



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

August 30, 1985

Commissioners Court met in Special Session with all members present except Paul Davis, Commissioner Pct. #4.

Judge Dean read the minutes of August 26, 1985. Motion by J.W. Meadows seconded by David Loyd to approve minutes as read with two corrections. Motion carried. Corrections are as follows: Two bids were received from Long Motor Company with specifications; \$16,700.00 and \$17,570.00 with \$750.00 refund as per last year.

Judge Dean announced that he had received a letter in answer to an application approved May 20, 1985 to the Texas Department of Highways and Public Transportation for a grant for roads and bridges. He said that the grant for the bridge on Gardenia had been approved; the bridge being built at the cost of \$228,000.00 with the county paying 20%. No action was taken at this time.

Motion by J.W. Meadows seconded by Gaddis Lindsey to accept bid from Long Motor Co. for F-600 truck for Pct. #2 for \$15,950.00. Motion carried.

Court went into Executive Session.

Motion by J.W. Meadows seconded by David Loyd to approve permit application by V.J. Wooten to place culvert installation within the ROW of Amarillis Road. Motion carried. Copy attached.

Motion by David Loyd seconded by J.W. Meadows to approve permit application by Pritchett Water Supply to place a water line within the ROW of Pear Road. Motion carried. Copy Attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve Special Road Use by Ed Warner to haul gravel on Fir Road. Motion carried. Copy Attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve permit application by Diana Water Supply to place a water line within the ROW of Seago Lilly Road. Motion carried. Copy Attached.

Motion by Gaddis Lindsey seconded by David Loyd to accept a grant from State Department of highways and Public Transportation for bridge at Gum Creek, 1.0 Mi. North of FM 726 in the amount of \$228,000.00 with the county paying 20%. Motion carried with J.W. Meadows opposed. Copy Attached.

Motion by J.W. Meadows seconded by David Loyd to approve all unpaid bills. Motion carried, Gaddis Lindsey opposed. Copy attached.

Court went into Executive Session.

Court reconvened with all members present except Paul Davis.

Motion by Gaddis Lindsey seconded by David Loyd to accept the bid of Langview Building System on all carpentry for the Upshur County Justice Center. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve change orders on Criminal Justice Center. Motion carried. Copy attached.

Court recessed.

James D. [Signature]
COUNTY JUDGE

Gaddis Lindsey
COMMISSIONER PCT. #1

J.W. Meadows
COMMISSIONER PCT. #2

David Loyd
COMMISSIONER PCT. #3

COMMISSIONER PCT. #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE August 30, 1985

Formal notice is hereby given that Wooten, V. J.
whose principal address is 11348 Carissa, Dallas, Texas 75218
does propose to place a culvert installation
within the ROW of County Road Amarillis
as follows:

348-4604

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME V. J. Wooten

TITLE _____

ADDRESS _____

[Handwritten signature]
8-30-85

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 8-28-85

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.
whose principal address is P. O. Box 567- Gilmer, Texas 75644
does propose to place a WATER LINE
within the ROW of County Road PEAR

as follows: To cross road from West to East with 1 in. PVC encased
in 1½ in. PVC to serve one meter. Roxie Rhodes

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
30th day of August, 19 85.

