



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 11, 1985

Commissioners Court met in Regular session with all members present.

Judge Dean read the minutes of the Nov. 6, 1985 meeting. Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the minutes as read with no corrections. Motion carried.

Mr. Ritter, attorney for Robert Patterson announced that the gates put across a road in dispute were put up by I. J. Patterson and not by Robert Patterson as recorded in last meeting.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the unpaid bills from last week. Motion carried.

Charles Patterson met with the Court again concerning the road in Pct. #4 and presented a drawing showing that the road in question is not the same one that was described in a ROW deed showing it to be a private road. Mr. Ritter, attorney for Robert Patterson, also met with the Court and presented deeds showing the road to be a private road and that his client has the right to put up gates. He also stated that his client has granted access to the property owned by Charles Patterson. Mr. Lowell Holt, District Attorney, stated that in his opinion the Commissioners Court has no jurisdiction over the matter. Motion by Gaddis Lindsey seconded by David Loyd to table the matter until the next meeting. Motion carried.

Motion by J. W. Meadows seconded by Gaddis Lindsey to go into Executive Session. Motion carried.

Commissioners Court reconvened with all members present.

Motion by Gaddis Lindsey seconded by David Loyd to approve the change order on certificates of obligation. Motion carried.

Motion by David Loyd seconded by J. W. Meadows to approve change order on jail. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Paul Davis to approve payment on jail. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by David Loyd to approve claims on justice center. Motion carried.

Motion by David Loyd seconded by Paul Davis to approve the unpaid bills. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve ROW by Continental Pipe Line Company on North Upshur County School Land Abstract #557. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the purchase of a camera for the health Department. Motion carried. Copy attached.

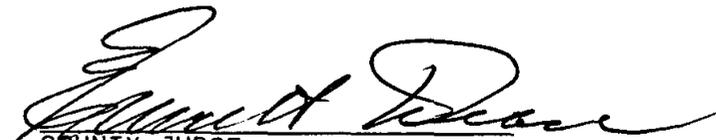
Motion by David Loyd seconded by Paul Davis to approve the vote for members of the Upshur County Appraisal District Board as follows: Ted Austin - 1,000 and Gaddis Lindsey - 497. Motion carried. Copy attached.

Motion Gaddis Lindsey seconded by J. W. Meadows to participate in the Davis vs Permian settlement. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to allow Mike Smith and one chief deputy from the tax office to attend classes toward certification on Nov. 14-Dec. 5, 1985. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by David Loyd to table appointment of library board. No vote taken.

Court went into Executive Session.

  
COUNTY JUDGE

  
COMMISSIONER PCT. #1

  
COMMISSIONER PCT. #2

  
COMMISSIONER PCT. #3

  
COMMISSIONER PCT. #4

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>
Universal Crane & Construction	steel erection	\$ 19,900
Adtec Security	detention equipment	\$336,000
Mosby Mechanical Co., Inc.	plumbing, heating & AC	\$399,357

\* includes previous change orders

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 C; 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 Universal Crane & Construction relating to the steel erection 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 Adtec Security relating to the detention equipment 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 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 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.

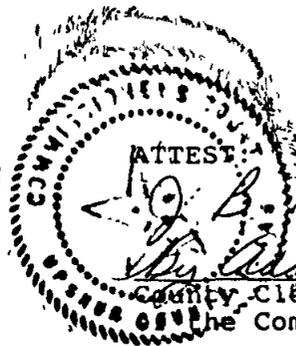
SECTION 5: That, by reason of the foregoing change orders, the total amount due on said contracts, as amended, is hereby acknowledged and determined to be set forth below and the principal amount of "Upshur County, Texas, Certificates of Obligation, Series 1985B" (and/or claims and accounts representing 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:

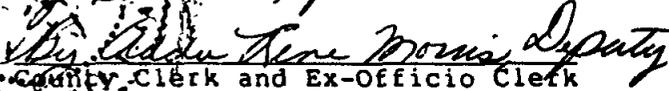
<u>Contractor</u>	<u>Contract</u>	<u>Revised Contract Amount</u>	<u>Certificates Allocated To Pay</u>
Universal Crane & Construction	steel erection	\$ 22,650	\$ 8,950
Adtec Security	detention equipment	\$336,940	\$ -0-
Mosby Mechanical Company, Inc.	plumbing, heating & AC	\$ 404,907	\$ 131,000

PASSED AND ADOPTED, this the 11th day of November, 1985.

