



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 12, 1975

Commissioners Court met in regular session with all members present.

Certificate # 14 for courthouse construction in amount of \$26443.00 was presented for payment, by Besco Construction Company. Motion was made to approve payment of Certificate # 14 by issuance of \$26000.00 in certificate of obligation and \$443.00 from Federal Revenue Sharing Fund. Motion carried.

Robert Dean
Opie White
J. W. Meadows
Charles L. Still
Floyd J. Anderson



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UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 12, 1975

The Commissioners Court of Upshur County in regular session adopted the following resolution:

Effective this date Upshur County will no longer furnish tile or culverts to anyone for entry from County Right of Way to private property as ~~permitted~~ ^{prohibited} by law. Individuals desiring to make entry across County Right of Way will make application to Commissioners Court for permission to make such entry. After application is approved individual will place tile or culvert on Right of Way at his expense at place specified by County Commissioner. Tile or Culvert will then be put in by County according to County Specifications. It is therefore agreed and adopted this date.

Ernest Dean
Opie Nohles
J. W. Meadows
Chas. L. Hill
Lloyd Dorman



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS 1:27
May 12, 1975

Commissioners Court met with all members, Offie Nobles, J. W. Meadows, Charles Still, Floyd Drennan, and Everett Dean, present.

Motion was made by J. W. Meadows and seconded by Offie Nobles to adopt the following resolution:

Effective this date Upshur County will no longer furnish tile or culverts to anyone for entry from County Right of Way to private property as prohibited by law. Individuals desiring to make entry across County Right of Way will make application to Commissioners Court for permission to make such entry. After application is approved individual will place tile or culvert on Right of Way at his expense at place specified by County Commissioner. Tile or culvert will then be put in by County according to County specifications. It is therefore agreed and adopted this date.

The commissioners agreed to met with city officials to discuss money available after July 1, 1975 for city-county land fills.

Terrell Terrazzo requested \$1,000.00 payment on contract for cleaning and resurfacing floors. No action was taken.

A Special Road Use Agreement Contract from The Estate of W. D. McBee was presented to the court. Motion was made by Floyd Drennan and seconded by J. W. Meadows to accept. (Copy Attached)

Motion was made by Floyd Drennan and seconded by Charles Still to pay the bills presented to the court.

Bruce Morris read the Organization of Board of Equalization to the Court. Each member took the oath. Charles Still made a motion and seconded by Floyd Drennan to recess the Board until July 9, 1975.

Motion was made by Offie Nobles and seconded by J. W. Meadows to pay Estimate # 14. (Copy Attached)

Rex M. Price of the Gilmer Public Schools met with the court to ask the Commissioners to help him contact the children who are not in school.

Motion was made by Charles Still and seconded by J. W. Meadows that the contract for the fence around the air conditioning be given to A. W. Lee for \$330.00.

Everett Dean J. W. Meadows
Offie Nobles Floyd Drennan
Charles Still



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 12, 1975

Commissioners Court met in regular session with all members present.

Certificate # 14 for courthouse construction in amount of \$26443.00 was presented for payment, by Pasco Construction Company. Motion was made to approve payment of Certificate # 14 by issuance of \$26000.00 in certificate of obligation and \$443.00 from Federal Revenue Sharing Fund. Motion carried.

Ernest Dean
Chas. Nichols
J. W. Meadows
Charles L. Hill
Frank Harmon

Sub #1
FM =

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, The Estate of W. D. McBee, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, 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 road) the road from where the county oiled road leaves the Farm to Market road and goes South to the point where it enters the Tuel property to the oil well located thereon.

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 its equipment 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 Hspahn County Commissioners Court to insure performance of agreement.

6.

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

WITNESS our hands this the _____ day of _____.

A.D. 19_____.