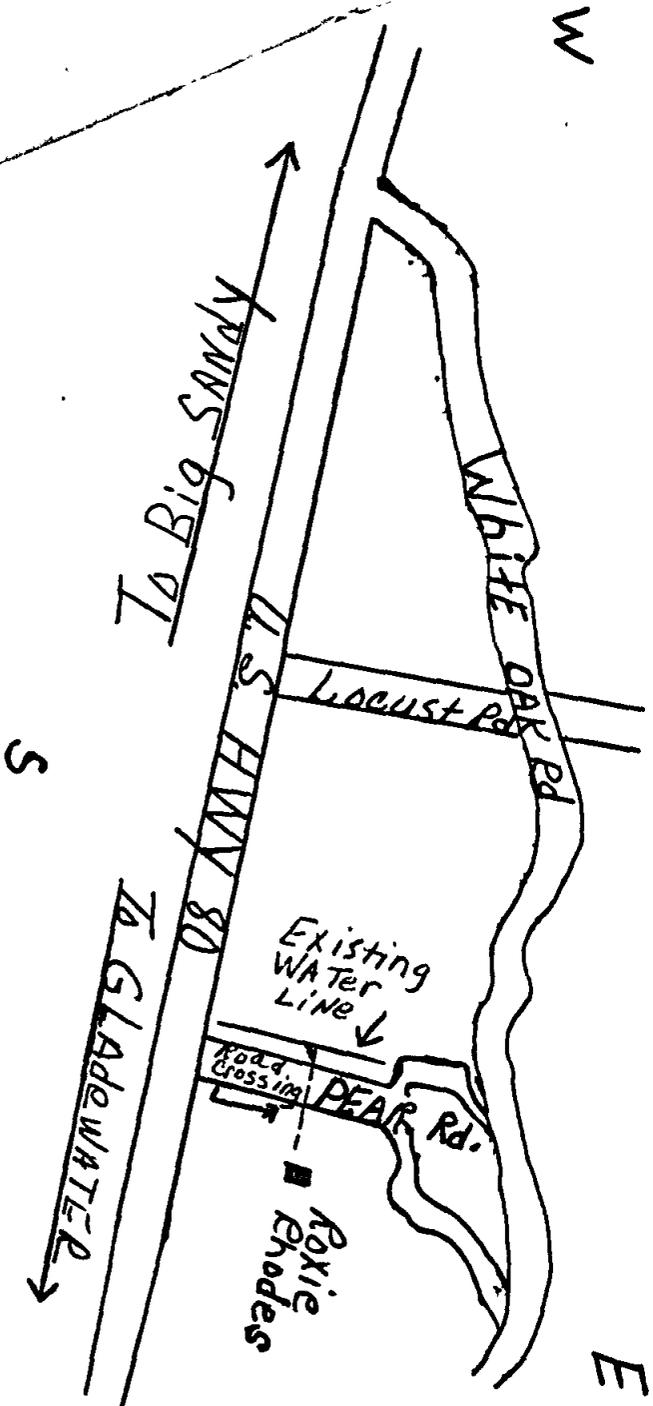
NAME J.R. Gage

TITLE OPERATOR

ADDRESS Rt. 2 Box 813
Big Sandy, Texas 75755

[Handwritten signature]
8-30-85

VOL 26 PG: 123



SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, X Ed Warner

hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Fir Road

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 1, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County 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 30 day of Aug,
A.D. 19 85.

Ed Warner
FIRST PARTY

P.O. Box 64
Jackson Tex 75204

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE August 27, 1985

Formal notice is hereby given that Diana Water Supply Corp.
whose principal address is P.O. Box 74, Diana, Texas 75640
does propose to place a water line
within the ROW of County Road Sego Lily Road
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

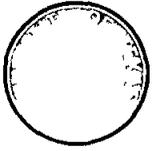
Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____

[Handwritten Signature]
8-30-85



COMMISSION
ROBERT C LANIER, CHAIRMAN
ROBERT H DEDMAN
JOHN R. BUTLER, JR

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

ENGINEER-DIRECTOR
MARK G GOODE

P. O. Box 890
Atlanta, Texas 75551-0890
August 9, 1985

1985-86 OFF-STATE SYSTEM
BRIDGE REPLACEMENT PROGRAM

IN REPLY REFER TO
FILE NO.

The Honorable Everett Dean
County Judge
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

I am pleased to advise that the following bridge nominated by the Upshur County Commissioners' Court has been authorized for construction on the 1985-86 Off-State System Bridge Replacement Program:

<u>CR</u>	<u>ID NO.</u>	<u>LOCATION</u>	<u>AMOUNT</u>
242	AA02-42-001	At Gum Creek, 1.0 Mi. North of FM 726	\$228,000

In the next few days you will be furnished an agreement for the selected bridge. At the time that the agreement is signed, please indicate in your letter the beginning of your fiscal year and the year in which funds will be available for construction of the project. This information will allow the Department to establish realistic construction schedules.

