



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

November 18, 1985

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of the Nov. 11, 1985 meeting. Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the minutes as read with no corrections. Motion carried.

Motion by David Loyd seconded by J. W. Meadows to approve contract between Upshur County and Texas Department of Health effective Sept. 1, 1985 - Aug. 31, 1986. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to enter order from Judge Mullanax appointing Nanette R. Wein as County Auditor in Commissioner Court minutes. Motion carried. Copy not received.

Motion by David Loyd seconded by Gaddis Lindsey to advertise for bids on truck for Pct. #3. Bids to be opened Dec. 9, 1985. Motion carried.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the unpaid bills. Motion carried. Copy attached.

Bybie Weisinger, Highway Engineer for the State of Texas, met with the Court concerning intersections of county roads and state highways. He explained that he had accepted responsibility for the maintenance of the intersections in the past but that the narrowness of some of the roads and the county use of 12" pipe instead of 18" pipe that the state requires now necessitates some county assistance. Motion by David Loyd seconded by Gaddis Lindsey to adopt a policy, at the request of the State, to furnish tile to the State to repair intersections of county roads and state highways. Motion carried.

Motion by J. W. Meadows seconded by David Loyd to place the oath of Nanette R. Wein in Court minutes. Motion carried. Copy not received.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve bill to Carey Williamson, Attorney at Law, for service on the collection of delinquent taxes for the County Tax Collector/Assessors Office after confirmation by the Treasurer and Auditor. Motion carried. Copy attached.

Mrs. Morrison, County Librarian, and Oley Sansom, President of Friends of the Library, met with the Court and expressed the need for a Library Board. They explained what some of the duties of the Board might be and the help that it would be to the Court.

Motion by Gaddis Lindsey seconded by David Loyd to appoint the following people to serve a one year term on the Library Board: Oley Sansom, Mozelle Duncan, Lynn Roberts Moore, Malcolm Smith, Frankie Lindley, Eartha Mae Lynn, Steve Williams, Fredia Sansom, Mrs. David Mooney, Bonnie Fae Caldwell and Mrs. Jack Forrester. Motion carried.

Motion by Paul Davis seconded by J. W. Meadows to make Oley Sansom Chairman of the Library Board. Motion carried.

Court went into Executive Session.

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER PCT. #1

[Signature]
COMMISSIONER PCT. #2

[Signature]
COMMISSIONER PCT. #3

[Signature]
COMMISSIONER PCT. #4

VOL. 26 PG. 440

TDH Document No. C 6000564

STATE OF TEXAS
COUNTY OF TRAVIS

LOCAL HEALTH SERVICES
C O N T R A C T

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY,
acting through its Deputy Commissioner for Management and Administration,
and COUNTY OF UPSHUR
(Authorized Contracting Entity)

acting through UPSHUR COUNTY HEALTH DEPARTMENT
(Name of PERFORMING AGENCY)

hereinafter referred to as PERFORMING AGENCY, acting through

EVERETT DEAN
(Name of Person Authorized to Sign Contracts)

its COUNTY JUDGE
(Title of Person Authorized to Sign Contracts)

mutually agree as follows:

ARTICLE 1. Scope of Work

PERFORMING AGENCY shall perform the work outlined in the Scope(s) of Work which is/are hereby incorporated and made a part of this contract as Attachment(s) 1, plus amendments which may be added by additional Attachment(s) from time to time as hereinafter provided.

ARTICLE 2. Terms

The term of this contract shall be governed by the time period on the Attachment(s). No commitment of contract funds is permitted prior to the first day of the Attachment term nor subsequent to the last day of the Attachment term. The term may be extended by amendment(s).

ARTICLE 3. Applicable Laws and Standards

This contract shall be governed by the laws of the State of Texas.