UPSHUR COUNTY, TEXAS

  
County Judge



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

(Comm. Crt. Seal)

**CHANGE ORDER**      **EXHIBIT A**  
**CONSTRUCTION MANAGEMENT EDITION**  
AIA DOCUMENT G701/CM

Distribution to:  
OWNER   
ARCHITECT   
CONSTRUCTION MANAGER   
CONTRACTOR   
FIELD   
OTHER -Attorney

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

CHANGE ORDER NUMBER:      11.1

INITIATION DATE:      9/18/85

TO (Contractor):

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

ARCHITECT'S PROJECT NO:      8305

CONSTRUCTION MANAGER'S  
PROJECT NO:      907

CONTRACT FOR:      Erection

CONTRACT DATE:      3/25/85

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

CONTRACT NO.:      5500

Furnish and install new metal deck complete with angle iron support in the following areas where the existing tectum decking is in an unacceptable condition.

1. Down the center of the existing structure between the tectum and metal deck.
2. Along the east (back) side between existing and new construction.
3. Openings where old air conditioning units were removed.

**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) ( <del>Guaranteed Maximum Cost</del> ) was .....	\$	19,900.00	.
Net change by previously authorized Change Orders .....	\$	0.00	.
The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) prior to this Change Order was .....	\$	19,900.00	.
The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	2,750.00	.
The new (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) including this Change Order will be ...	\$	22,650.00	.
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		<u>unchanged.</u>	.

Recommended:  
THE R. E. HABLE COMPANY  
CONSTRUCTION MANAGER  
P.O. Drawer 650/Corsicana, Texas 75110  
ADDRESS  
BY William Carter      8/26/85  
DATE  
BY William Carter, Project Manager

Approved:  
HOBBS/WIGINTON/FAWCETT-Architects & Planners  
ARCHITECT  
3511 Cedar Springs #2/Dallas, Texas 75219  
ADDRESS  
BY \_\_\_\_\_      DATE \_\_\_\_\_

Agreed To:  
UNIVERSAL CRANE & CONSTRUCTION  
CONTRACTOR  
P.O. Box 8883/Longview, Texas 75607  
ADDRESS  
BY Peter Tessa      Sept 22, 1985  
DATE

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

**CHANGE ORDER**  
**CONSTRUCTION MANAGEMENT EDITION**  
 AIA DOCUMENT G701/CM

**EXHIBIT B**

Distribution to  
 OWNER   
 ARCHITECT   
 CONSTRUCTION MANAGER   
 CONTRACTOR   
 FIELD   
 OTHER

**VOL. 24 PG. 423**

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

**TO (Contractor):**  
 Adtec Security  
 7815 Mainland Drive  
 San Antonio, Texas 78250.

**CHANGE ORDER NUMBER:** 7.1  
**INITIATION DATE:** 7/3/85  
**ARCHITECT'S PROJECT NO.** 8305  
**CONSTRUCTION MANAGER'S PROJECT NO:** 907  
**CONTRACT FOR:** Detention Equipment  
**CONTRACT DATE:** 1/25/85

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

- Delete all drill-in anchors in the ceiling.
- Add weld plates and continuous plate at grating walls as per attached sketch by Adtec dated 5/16/85 and as noted by Jim Wiginton 7/1/85.

THIS CHANGE IS 100% PAID.