Sincerely yours,

L. L. Jester, Jr., P. E.
District Engineer (19)

cc: Bybee W. Weisinger

County Upshur
Control _____
Project _____
Highway CR 242

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM**

THIS AGREEMENT, made on the date shown hereinafter, by and between the State Department of Highways and Public Transportation, hereinafter called the "Department", and the Upshur County Commissioners' Court, a local government, or governmental agency or entity, hereinafter called the "Governmental Agency" acting by and through its County Judge and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is owner of a bridge located on a public county road within its jurisdiction at Gum Creek, 1.0 Mi. N. of FM 726; and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Assistance Act of 1978 and subsequent Federal legislation, a program entitled the 1985-86 OFF-STATE SYSTEM FEDERAL-AID BRIDGE REPLACEMENT AND REHABILITATION PROGRAM has been approved by the State Highway and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.
2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

FILED
J.B. HILL, JR.
COUNTY CLERK -1-

D-5
7-85

1985 SEP -9 PM 4:13

UPSHUR COUNTY, TX.

3. The Governmental Agency agrees to provide 20% of the actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. The Governmental Agency further agrees to acquire, at no cost to the Department, any additional right of way, if required.

Within 30 days following execution of this agreement the Governmental Agency agrees to pay to the Department by check made payable to the State Department of Highways and Public Transportation an amount equal to 10% of the estimated cost of the project. Forty-five days prior to the Department's scheduled date for the contract letting, the Governmental Agency agrees to pay to the Department an amount equal to the remaining 10% of its obligation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agency's obligation, then the Department shall immediately notify the Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department, based on its standard accounting procedures, and any excess funds paid by the Governmental Agency shall be returned to the Governmental Agency.

4. If, after execution of the agreement, the Governmental Agency elects to terminate the project, the Governmental Agency shall be responsible for those eligible expenses incurred by the State which are attributable to the project.

5. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

6. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

7. Upon completion of the project, the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

8. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

FILED
J.B. HILL, JR.
COUNTY CLERK -2-

D-5
7-85

1985 SEP -9 PM 4: 13

UPSHUR COUNTY, TX.

RESOLUTION AUTHORIZING THE COUNTY JUDGE
TO ENTER INTO AN AGREEMENT WITH THE
STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

THE STATE OF TEXAS § Gilmer, TEXAS
COUNTY OF Upshur § Sept. 9, 1985

MOTION was made by Gaddis Lindsey and seconded by David Loyd
that the Upshur County Commissioners' Court
authorize the County Judge to enter into an agreement with the State Department
of Highways and Public Transportation Commission to replace a bridge on CR ,
at Gum Creek, 1 mile north of FM 726 and called Gardina Road.

VOIE on the motion was as follows:

FOR: Gaddis Lindsey FOR: Everett Dean
FOR: David Loyd _____
AGAINST: J. W. Meadows _____

WHEREUPON the motion was declared carried.

THE STATE OF TEXAS §
COUNTY OF Upshur §

I hereby certify that the foregoing is a true and correct
copy of order passed by the Commissioners' Court of Upshur County,
Texas, on Sept. 9, 1985.

[Signature]
Clerk of County Court
Upshur County, Texas

(Seal)
FILED
J. D. HILL, JR.
COUNTY CLERK
1985 SEP -9 PM 4:14
UPSHUR COUNTY, TX.
BY _____

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the date herein stated.

THE GOVERNMENTAL AGENCY

THE STATE OF TEXAS

UPSHUR COUNTY COMMISSIONERS' COURT

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

APPROVED:

[Signature]
County Judge

By _____
Deputy Director

Date _____

ATTEST:

[Signature]
County Clerk
Title

FILED
J.D. HILL, JR.
COUNTY CLERK

1985 SEP -9 PM 4:14

UPSHUR COUNTY, TX.

BY -3-
DEPUTY

D-5
7-85

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM
Minutes of Accounts Approved

30 AUG 1985

THE SOFTWARE GROUP, INC.