The Clerk of the Board
By Robert E. McCarby Engineer
FIRST PARTY

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

LEASE AGREEMENT

THIS LEASE, made this the 12th day of May, 1975, between George P. Bane, Inc. of Tyler, 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:
Used A-C Model HD6G Track Loader S/N 20069

hereinafter referred to as _____ 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 Loader

1 Now therefore, the LESSOR in consideration of the payment of Used Cat 941 Loader S/N 80H 1238 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Loader for a minimum period commencing on the date of this LEASE and ending _____, on the following terms:

1	1000.00 due 12-15-75	1500.00 due 5-15-77	19
2	1500.00 due 5-15-76	1500.00 due 12-15-77	20
3			21
4			22
5	1500.00 due 12-15-76		23
6			24

2 The LESSEE acknowledges receipt of above desired Loader 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 Loader

and the LESSEE shall thereupon deliver said Loader 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 Loader 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 Loader 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 \$ 7,000.00 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 Loader 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 Loader 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 Loader 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 - President

UPSHUR COUNTY PRECINCT #2 LESSEE

By Edward Deane

ATTEST: J. B. Hill, Jr. County Clerk

J. P. Nobles Commissioner, Precinct No. 1
J. W. Meadows Commissioner, Precinct No. 2
C. H. Still Commissioner, Precinct No. 3
Floyd Dorman Commissioner, Precinct No. 4

STATE OF TEXAS

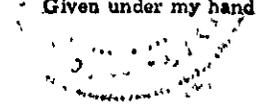
COUNTY OF Upshur

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. _____, Page _____, of the COMMISSIONERS' COURT MINUTES of

Upshur County, Texas.

Given under my hand and seal of office, this, the 12 day of May, 1975 A. D.



J. B. Hill, Jr. County Clerk, Upshur County, Texas
Byron Quinn, Dep

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LEASE AGREEMENT

between
and

75 J. 12 M. 1:00

Assignment of Lease

Date May 12, 1975
City Tyler
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated May 12, 1975 made by the undersigned to Upshur County Precinct #2 Gilmer, Texas
(Lessor's Name) (Address)

of Model A-C HD6G Loader Machinery, Serial No (s) 20069 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 First National Bank 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 First National Bank

_____ said money so in default or perform said covenants and conditions so in default.
The Undersigned warrants to First National Bank:
(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 Seven Thousand and no/100 Dollars, 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.

GEORGE P. BANE, INC. (L. S.)
(Lessor's Signature)
By George P. Bane - President
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 12th day of May, 19 75, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

(L. S.)
(Lessee's Signature)
By Paul Harris
(Signature of Authorized Officer)

75

ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 12 day of May
 19 75, the Commissioners' Court of Upshur County,
 Texas, was duly convened as a Board of Equalization, at the regular
 meeting place at the Court House in the town of Gilmer
Upshur County, Texas, for the purpose of equalizing
 the value of all taxable property, located in said County, for the
 purposes of taxation for the year 19 75, with all members of said
 Court, viz:

<u>Everett Dean</u>	County Judge
<u>Offie Nobles</u>	Commissioner, Precinct #1
<u>J. W. Meadows</u>	Commissioner, Precinct #2
<u>Charles Still</u>	Commissioner, Precinct #3
<u>Floyd Drennan</u>	Commissioner, Precinct #4

present and participating.

That upon convening of said Board, and prior to entering upon
 their duties as a Board of Equalization, each of the above named
 members took and subscribed to the following oath:

Everett Dean, Offie Nobles, J. W. Meadows
 "I, Charles Still, Floyd Drennan, a member of the Board of
 Equalization of Upshur County, Texas, for the year
 A.D., 19 75, hereby solemnly swear:

"That in the performance of my duties as a member of such Board
 for said year, I will not vote to allow any taxable property to
 stand assessed on the tax rolls of said County for said year at any
 sum which I believe to be less than its true market value, or if it
 has no market value, then its real value; that I will faithfully
 endeavor, and as a member will move to have each item of taxable
 property which I believe to be assessed for said year at less than
 its true market value, or real value, raised on the tax rolls to
 what I believe to be its true market value, if it has a market
 value, and if not, then to its real value, and that I will faithfully
 endeavor, to have the assessed valuation of all property subject to
 taxation within said County, stand upon the tax rolls of said County
 for said year at its true cash market value, or if it has no market
 value, then its real value, I solemnly swear that I have read and
 understand the provisions contained in the Constitution and Laws of this
 State relative to the valuation of taxable property, and that I will
 faithfully perform all of the duties required of me under the
 Constitution and Laws of this State. So Help Me God."