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 .....	\$ 336,000.00
Net change by previously authorized Change Orders .....	\$ -0-
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was .....	\$ 336,000.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order .....	\$ 940.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ...	\$ 336,940.00
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 William Hunter DATE \_\_\_\_\_

**Approved**  
 HOBBS/WIGINTON/FAWCETT-Architects & Planners  
 ARCHITECT  
 3511 Cedar Springs #2/Dallas, Texas 75219  
 ADDRESS \_\_\_\_\_  
 BY Jim Wiginton DATE 7/1/85

**Agreed To:**  
 \_\_\_\_\_  
 CONTRACTOR  
 ADDRESS \_\_\_\_\_  
 BY \_\_\_\_\_ DATE \_\_\_\_\_

**Authorized:**  
 UPSHUR COUNTY COMMISSIONERS COURT  
 OWNER  
 Upshur County Courthouse/Gilmer, Texas 75644  
 ADDRESS \_\_\_\_\_  
 BY [Signature] DATE 11-17-85

**CHANGE ORDER**                      **EXHIBIT C**  
**CONSTRUCTION MANAGEMENT EDITION**  
AIA DOCUMENT G701/CM

Distribution to:  
OWNER  
ARCHITECT  
CONSTRUCTION MANAGER  
CONTRACTOR  
FIELD  
OTHER -Attorney

RECEIVED

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

CHANGE ORDER NUMBER:      12.2

TO (Contractor):

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

INITIATION DATE:      9/18/85

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 NO.:      15000

Furnish and install exhaust fans, controls and duct work as shown on  
Proposal Request #6.

**THIS CHANGE 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) <del>(Contract Sum)</del> was .....	\$	399,000.00	.
Net change by previously authorized Change Orders .....	\$	357.00	.
The (Contract Sum) <del>(Contract Sum)</del> prior to this Change Order was .....	\$	399,357.00	.
The (Contract Sum) <del>(Contract Sum)</del> will be (increased) <del>(decreased)</del> (unchanged) by this Change Order .....	\$	<u>5,550.00</u>	.
The new (Contract Sum) <del>(Contract Sum)</del> including this Change Order will be ...	\$	<u>404,907.00</u>	.
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> (unchanged) by	(		) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	unchanged.	<u>404,907.00</u>	.

Recommended:  
THE R. E. HABLE COMPANY  
CONSTRUCTION MANAGER  
P.O. Drawer 650/Corsicana, Texas 75110  
ADDRESS  
BY William Carter, Project Manager      8/26/85      DATE

Approved:  
HOBBS/WIGINTON/FAWCETT-Architects & Planners  
ARCHITECT  
3511 Cedar Springs #2/Dallas, Texas 75219  
ADDRESS  
BY \_\_\_\_\_      DATE \_\_\_\_\_

Agreed To:  
MOSBY MECHANICAL COMPANY, INC.  
CONTRACTOR  
P.O. Box 8582/Longview, Texas 75607  
ADDRESS  
BY \_\_\_\_\_      DATE \_\_\_\_\_

Authorized:  
UPSHUR COUNTY COMMISSIONERS COURT  
OWNER  
Upshur County Courthouse/Gilmer, Texas 75644  
ADDRESS  
BY [Signature]      11-17-85      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 11th day of November, 1985, a regular 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: \_\_\_\_\_ . 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 J. W. Meadows, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

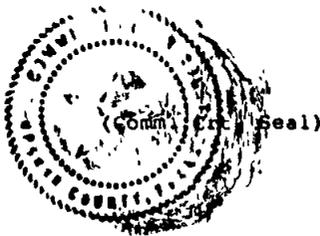
4 voted "For"      0 voted "Against"      0 abstained

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 11th day of November, 1985.