Disbursements Made From 08/30/85 thru 08/30/85

PAGE 1

Check #.	Date...	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
1623	08/30/85	DESK TOP & DATA SUPPLY	\$6.90	\$6.90	J.P.-PENS
1624	08/30/85	UNION GROVE WATER SUPPLY CORP.	\$7.50	\$7.50	WEST MT.-#237 8/22/85 BILLING
1625	08/30/85	BOBBY'S DISCOUNT AUTO CENTER	\$8.40	\$8.40	C.S.#203-2 ANTIFREEZE
1626	08/30/85	UPSHUR COUNTY FORD TRACTOR	\$12.79	\$12.79	PCT #1-BOOM AXE PART
1627	08/30/85	ELMO HOLLINS	\$21.00	\$21.00	PCT #2-21 LOADS GRAVEL
1628	08/30/85	WALMART STORE #146	\$24.01	\$5.87 \$18.14	HEALTH FLASHLIGHT & BATTERIES C.S.-PICTURES, CLOCK
1629	08/30/85	STEWART INSURANCE AGENCY	\$30.00	\$30.00	WESTERN SURETY#10104226, 9/1/85-9/1/86
1630	08/30/85	H & D TIRE & AUTOMOTIVE	\$39.23	\$7.89 \$6.04 \$0.75 \$7.95 \$16.60	PCT#1-PARTS(STANDARD) BROWN TRUCK PCT#1 PART(STANDARD)BROWN TRUCK PCT#1-MALE PLUG PCT#1-HAND CLEANER PCT#1-TRUCK FLASHER
1631	08/30/85	BILLY GIBBONS	\$40.00	\$40.00	PCT #4-10 LOADS GRAVEL
1632	08/30/85	TELETOUCH CORPORATION	\$46.80	\$46.80	C.S.#205-BASE PLATE, INTERCONNECT BOARD
1633	08/30/85	DAVID MOORE	\$49.15	\$49.15	MEALS & MILEAGE 8/12, 13, 16/85
1634	08/30/85	LONG MOTOR COMPANY, INC.	\$53.61	\$27.07 \$15.00 \$11.46	PCT#1-OIL TRUCK-REPAIR LIGHTS, WIPERS PCT#1-FLASHER 72 TRUCK PCT#1-1 TON-REFLECTORS AND LENS
1635	08/30/85	WILLIAM R. PORTER	\$54.47	\$54.47	CASE 318 77, 7/30-8/1/85
1636	08/30/85	GILMER DRUG COMPANY	\$63.52	\$63.52	JAIL-R. COLLINS, J. CAMPBELL
1637	08/30/85	ARKLA GAS	\$66.87	\$66.87	#1520708296055-8/20/85 BILLING
1638	08/30/85	HENRY T. LYNN	\$82.00	\$82.00	PCT#2-41 LOADS OIL SAND
1639	08/30/85	PATRICIA HARRISON	\$100.00	\$100.00	CO. CT.-8/13/85-MITCHELL, 8/14/85-0'DELL
1640	08/30/85	DISCOUNT AUTO PARTS & TIRES	\$124.90	\$83.25 \$8.00 \$33.65	C.S.EX.UNIT-GAUGE, CLUTCH, 60 M CLORIDE C.S-EXTRA UNIT-REPLACE CLUTCH PCT#1-STARTER BROWN TRUCK
1641	08/30/85	NOW CARE CENTER	\$134.00	\$134.00	JAIL-JAMISON TAVE
1642	08/30/85	ESCO ELEVATORS, INC.	\$158.27	\$158.27	ELEVATOR SERV.-AUG
1643	08/30/85	LEWIS POLYGRAPH SERVICE	\$225.00	\$225.00	C.S. 8/22-T.MCFADDEN, 8/23-J.DRITCHETT

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14112 G.S.

USA 110101000

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements made from 08/30/85 thru 08/30/85

PAGE 2

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Check #.	Date...	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
1644	08/30/85	GLENN CAMPBELL, SR.	\$240.00	\$240.00	PCT #4-60 LOADS SAND
1645	08/30/85	RON'S TIRE SERVICE	\$317.60	\$11.10 \$14.00 \$10.00 \$253.00 \$9.50 \$20.00	PCT#4-BOOM AXE-TUBE & BOOT PCT#2-4000 FORD-TRACTOR FLAT, BOOT PCT#1-DUMP TRUCK FLAT PCT#4-5000 LOADER TRACTOR-TIRE PCT#4-FLAT & TUBE PCT #1-2 TRUCK FLATS
1646	08/30/85	WHITE'S HOME & AUTO STORE	\$445.00	\$445.00	CO. BLDGS. -FILTERS(AIR CONDITIONER)
1647	08/30/85	SOUTHWESTERN ELECTRIC POWER CO	\$791.27	\$84.47 \$415.33 \$291.47	305 E. BUTLER- BILLING 7/09-8/07/85 301 E. BUTLER BILLING-7/09-8/07/85 LIBRARY BILLING 7/10-8/07/85
1648	08/30/85	VERNARD SOLOMAN	\$1,890.90	\$1,890.90	9238-PATEL
1649	08/30/85	GILMER NATIONAL BANK	\$3,327.52	\$3,327.52	AUGUST PAYMENT-TELEPHONE & COMPUTER
1650	08/30/85	WILSON-RILEY, INC.	\$27,496.95	\$4,039.10 \$12,117.30 \$11,340.55	PCT#2-130 BBLs PCT #2-260 BBLs., PCT. #4 130 BBLs. PCT. #1-115 BBLs., PCT #3-250 BBLs
Total:			\$35,857.66		