Upshur County, Gilmer, Texas
12 Day of May, 19 75.

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[Signature]
County Judge

[Signature]
Commissioner Precinct #1

[Signature]
Commissioner Precinct #2

[Signature]
Commissioner Precinct #3

[Signature]
Commissioner Precinct #4



SUBSCRIBED AND SWORN TO BEFORE ME, on this the 12 day

of May, 19 75.

[Signature]
County Clerk, Upshur
County, Texas

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upshur County, Texas, having been regularly
convened and BEING IN SESSION ON THIS THE 12 day of
May A.D., 1975, the following order was upon
motion of Commissioner Still, duly
seconded by Commissioner Drennan unanimously
carried and adopted, to-wit:

There being no further business now necessary to be
transacted by said Board of Equalization, it is ordered
that said Board do now recess until 10:00 A.M., the 9
day of July A.D., 1975, at which time said
Board of Equalization will further resume the transaction of such
business as may then come before it.


County Judge

Upshur County, Gilmer Texas.
,12 day of July A.D., 1975.

'75 P. 1. 11:20

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upshur County, Texas, having been regularly
convened and BEING IN SESSION ON THIS THE 12 day of
May A.D., 1975, the following order was upon
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that said Board do now recess until 10:00 A.M., the 9
day of July A.D., 1975, at which time said
Board of Equalization will further resume the transaction of such
business as may then come before it.


County Judge

Upshur County, Gilmer Texas.

12 day of May A.D., 19 75

NOTICE OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Court House in the town of Gilmer, Upshur County, Texas, at 10:00 A.M., on Wednesday, the 9 day of July 19 75, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Upshur County, Texas, for taxable purposes for the year 19 75, and any and all persons interested or having business with said Board are hereby notified to be present.

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

Upshur County, Gilmer Texas,
12 day of May, 19 75.

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 12th day of May, 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 COUNTY JUDGE, Presiding; and
OFFIE NOBLES COMMISSIONER, Precinct No. 1
J. W. MEADOWS COMMISSIONER, Precinct No. 2
CHARLES STILL COMMISSIONER, Precinct No. 3
FLOYD DRENNAN COMMISSIONER, Precinct No. 4

and with the following absent: _____, 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 Meadows and seconded by Commissioner Nobles 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, Meadows, Still and Drennan, and none voted "NO".

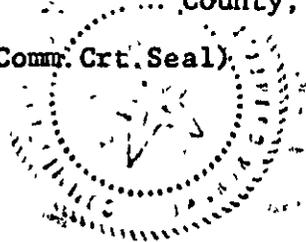
The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper Minutes of the Court.

Signature of Everett Dean, County Judge, Upshur County, Texas

ATTEST:

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

(Comm. 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 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. 14 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 \$26,443.00; and it is now proper for this Court to authorize the payment of the amount now due said Contractor in the following manner:

- (a) \$26,000 by the issuance and delivery to the Contractor of "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," being Certificates numbered 262 through 287, each in the denomination of \$1,000, maturing on March 1, 1989; and
- (b) \$443.00 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:

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. 1

Date Issued April 1, 1917

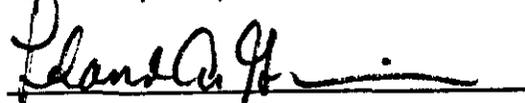
THIS IS TO CERTIFY that, in accordance with the terms of a Contract executed the 11th day of February, 1917, by and between Wood Construction Company, Incorporated Contractor and James Smith, Texas Owner, for Construction of business building, Longview, Texas there will be due and payable from the Owner to the Contractor, upon the 1st day of April, 1917, the sum of Twenty seven thousand four hundred forty Dollars (\$ 27,440.00)