*J. B. Hill, Jr.*  
*By Addie Rene Morris, Deputy*  
County Clerk and Ex-Officio  
Clerk of the Commissioners'  
Court of Upshur County, Texas



BILLS APPROVED FOR PAYMENT November 6, 1985PAGE 1 OF 1

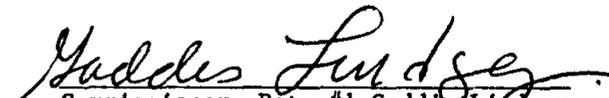
## UPSHUR CO. JAIL CONSTRUCTION FUND

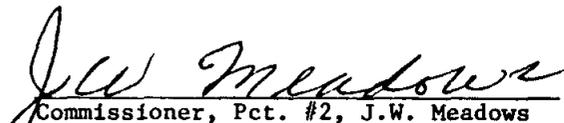
<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
100	Jail Planners, Inc.	78-775-4165	\$215.44
101	Jail Planners, Inc.	78-775-4165	2,330.10
102	Cannon's Johnny Service	78-775-4495	90.00

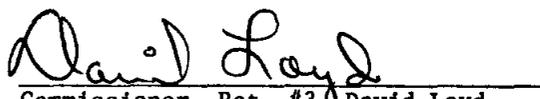
BILLS APPROVES FOR PAYMENT October 29, 1985

97	The Gilmer Mirror	78-775-4490	\$58.15
98	Purolator Courier	78-775-4495	11.75
99	John Biby	78-775-4495	15.00

  
County Judge, Everett Dean

  
Commissioner, Pct. #1 Gaddis Lindsey

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

  
Commissioner, Pct. #3, David Loyd

  
Commissioner, Pct. #4, Paul Davis

UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

11 NOV 1985

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved  
Disbursements Made from 11/11/85 thru 11/11/85

PAGE 1

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
2894	11/11/85	UPSHUR COUNTY FORD TRACTOR	\$0.10	\$0.10	PCT#4-2 BOLTS
2895	11/11/85	NOELES REFRIGERATION & AIR CON	\$5.00	\$5.00	OVERPAYMENT/#405-05 REC. #2533
2896	11/11/85	SOUND CRAFT SYSTEMS	\$5.00	\$5.00	EXT.SERV.- 1 #AD56 MICROPHONE HOLDER
2897	11/11/85	GILMER AUTO SUPPLY, INC.	\$6.08	\$6.08	PCT#3-51.FLUID.HOSE,WD 40.CLAMPS
2898	11/11/85	A & E MILL AND WELDING SUPPLY	\$6.20	\$6.20	PCT#2-ACET. & OXY. CYLINDERS
2899	11/11/85	AT & T INFORMATION SYSTEMS	\$7.95	\$7.95	AD.PROB.-LOCAL SERVICE 10/16/85 BILL
2900	11/11/85	PRITCHETT WATER SUPPLY CORP.	\$10.00	\$10.00	PCT#1-11/1/85 BILLING
2901	11/11/85	SKINNER RADIATOR SHOP	\$10.00	\$10.00	PCT#2-RADIATOR REPAIR
2902	11/11/85	COMPLETE BUSINESS SYSTEMS	\$10.25	\$10.25	CO. CLK.-1 OIL, -1 COLL.BOTTLE
2903	11/11/85	LINDA MITCHELL	\$11.60	\$11.60	AD.PROB.-TRAVEL OCTOBER '85
2904	11/11/85	ACE LOCK & SAFE SERVICE	\$14.00	\$14.00	CO.BLDGS.-8 DOUBLE S-KEYS(ELEVATOR)
2905	11/11/85	ECONOMY AUTO SUPPLY, INC.	\$17.48	\$17.48	CO.BLDGS.-PULLEY WORK, BEARINGS
2906	11/11/85	ACE HARDWARE BUILDERS SUPPLY CO	\$18.00	\$11.78 \$6.30	PCT#2- 2 SHOVELS PCT#2-BOLTS & WASHERS
2907	11/11/85	JANVAN JENKINS, D.D.S.	\$20.00	\$20.00	JAIL-KENNETH WISE (SED.FILLING)
2908	11/11/85	SHERIFF SMITH COUNTY	\$20.00	\$20.00	#405-85 EX. CC, PAGE166-JOYCE AR-S
2909	11/11/85	ELMO HOLLINS	\$22.00	\$22.00	PCT#2-20 LOADS GRAVEL @ \$1.00/LOAD
2910	11/11/85	ARATEX/IND. UNIFORM & TOWEL	\$28.86	\$14.43 \$14.43	CO.BLDG.-2 RUGS CO.BLDG.-2 RUGS
2911	11/11/85	WESTERN AUTO ASSOCIATE STORE	\$29.00	\$14.50 \$15.04	JAIL- 4 PATTERIES PCT#2-16 PLUGS
2912	11/11/85	THE GILMER MIRROR	\$30.05	\$30.05	AD.PROB.-150 COND. OF PROBATION
2913	11/11/85	JOE'S TEXACO	\$31.00	\$31.00	PCT#3-FLAT & TUBE
2914	11/11/85	SCHWAAB, INC.	\$32.70	\$34.24 \$1.54CR TAX	D.A.-2 DURA DATER
2915	11/11/85	LANIER BUSINESS PRODUCTS	\$34.00	\$34.00	CO.S.-REPLACED TOP DECK
2916	11/11/85	BARRON'S BOOKS, INC.	\$35.12	\$35.12	LIB.-2 BOOKS
2917	11/11/85	FORD MEMORIAL HOSPITAL	\$39.00	\$39.00	I-#40521470 BERNELL WILLIAMS