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct.#1, Gaddis Lindsey

J.W. Meadows
Commissioner Pct.#2, J.W. Meadows

David Loyd
Commissioner Pct.#3, David Loyd

Commissioner Pct.#4, Paul Davis

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 AUG 30 PM 3:11

UPSHUR COUNTY, TX

BY _____

AN ORDER ratifying, confirming and approving Change Orders to certain contracts in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of additional amount to become due thereon by reason of said Change Orders and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on March 25, 1985, the Commissioners' Court of Upshur County, Texas, awarded certain contracts in relation to the construction of the new county jail and the renovation and remodeling of a building for the Upshur County Justice Center, such contracts being identified as follows:

<u>CONTRACTOR</u>	<u>CONTRACT</u>	<u>CONTRACT AMOUNT</u>
J. D. Cooper, Inc.	drywall work	\$ 47,463
Universal Crane & Construction	demolition	\$ 5,270
Troy Rapp Concrete Contractor, Inc.	concrete work	\$204,000
Mosby Mechanical Co., Inc.	plumbing, heating & AC	\$399,000
Rush Construction Company	masonry work	\$147,894

AND WHEREAS, it has been determined that certain changes, modifications and revisions should be made to the work to be performed and/or materials to be supplied under and pursuant to such contracts; such changes, modifications and revisions being more fully described in the Change Orders attached hereto as Exhibits A through E; and

WHEREAS, the changes to said contracts have been recommended by the Construction Manager and approved by the County Judge, and this Court hereby finds and determines that said Change Orders should be approved and said contracts amended to incorporate the changes, modifications and revisions described therein; now, therefore,

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

SECTION 1: That the recitals and findings contained in the preamble hereof are hereby incorporated herein as though set forth at length as a part of this Section.

SECTION 2: That the change order to the contract with J. D. Cooper, Inc. relating to the drywall work for the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit A and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 3: That the change order to the contract with Universal Crane & Construction relating to the demolition work for the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit B and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 4: That the change order to the contract with Troy Rapp Concrete Contractor, Inc. relating to the concrete work for the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit C and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 5: That the change order to the contract with Mosby Mechanical Co., Inc. relating to the plumbing, heating and air conditioning work for the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit D and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby

amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 6: That the change order to the contract with Rush Construction Company relating to the masonry work for the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit E and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

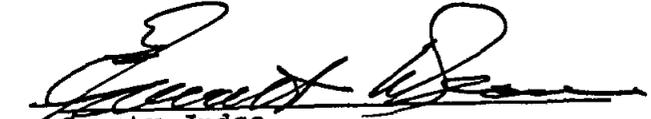
SECTION 7: That, by reason of the foregoing change orders, the total amount due on said contracts, as amended, is hereby acknowledged and determined to be set forth below and the principal amount of "Upshur County, Texas, Certificates of Obligation, Series 1985B" (and/or claims and accounts representing an undivided interest in said series of certificates) allocated and appropriated to pay said contracts, as amended, shall be and is hereby revised and changed to be as follows:

<u>Contractor</u>	<u>Contract</u>	<u>Revised Contract Amount</u>	<u>Certificates Allocated To Pay</u>
J. D. Cooper, Inc.	drywall	\$ 48,563	\$ 47,813
Universal Crane & Construction	demolition	\$ 5,520	\$ 5,520
Troy Rapp Con- crete Contractor, Inc.	concrete work	\$205,900	\$ 61,770
Mosby Mechanical Company, Inc.	plumbing, heating & AC	\$399,357	\$ 131,000
Rush Construc- tion, Inc.	masonry work	\$148,104	\$ 29,669

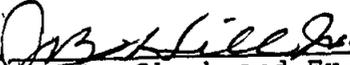
VOL. 26 PG. 137

PASSED AND ADOPTED, this the 30th day of August, 1985.

UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio Clerk
of the Commissioners' Court

(Comm. Crt. Seal)

EXHIBIT A

CHANGE ORDER
CONSTRUCTION MANAGEMENT EDITION
AIA DOCUMENT G701/CM

Distribution to:
OWNER
ARCHITECT
CONSTRUCTION MANAGER
CONTRACTOR
FIELD
OTHER

VOL 26 PG. 132

PROJECT: Upshur County Justice Center
(name, address) Gilmer, Texas

CHANGE ORDER NUMBER: 2.1

INITIATION DATE: 7/3/85

TO (Contractor):
J. D. Cooper, Inc.
P.O. Box 6216
Tyler, Texas 75711

ARCHITECT'S PROJECT NO: 8305

CONSTRUCTION MANAGER'S
PROJECT NO: 907

CONTRACT FOR: Drywall

CONTRACT DATE: 3/25/85

You are directed to make the following changes in this Contract: CONTRACT #: 9250

Drywall contractor to install all hollow metal door frames in drywall partitions and to assist with partition layout.

THIS CHANGE ORDER IS 100% JUSTICE CENTER

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) (~~Contract Sum~~) was \$ 47,463.00
Net change by previously authorized Change Orders \$ -0-
The (Contract Sum) (~~Contract Sum~~) prior to this Change Order was \$ 47,463.00
The (Contract Sum) (~~Contract Sum~~) will be (increased) (~~decreased~~) (~~unchanged~~)
by this Change Order \$ 1,100.00
The new (Contract Sum) (~~Contract Sum~~) including this Change Order will be ... \$ 48,563.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by () Days.
The Date of Substantial Completion as of the date of this Change Order therefore is

Recommended:
THE R. E. HABLE COMPANY
CONSTRUCTION MANAGER
P.O. Drawer 650, Corsicaga, Texas 75110
ADDRESS
BY [Signature] DATE 8/9/85

Approved:
HOBBS/WIGINTON/FAWCETT-Architects & Planners
ARCHITECT
3511 Cedar Springs #2/Dallas, Texas 75219
ADDRESS
BY [Signature] DATE 8/13/85

Agreed To:
J. D. COOPER, INC.
CONTRACTOR
P.O. Box 6216 / Tyler, Texas 75711
ADDRESS
BY [Signature] DATE 8-6-85

Authorized:
UPSHUR COUNTY COMMISSIONERS COURT
OWNER
Upshur County Courthouse/Gilmer, Texas 75644
ADDRESS
BY _____ DATE _____

EXHIBIT B

ARCHITECT
CONSTRUCTION MANAGER
CONTRACTOR
FIELD
OTHER

VOL 26 PG 139

PROJECT: Upshur County Justice Center
(name, address) Gilmer, Texas

CHANGE ORDER NUMBER: 3.1

INITIATION DATE: 7/3/85

TO (Contractor):

Universal Crane & Construction
P.O. Box 8883
Longview, Texas 75607

ARCHITECT'S PROJECT NO: 8305

CONSTRUCTION MANAGER'S
PROJECT NO: 907

CONTRACT FOR: Demolition

CONTRACT DATE: 3/25/85

You are directed to make the following changes in this Contract: CONTRACT #: 2100

Remove the existing floor and insulation located at the walk-in freezer.

THIS CHANGE IS 100% JUSTICE CENTER

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$ 5,270.00
Net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$ 5,270.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (Increased) (Decreased) (Unchanged) by this Change Order	\$ 250.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ...	\$ 5,520.00
The Contract Time will be increased (unchanged) by	() Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	

Recommended:
 THE R. E. HABLE COMPANY
 CONSTRUCTION MANAGER
 P.O. Drawer 650, Corsicana, Texas 75110
 ADDRESS _____
 BY [Signature] DATE _____

Approved:
 HOBBS/WIGINTON/FAWCETT-Architects & Planner
 ARCHITECT
 3511 Cedar Springs #2/Dallas, Texas 75219
 ADDRESS _____
 BY [Signature] DATE 8/13/85

Agreed To:
 UNIVERSAL CRANE & CONSTRUCTION
 CONTRACTOR
 P.O. Box 8883/Longview, Texas 75607
 ADDRESS _____
 BY [Signature] DATE _____