Original Contract Amount	\$ 27,477.00	
Total Additions	-3-	
Total Deductions	20.00	
Contract to Date		\$ 27,457.00 ✓
Previous Certificates Issued		21,014.00
This Certificate		27,440.00
Total Certificates to Date		<u>48,471.00</u>
Contract Balance		\$ 27,440.00

APPROVED:

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


Court Dean
Upshur County Judge

By 

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.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT C702

PAGE ONE OF 2 PAGES

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

ARCHITECT Leland A. Guinn

TO (Owner) Upshur County Gilmer, Texas

ARCHITECT'S PROJECT NO

CONTRACTOR Besco Construction Company

CONTRACT FOR \$587,217.00

APPLICATION DATE 2/11/74 APPLICATION NO 14

PERIOD FROM 3/1/75 TO 4/1/75

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

Texas County of Gregg

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

Contractor

J. W. Pearson Date 4/14/75

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

Architect

By

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

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 \$ 587,217.00
 Net change by Change Orders \$ 820.00
 CONTRACT SUM TO DATE \$ 586,397.00
 TOTAL COMPLETED & STORED TO DATE (Column G on G702A) \$ 586,397.00
 RETAINAGE 10% or as noted in Column I on G702A \$ 58,640.00
 TOTAL EARNED LESS RETAINAGE \$ 527,757.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 501,314.00
 CURRENT PAYMENT DUE \$ 26,443.00

Subscribed and sworn to before me this 8th day of April, 1975
 Notary Public *Francis Reel*
 My Commission expires June, 1975

- OWNER
- ARCHITECT
- CONTRACTOR
-
-

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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:

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ITEM No. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED AND STORED TO DATE (G+H+I)		BALANCE TO FINISH (J+K-L)	RETAINAGE I
			Previous Applications D	This Application E		G+H+I	%		
1.	Bonds and Ins.	7,543	7,543	-0-	-0-	7,543	100	-0-	754
2.	General Conditions	35,500	35,500	-0-	-0-	35,500	100	-0-	3,550
3.	Demo & Patch	36,063	36,063	-0-	-0-	36,063	100	-0-	3,606
4.	Eqpt. & Tools	16,241	16,241	-0-	-0-	16,241	100	-0-	1,624
5.	Concrete	11,018	11,018	-0-	-0-	11,018	100	-0-	1,102
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 Labor	11,613	11,600	453	-0-	11,613	100	-0-	1,161
10.	Carp. & Mill Mat.	3,995	3,995	-0-	-0-	3,995	100	-0-	400
11.	Waterproofing	4,130	4,130	-0-	-0-	4,130	100	-0-	413
12.	Roofing	20,000	20,000	-0-	-0-	20,000	100	-0-	2,000
13.	Metal Doors	4,787	4,787	-0-	-0-	4,787	100	-0-	477
14.	Metal Windows	1,956	1,956	-0-	-0-	1,956	100	-0-	195
15.	Glass	4,365	4,365	-0-	-0-	4,365	100	-0-	436
16.	Finish Hardware	3,000	3,000	62	-0-	3,000	100	-0-	300
17.	Plaster	30,782	30,414	368	-0-	30,782	100	-0-	3,078
18.	Ceramic Tile	12,170	12,170	-0-	-0-	12,170	100	-0-	1,217
19.	Flooring	2,461	2,050	411	-0-	2,461	100	-0-	245
20.	Terrazzo	1,950	1,950	-0-	-0-	1,950	100	-0-	195
21.	Ceiling	9,849	9,849	-0-	-0-	9,849	100	-0-	985
22.	Painting	17,189	16,000	1,189	-0-	17,189	100	-0-	1,718
23.	Toilet Partitions	864	864	-0-	-0-	864	100	-0-	86
24.	Toilet Accessories	1,054	1,054	-0-	-0-	1,054	100	-0-	105
25.	Detention Eqpt.	23,677	23,677	-0-	-0-	23,677	100	-0-	2,367
26.	Kitchen Eqpt.	870	870	-0-	-0-	870	100	-0-	87
27.	Elevator	20,339	20,339	-0-	-0-	20,339	100	-0-	2,034
28.	Elec. HV/AC Plumbing	228,699	206,335	22,364	-0-	228,699	100	-0-	22,870
29.	Alum. Louvers	1,293	1,293	-0-	-0-	1,293	100	-0-	129
30.	Door Grills	1,207	1,207	-0-	-0-	1,207	100	-0-	121
31.	Cont. Fund	15,000	10,815	4,185	-0-	15,000	100	-0-	1,500
SUB TOTAL OR TOTAL		586,397	557,016	29,381	-0-	586,397	100	-0-	53,640