VOL. 24 PG. 422

VOL. 26 PG. 429

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 NOV 1985

THE SOFTWARE GROUP, INC

Minutes of Accounts Approved  
Disbursements Made from 11/11/85 thru 11/11/85

PAGE 12

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
2918	11/11/85	INMAC	\$40.00	\$40.00	CO. TAX. - 5 PRINTER RIBBONS
2919	11/11/85	DESK TOP & DATA SUPPLY	\$40.00	\$40.00	D. CT. - 4 DOZ. PENS
2920	11/11/85	WALMART STORE #146	\$51.73	\$15.77 \$20.06 \$17.33 \$7.61	PCT#1-CUPS, TOWELS CO. S. - PICTURES PCT#1-E. TISSUE, NG-LOON, S. BRUSH, NYX PCT#1-SCRAPPER, ANTIFREEZE TESTER
2921	11/11/85	TELE TOUCH CORPORATION	\$60.90	\$60.90	CO. S. - 3 TONE ONLY PAPERS
2922	11/11/85	SOUTHWESTERN BELL TELEPHONE	\$65.88	\$65.88	AD. PROC. MARION CO. 10/15/85 BILLING
2923	11/11/85	ELEX TELEPHONE COOP., INC.	\$73.98	\$18.57 \$25.38 \$30.03	PCT#3-#734-5882 11/01/85 BILLING PCT#2 #762-6265 11/01/85 BILLING PCT#1-#724-5009 11/01/85 BILLING
2924	11/11/85	BILL MCCAY	\$75.00	\$75.00	AD. PROC. - OCTOBER '85 TRAVEL
2925	11/11/85	SMITH OIL COMPANY	\$87.00	\$87.00	PCT#1-OIL
2926	11/11/85	AMERICAN PETROFINA COMPANY OF	\$89.80	\$67.58 \$22.47	CO. S. - #189-109852 GASOLINE CO. S. - #1781109852 GASOLINE
2927	11/11/85	H & D TIRE & AUTOMOTIVE	\$95.64	\$5.65 \$12.50 \$8.64 \$2.83 \$53.28 \$4.07 \$10.00	PCT#2-1 PIN PCT#1-1 LUG WRENCH PCT#1-6 CENTURY PCT#1-1 FCLT PCT.#1-3 DUMP TOOLS, 1 BATTERY PCT#4- 1 KEY SET, PAINT PCT#1-WIPER BLD. ONLY. FUNNEL/ECON RYE
2928	11/11/85	HENRY T. LYNN	\$100.00	\$100.00	PCT#1-S1 LOADS SAND @ \$2.00/LOAD
2929	11/11/85	EASTEX WELDING & SUPPLY INC.	\$125.50	\$120.00 \$5.50	PCT#1-GRINDER FOR BARN PCT#1-1 ETHYLENE & 1 OXYGEN CYLINDER
2930	11/11/85	WINN'S QUALITY BUILDERS SUPPLY	\$130.39	\$115.00 \$17.39	PCT#1-STOVE FOR CO. BARN PCT#1-PARTS FOR BARN STOVE
2931	11/11/85	TYLER UNIFORM CO., INC.	\$159.75	\$159.75	CO. S. - 2 PANTS, 3 SHIRTS
2932	11/11/85	JOANN STOCKS	\$170.60	\$170.60	AD. PROC. - OCT. '85 TRAVEL, WORKING EXP
2933	11/11/85	TODD TEFTELLER	\$185.00	\$185.00	D. CT. - #367-85 PAUL HYDEN
2934	11/11/85	FAMILY CANCER PLAN INS. CO.	\$189.06	\$189.06	#XP09 NOVEMBER BILLING
2935	11/11/85	STAFFORD LOWDON	\$291.37	\$151.76 \$39.61	CO. M. CT. - REGULAR E WELD' 28 CO. CLK. - MARRIAGE LICENSE FORMS (220)

