | 87 |
| 24. | Toilet Accessores | 1,054 | 1,054 | -0- | -0- | 1,054 | 100 | -0- | 106 |
| 25. | Dentention Eqpt. | 23,677 | 23,677 | -0- | -0- | 23,677 | 100 | -0- | 2,368 |
| 26. | Kitchen Equipment | 870 | 870 | -0- | -0- | 870 | 100 | -0- | 87 |
| 27. | Seating | 5,000 | -0- | -0- | -0- | -0- | 0 | 5,000 | -0- |
| 28. | Elevator | 20,339 | 15,803 | -0- | -0- | 15,803 | 78 | 4,536 | 1,580 |
| 29. | Elec, Hv/AC Plumbing | 228,699 | 167,723 | 10,771 | -0- | 178,494 | 78 | 50,205 | 17,849 |
| 30. | Alum. Louvers | 1,293 | 1,293 | -0- | -0- | 1,293 | 100 | -0- | 129 |
| 31. | Door Grills | 1,207 | -0- | 1,207 | -0- | 1,207 | 100 | -0- | 121 |
| 32. | Cont. Fund | 10,000 | 1,586 | -0- | -0- | 1,586 | 16 | 8,414 | 159 |
| SUB TOTAL OR TOTAL | | 586,397 | 445,391 | 45,405 | -0- | 490,796 | | 95,601 | 49,080 |

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AND WHEREAS, it is hereby found and determined that the contract hereinabove mentioned is a lump sum contract and that the "description of work" as shown on the Estimate attached to the Certificate of Payment of the Architect is merely a convenient procedure for the determination of the amount which is due to the Contractor for the particular pay period and does not affect in any manner the obligation of the Contractor to complete the work; now, therefore,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied by the Contractor, for which the aforesaid Estimate and Certificate of Payment are submitted, and said Estimate and Certificate of Payment are hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V.A.T.C.S., or any other law; and, further, that neither the County of Upshur nor any person holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the Estimate and Certificate of Payment herein approved.

SECTION 3: That the amounts due the Contractor under the aforesaid Estimate and Certificate of Payment shall be paid as set forth in the preamble.

SECTION 4: That the certificates herein authorized to be executed and delivered are hereby found to be valid, subsisting and binding obligations of the County of Upshur, Texas, and it is hereby specifically and affirmatively adjudged and declared that said County has received full value and consideration therefor for which payment has been authorized through the issuance and delivery of such certificates and payment of cash herein authorized to be made, and all things required by law to be done in the issuance and delivery of said certificates and the making of such cash payment have happened and have been performed in due time, form and manner as required by law. This ascertainment is expressly made for the use, benefit and protection of said Contractor and any succeeding owners or holders of said certificates, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of said certificates of proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court, and their successors in office, until said certificates with interest thereon have been fully paid and discharged.

SECTION 5: That the appropriate officials of the County shall carry out the provisions of this order by causing the aforesaid certificates to be executed, sealed, registered as obligations of the County and payment of cash made, and all actions of said officials in so doing shall be prima facie evidence that their official acts have been completed in all respects in the

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proper manner to give full validity to the certificates and cause the same to create good, sufficient and valid obligations against Upshur County, Texas.

PASSED AND APPROVED, this the 13 day of Jan, 1975.



County Judge, Upshur County, Texas

ATTEST:



County Clerk and Ex Officio Clerk of
the Commissioners' Court of Upshur
County, Texas

(Comm. Crt. Seal)

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

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(1) That this certificate is executed and delivered with reference to the following described certificates of obligation:

"UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," dated March 1, 1974, in the aggregate principal amount of \$ 40,000 being certificates numbered: 163 through 202.

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said certificates and that the same were then registered by the County Treasurer who signed each of said certificates in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said certificates by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said certificates of obligation and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said certificates or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the certificates thereunder; that neither the corporate existence or boundaries nor the title of the present officers to their respective offices is being contested, and that no authority or proceedings for the issuance of said certificates have been repealed, revoked or rescinded.

EXECUTED AND DELIVERED this

12 Jan 1975

SIGNATURE

OFFICIAL TITLE

Robert A. Dean

County Judge, Upshur County, Texas

J. B. King

County Clerk, Upshur County, Texas

C. H. Pittman

County Treasurer, Upshur County, Texas

(Com. Crt. Seal)

The signatures of the officers subscribed above are hereby certified to be true and genuine.

FIRST NATIONAL BANK
GILMER, TEXAS

(Bank)

By: [Signature]
(Authorized Officer)

(Bank Seal)

CASH RECEIPT

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

The undersigned, as a representative of BESCO CONSTRUCTION COMPANY & ASSOCIATES, Contractor, does hereby certify that this Company has received payment of \$ 864.00 in cash, in partial payment of Estimate and Certificate of Payment submitted to the Commissioners' Court of Upshur County, Texas (in connection with the remodeling of the Upshur County Courthouse under the contract dated February 15, 1974), in accordance with an order of the said County passed and adopted on the 13 day of January, 1975, authorizing payment due under said Estimate and Certificate of Payment.

TO CERTIFY WHICH, witness my hand this the 13 day of January, 1975.

BESCO CONSTRUCTION COMPANY & ASSOCIATES
Contractor

By Dee-lynn Basson
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME, this the 15 day of Jan, 1975.

Barbara Hollaway
Notary Public in and for Upshur County,
Texas

(Notary Seal)