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.

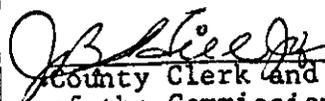
SECTION 4: That the certificates herein authorized to be executed and delivered are hereby found to be valid, subsisting and binding obligations of the County of Upshur, Texas, and it is hereby specifically and affirmatively adjudged and declared that said County has received full value and consideration 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 proper manner to give full validity to the certificates and cause the same to create good, sufficient and valid obligations against Upshur County, Texas.

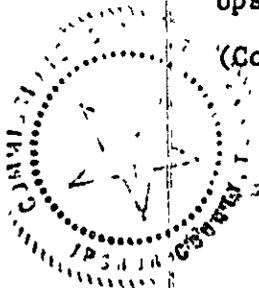
PASSED AND APPROVED, this the 12th day of May, 1975.


County Judge, Upshur County,
Texas

ATTEST:


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

(Comm. Crt. 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 \$443.00 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 12th day of May, 1975, authorizing payment due under said Estimate and Certificate of Payment.

TO CERTIFY WHICH, witness my hand this the 12th day of May, 1975.

BESCO CONSTRUCTION COMPANY & ASSOCIATES
Contractor

By *Dennis B...*

Its *Prover*

SWORN TO AND SUBSCRIBED BEFORE ME, this the 12th day of May, 1975.

C. J. Sitte
Notary Public in and for Upshur
County, Texas

(Notary Seal)



ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

THIS IS TO CERTIFY that Besco Construction Company & Associates of Longview, Texas, has this day sold, transferred and delivered to FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, those certain registered County certificates of obligation issued to Besco Construction Company & Associates by the Commissioners' Court of Upshur County, Texas, said certificates heretofore having been issued for the purpose of paying contractual obligations of the County incurred for the remodeling of the Upshur County Courthouse, as set out in the contract executed by and between Besco Construction Company & Associates and Upshur County, Texas, dated February 15, 1974, the certificates being described as follows:

\$26,000 "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," dated March 1, 1974, numbered 262 through 287 maturing March 1, 1989.

THIS IS TO CERTIFY FURTHER that said Besco Construction Company & Associates has received the above described certificates from the proper officials of said County in due course, and that said Besco Construction Company & Associates has received from FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, full value and consideration for said certificates and by this instrument hereby assign all of its right title and interest to such certificates, without recourse, to FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas.

EXECUTED at Gilmer, Texas, this the 12th day of May, 1975.

BESCO CONSTRUCTION COMPANY & ASSOCIATES

By *Dwight Beaman*
Its *Owner*

SWORN TO AND SUB CRIBED BEFORE ME, this the 12th day of May, 1975.

C. H. Pittman
Notary Public in and for Upshur County,
Texas

(Notary Seal)



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 \$ 26,000, being certificates numbered: 261 through 287.

(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 _____.

SIGNATURE

OFFICIAL TITLE

Ernest Dean

County Judge, Upshur County, Texas

J. H. Hiegg

County Clerk, Upshur County, Texas

C. Britman

County Treasurer, Upshur County, Texas

(Com. Crt. Seal)

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

Farmers and Merchants National Bank

(Bank)

By: *Max McPeck*
(Authorized Officer)

Max McPeck, Sr., V.P. & Cashier