Minutes of Accounts Approved

Disbursements Made from 11/11/85 to 11/11/85

PAGE 5

THE SOFTWARE GROUP, INC.

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
2936	11/11/85	TOPP OFFICE EQUIPMENT	\$196.00	\$196.00	D. CT. - 124 DISPLAY WRITER RIBEDON
2937	11/11/85	HARRELL MACHINERY, INC.	\$216.77	\$216.77	PCT#4-CHAIN, RING, NUTS, CAP SC
2938	11/11/85	JODAC OFFICE SUPPLY	\$229.00	\$229.00	JUV. PPOB. - 1 CHAIR
2939	11/11/85	SANDY LIVENGOOD	\$230.00	\$230.00	D. CT. - #70-PS FLORENCE MITCHELL
2940	11/11/85	VINGO FOODS	\$293.02	\$293.02	JAIL-FOOD
2941	11/11/85	WILLIAM M. JENNINGS	\$300.00	\$300.00	D. CT. - #9450 JERRY LEE CLEMENS
2942	11/11/85	TYPERIGHT BUSINESS SYSTEMS	\$354.00	\$24.00 \$330.00	LIP. - DEVELOPER FOR TA-CLIA COPIER CO. SO. - COPIER MAINTENANCE SERVIC
2943	11/11/85	W. G. FRY CORP.	\$368.00	\$368.00	D. CT. - 8 DOZ. CT. REPORTER NOTEP
2944	11/11/85	TRANSPORT LIFE INSURANCE COMPA	\$707.00	\$707.00	#K44 NOVEMBER '85 PREMIUMS
2945	11/11/85	TEXAS ASSOC. OF COUNTIES	\$1,090.00	\$1,090.00	1986 MEMBERSHIP DUES
2946	11/11/85	THE SOFTWARE GROUP	\$1,425.00	\$281.25 \$243.75 \$243.75 \$168.75 \$112.50 \$187.50 \$187.50	TX. OFF. - SOFTWARE MAINT. 10/1-12 CO. TR. - SOFTWARE MAINTENANCE 10 CO. AUD. - SOFTWARE MAINT. A/P 10 TX. OFF. - SOFTWARE MAINT. 10-12/85 D. A. - SOFTWARE MAINT. 10-12/85 D. CLK. - SOFTWARE MAINT. 10-12/85 CO. S. - SOFTWARE MAINT. 10-12/85
2947	11/11/85	GENERAL TELEPHONE COMPANY	\$1,404.96	\$28.62 \$950.12 \$34.72 \$421.52	TX. OFF. - #1FD-2004 10/20/85 BILL WATTS #44E-8604 10/28/85 BILLIN E. MGT. - #843-2328 11/04/85 BILLI D. A. - #843-5513 11/04/85 BILLING
2948	11/11/85	SOUTHWESTERN ELECTRIC POWER CO	\$2,028.63	\$2,028.69	CO. BLDGS. - #016301C17414 11/4/85
2949	11/11/85	ABDUL H SH AL MARASHY M. D.	\$2,625.00	\$2,625.00	JAIL-MEDICAL JAMES ELDER
2950	11/11/85	GEORGE P. BANE, INC.	\$7,751.00	\$220.00 \$7,541.00	PCT#3-OIL/NEW TIGER MOWER PCT#3-ROTARY SIDE MOW. AT FACH. #
- Total:			\$21,663.27		