Authorized:
 UPSHUR COUNTY COMMISSIONERS COURT
 OWNER
 Upshur County Courthouse/Gilmer, Texas 7564
 ADDRESS _____
 BY _____ DATE _____

CHANGE ORDER
CONSTRUCTION MANAGEMENT EDITION
AIA DOCUMENT G701/CM

EXHIBIT C

Distribution to:
 OWNER
 ARCHITECT
 CONSTRUCTION MANAGER
 CONTRACTOR
 FIELD
 OTHER

VOL 26 PG 140

PROJECT: Upshur County Justice Center
 (name, address) Gilmer, Texas

CHANGE ORDER NUMBER: 4.1

TO (Contractor):
 Troy Rapp Concrete Contractor, Inc.
 602 Harper Drive
 Marshall, Texas 75670

INITIATION DATE: 7/3/85
 ARCHITECT'S PROJECT NO: 8305
 CONSTRUCTION MANAGER'S
 PROJECT NO: 907
 CONTRACT FOR: Concrete
 CONTRACT DATE:

You are directed to make the following changes in this Contract: CONTRACT #: 3100

Form and pour approximately 40 l.f. of grade beam to extend 5' below Justice Center. Finish floor at entry step location.	\$900.00
Form and pour approximately 115 l.f. of retainer wall as per attached sketch. Retainer wall is along the grade beam between the Justice Center and the Jail.	\$500.00
Furnish labor and material to pour back holes in the old Safeway bldg.	\$500.00
TOTAL CHANGE ORDER:	\$1,900.00

THIS CHANGE ORDER IS 100% JUSTICE CENTER.

Not valid until signed by the Owner, the Architect and the Construction Manager.
 Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$ 204,000.00
Net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$ 204,000.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	1,900.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ...	\$ 205,900.00
The Contract Time will be (increased) (decreased) (unchanged) by	() Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	

Recommended:
 THE R. E. HABLE COMPANY
 CONSTRUCTION MANAGER
 P.O. Drawer 650, Corsicana, Texas 75110
 ADDRESS _____
 BY [Signature] DATE 8/9/85

Approved:
 HOBBS/WIGINTON/FAWCETT-Architects & Planners
 ARCHITECT
 3511 Cedar Springs #2/Dallas, Texas, 75219
 ADDRESS _____
 BY [Signature] DATE 8/13/85

Agreed To:
 TROY RAPP CONCRETE CONTRACTOR, INC.
 CONTRACTOR
 602 Harper Drive/ Marshall, Texas 75670
 ADDRESS _____
 BY [Signature] DATE 8-5-85

Authorized:
 UPSHUR COUNTY COMMISSIONERS COURT
 OWNER
 Upshur County Courthouse/Gilmer, Texas 75644
 ADDRESS _____
 BY _____ DATE _____

EXHIBIT D

CHANGE ORDER
CONSTRUCTION MANAGEMENT EDITION
AIA DOCUMENT G701/CM

Distribution to:
OWNER
ARCHITECT
CONSTRUCTION MANAGER
CONTRACTOR
FIELD
OTHER

VOL 26 PG. 141

PROJECT: Upshur County Justice Center
(name, address) Gilmer, Texas

CHANGE ORDER NUMBER: 5.1

TO (Contractor):

INITIATION DATE: 7/3/85

Mosby Mechanical Co., Inc.
P.O. Box 8582
Longview, Texas 75607

ARCHITECT'S PROJECT NO: 8305

CONSTRUCTION MANAGER'S
PROJECT NO: 907

CONTRACT FOR: Mechanical

CONTRACT DATE:

You are directed to make the following changes in this Contract: CONTRACT #15000

DELETE WASHING MACHINE BOX. ADD 3" FDC AND PIPING IN THE
LAUNDRY ROOM 256.

THIS CHANGE ORDER IS 100% JAIL.