*David Lloyd*  
 Commissioner Pct. #1, David Lloyd

*Everett Dean*  
 County Judge, Everett Dean

*David Lindsey*  
 Commissioner Pct. #1, David Lindsey

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

VOL. 24 PG. 430

7-28  
REV. 3-1-66

**RIGHT OF WAY AGREEMENT  
(STANDARD FORM)**

FOR AND IN CONSIDERATION of the sum of TEN and  $\frac{10}{100}$   
10  $\frac{10}{100}$  Dollars (\$10  $\frac{10}{100}$ ), in hand paid, the receipt  
of which is hereby acknowledged North Upshur County School Land

hereinafter referred to as Grantor  
does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City,  
Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect,  
alter, repair, operate, protect, remove and relay a pipe line ~~or pipe lines~~, for the transportation of oil and gas  
and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters  
and other equipment and appurtenances as may be necessary or convenient for such operations and, if neces-  
sary, to construct, maintain, operate, remove and replace communication and control facilities upon, over,  
through and under the following described land situated in Waylor County,  
State of Texas to wit:

North Upshur County School Land - Abstract # 557

together with the rights of ingress and egress to and from said line ~~or lines~~, or any of them, for the purposes  
aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the  
dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be neces-  
sary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which  
may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein  
granted. Grantee shall have the right to change the size of its pipe, the damages, if any, in making such  
change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engi-  
neering works, or other structure over said pipe line ~~or lines~~ nor permit same to be done by others.

Any pipe line ~~or lines~~ constructed by Grantee across lands under cultivation shall, at the time of con-  
struction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of  
Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated  
on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid  
after the first line.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in  
part, vesting in any other person, firm or corporation the ownership of one or ~~more pipe lines~~ or an undivided  
interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair,  
operation, replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors,  
administrators, personal representatives, successors and assigns of the parties hereto

WITNESS the execution hereof the 31 day of October 1955

In the presence of:

Ernest Dean  
Haddis Lindsey  
J. W. Meadows  
David Roy  
James

Tract No. 141  
No. of Rods 16  
Check No. 10912  
Charge D.F.E. C.P.L. - 5269  
Capra Oil + Gas  
Heydwick lease

VOL. 26 PG. 432

STATE OF Texas } ss.  
COUNTY OF Upshur }

(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this 11 day of November 19 85, personally appeared Everett Dean, Gaddis Lindsey,

J. W. Meadows, David Loyd and Paul Davis, Commissioners Court of Upshur County known to me to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires 7-28-88



BOBBIE HANKINS  
Notary Public, State of Texas  
My Commission Expires

Bobbie Hankins  
Bobbie Hankins Notary Public

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Texas Form)

Before me, \_\_\_\_\_, a notary public in and for \_\_\_\_\_ County, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared \_\_\_\_\_, wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_  
My commission expires:

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Colorado Form)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by \_\_\_\_\_

Witness my hand and official seal.  
My commission expires:

Notary Public

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Wyoming Form)

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand the day and year first above written.  
My commission expires: \_\_\_\_\_  
Notary Public

No. 10911

Continental Pipe Line Company  
Ponca City, Oklahoma

1769 BA, 1-

10-31-1985

86-204  
1031

Pay To The Order Of

*G. N. London*

\$ 160.00

*One hundred sixty and 00/100*

Dollars

*166 Rader in Back in County  
North Upshur County, State of Iowa*

Payable Through *Account # 557.00*

*First National Bank and Trust Company  
Ponca City, Oklahoma 74601*

Continental Pipe Line Company

*Kelly [Signature]*  
Authorized Signature

REF. CIL 5169 - *Letter Oklahoma Highway Dept*

VOL. 26 PG. 434

*Upshur County Health Dept.*

BOX 639

GILMER, TEXAS 75644

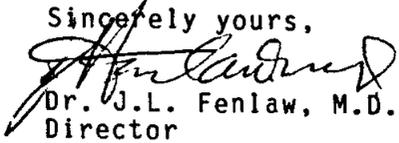
November 6, 1985

Re: Camera Purchase

TO WHOM IT MAY CONCERN:

The Upshur County health Department would like to purchase a Kodak Instamatic Camera Model 940 costing \$56.10. The old camera we have does not work.

Sincerely yours,



Dr. J.L. Fenlaw, M.D.  
Director  
Upshur County Health Department

JLF:jm

NOV 13 1985

DL -

ELECTION FOR APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Members to be Elected for Upshur Co., Texas  
in Compliance with H. B. 621

November 15, 1985

- |    |                   |             |
|----|-------------------|-------------|
| 1. | Ted Austin        | <u>1000</u> |
| 2. | Keith Barber      | _____       |
| 3. | S. R. Collins     | _____       |
| 4. | Gaddis Lindsey    | <u>497</u>  |
| 5. | James M. Marshall | _____       |
| 6. | Ricky Shipp       | _____       |

Signature of Voters  
of this Ballot

[Signature]  
Gaddis Lindsey  
James Marshall  
David Boyd  
[Signature]

FILED  
J.D. H...  
COUNTY

1985 NOV 11 PM 1:28

UPSHUR COUNTY, TX.

BY \_\_\_\_\_

IN THE DISTRICT COURT OF  
MIDLAND COUNTY, TEXAS  
142ND JUDICIAL DISTRICT

W. R. DAVIS, ET AL

V.

THE PERMIAN CORPORATION

§  
§  
§  
§  
§

NO. B-29,021

I HEREBY ELECT TO PARTICIPATE IN THE SETTLEMENT OF THE  
CAPTIONED CAUSE.

11-11-1985  
DATE

  
SIGNATURE

EVERETT DEAN  
PRINT NAME EXACTLY AS IT  
APPEARS BELOW

UPSHUR COUNTY  
ATTN COUNTY TREASURER  
P O BOX 730  
GILMER TX 75644

Have you: (1) signed this form?  
(2) dated this form?

If so, mail to: Midland County District Clerk  
Attention: Davis Class Action  
P.O. Box 1922  
Midland, Texas 79702

J.B. ...  
CO

1985 NOV 11 PM 1:33

UPSHUR COUNTY

BY \_\_\_\_\_



DATE: November 6, 1985  
TO: Tax Office Personnel  
FROM: Gerald W. Pinson, Ph.D. *GW*  
Dean of Continuing Education  
SUBJECT: Continuing Education for Tax Office Personnel

Kilgore College is continuing its series of courses leading to the registration and certification required of all persons involved in the appraisal of property for ad valorem tax purposes. Students passing these courses will receive credit toward the Certified Tax Assessor, granted by TAAO, as well as the Registered Professional Assessor, granted by the Board of Tax Assessor Examiners.

Market Approach to Value, Course No. 220, will begin on Thursday, November 14 and will meet from 6:30 to 9:30 on Tuesday and Thursday through December 5, 1985.

Tuition for this course will be \$30.00 plus \$4.00 for a book. Mrs. Vaudeane Bennett will be the instructor. If you have any questions please contact me at 983-8215 or 753-5783.

pr

NOV 14 1985 2:29

BY