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$ 399,000.00
Net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$ 399,000.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	\$ 357.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ...	\$ 399,357.00
The Contract Time will be (increased) (decreased) (unchanged) by	() Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	

Recommended:
THE R. E. HABLE COMPANY
CONSTRUCTION MANAGER
P.O. Drawer 650, Corsicana, Texas 75110
ADDRESS
BY [Signature] DATE

Approved:
HOBBS/WIGINTON/FAWCETT-Architects & Planners
ARCHITECT
3511 Cedar Springs, #2/pallas, Texas 75219
ADDRESS
BY [Signature] DATE 8/3/85

Agreed To:
MOSBY MECHANICAL CO., INC.
CONTRACTOR
P.O. Box 8582/Longview, Texas 75607
ADDRESS
BY [Signature] DATE

Authorized:
UPSHUR COUNTY COMMISSIONERS COURT
OWNER
Upshur County Courthouse/Gilmer, Texas 75644
ADDRESS
BY _____ DATE

EXHIBIT 5

CHANGE ORDER
CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT C701/CM

Distribution to:

- OWNER
- ARCHITECT
- CONSTRUCTION MANAGER
- CONTRACTOR
- FIELD
- OTHER

VOL 26 PG 148

PROJECT: Upshur County Justice Center
(name, address) Gilmer, Texas

CHANGE ORDER NUMBER: 8.1

INITIATION DATE: 7/3/85

TO (Contractor):
Rush Construction Company
Rt. 6, Box 143
Gilmer, Texas 75644
Attn: James T. Rush

ARCHITECT'S PROJECT NO: 8305

CONSTRUCTION MANAGER'S
PROJECT NO: 907

CONTRACT FOR: Masonry

CONTRACT DATE:
CONTRACT #: 4200

You are directed to make the following changes in this Contract:

Provide additional masonry work required by
Proposal Request #2 Dated 4/9/85 \$210.00

THIS CHANGE ORDER IS 100% JUSTICE CENTER.

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) (Contract Sum) was	\$ 147,894.00
Net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Contract Sum) prior to this Change Order was	\$ 147,894.00
The (Contract Sum) (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order	\$ 210.00 ✓
The new (Contract Sum) (Contract Sum) including this Change Order will be . . .	\$ 148,104.00
The Contract Time will be (increased) (unchanged) by	() Days..
The Date of Substantial Completion as of the date of this Change Order therefore is	

Recommended:
 The R. E. Hable Company
 CONSTRUCTION MANAGER
 P.O. Drawer 650, Corsicana, Texas 75110
 ADDRESS
 BY [Signature] DATE

Approved.
 Hobbs, Wiginton, Fawcett - Architects & Planners
 ARCHITECT
 3511 Cedar Springs #2/Dallas, Texas 75219
 ADDRESS
 BY [Signature] 8/13/85
 DATE

Agreed To:
 Rush Construction Company
 CONTRACTOR
 Rt. 6, Box 143/Gilmer, Texas 75644
 ADDRESS

Authorized:
 Upshur County Commissioners Court
 OWNER
 Upshur County Courthouse/Gilmer, Texas 75644
 ADDRESS

BY [Signature] DATE Aug 1, 85

BY _____ DATE _____

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF UPSHUR

§
§
§

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 30th day of August, 1985, a special meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
J. W. MEADOWS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
PAUL DAVIS	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: Paul Davis Pct. #4. Among other business considered at said meeting, the attached order entitled:

"AN ORDER ratifying, confirming and approving Change Orders to certain contracts in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of additional amount to become due thereon by reason of said Change Orders and resolving other matters incident and related thereto."

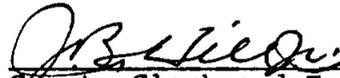
was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order and, upon a motion made by David Loyd and seconded by Gaddis Lindsey, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

3 voted "For" 0 voted "Against" 0 abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the entitled order, was posted and given in advance thereof in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of said County, this the 30th day of August, 1985.



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





UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Sept. 3, 1985

Commissioners Court met in Special Session with all members present except Paul Davis, Commissioner Pct. #4.

The Court discussed Notice of Public Hearing on Tax Increase. The proposal is to increase total tax revenues from properties on the tax roll in 1984 by 7.76%. Voting for the proposal: Everett Dean- County Judge, Gaddis Lindsey - Commissioner, Pct. #1, J. W. Meadows - Commissioner Pct. #2, David Loyd - commissioner Pct. #3. Absent and not voting was Paul Davis - Commissioner Pct. #4.

Motion by Gaddis Lindsey seconded by David Loyd to run notice of Public Hearing to be held on Sept. 16, 1985 at 9:00 A.M. at Commissioners Courtroom. Motion carried. Copy attached.