PERFORMING AGENCY agrees that the Uniform Grant and Contract Management Standards (UGCMS), Article 4413, Section 32g, V.A.C.S., will apply as terms and conditions of this contract, and the standards are adopted by reference in their entirety. If there is a conflict between the provisions of this contract and UGCMS, the provisions of UGCMS will prevail unless expressly stated otherwise. A copy of this manual and its references are provided to PERFORMING AGENCY by RECEIVING AGENCY upon request.

UGCMS contains requirements in OMB Circulars No. A-102 and A-87 that pass-through with State and Federal monies including but not limited to:

1. allowable costs in applicable Cost Principles, A-87;
2. financial management standards, A-102, Attachment G;
3. procurement, A-102, Attachment O; and
4. audit requirements, A-102, Attachment P.

In addition, A-102, Attachment O, sets out provisions that must be in all contracts. Those provisions are hereby adopted when applicable, and include but are not limited to: audit and record access and retention; Equal Employment Opportunity; environmental and energy protection laws and regulations.

PERFORMING AGENCY will comply with the requirements set forth in the enabling Federal legislation, as set out in the Attachment(s) hereto, Treasury Circular 1075 (31 CFR Part 205) and all other Federal laws and regulations applicable to Federal funding source(s) in this contract.

PERFORMING AGENCY will utilize RECEIVING AGENCY policies and procedures for hiring and promoting individuals into state budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY Bureau of Personnel Management. The purpose of the approval is to insure that individuals occupying these state budgeted positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall have in place legally sufficient Due Process Hearing Procedures for all of its state budgeted employees.

The Director of PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer any and all state budgeted personnel funded by Attachment(s) to this contract; provided, however, that any demotions, suspension, or discharge of such state budgeted employees shall be in accordance with the Due Process Hearing Procedures as set out above. All personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions. The only distinction between state budgeted and local paid employees is that employees on state budgeted positions receive state benefits, and are subject to certain obligations as state employees, as contained in state law. These obligations include provisions that no employee paid on a State budgeted position may receive a salary supplement from any other source. PERFORMING AGENCY agrees to defend and indemnify RECEIVING AGENCY for any and all claims and/or judgements taken against any employees, state or local, or against said RECEIVING AGENCY, arising out of any claims or cause of action against any such employees.

ARTICLE 4. Compensation and Payment

For services satisfactorily performed pursuant to the Scope(s) of Work, PERFORMING AGENCY shall have furnished or be reimbursed by RECEIVING AGENCY an amount not to exceed the total of all Attachment(s) which are attached hereto. Allowable costs shall be only as outlined in the Attachment(s).

PERFORMING AGENCY will not bill RECEIVING AGENCY for any costs under this contract which have also been billed or should have been billed to any other funding source.

Costs claimed for reimbursement must be substantiated. With proper justification, and concurrence of RECEIVING AGENCY, PERFORMING AGENCY may request advance payment under this contract in accordance with the applicable provisions of this contract.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of an Attachment in lieu of being furnished state payroll warrants after a state budgeted position becomes vacant. Reimbursement shall not exceed the balance of funds on the state budgeted position after all benefits, obligations, and/or other entitlements are met. J. L. FENLAW, M.D., DIRECTOR, UPSHUR COUNTY, HEALTH DEPARTMENT, (title and name of person) is authorized to request such transfer for PERFORMING AGENCY, the method and format of which shall be prescribed by RECEIVING AGENCY.

PERFORMING AGENCY shall submit certified vouchers according to the procedures set out in this contract. At the close of each quarter, a signed financial report, the format of which is in the UGCMS, must be submitted.

ARTICLE 5. Funding

PERFORMING AGENCY shall use funds from this contract to supplement its budget. These funds will in no event supplant existing funds currently available to PERFORMING AGENCY.

PERFORMING AGENCY agrees to assign to RECEIVING AGENCY expenditures of local funds for public health services as matching for Federal funds. Such assigned local matching funds shall be reported to RECEIVING AGENCY on the annual final report (Form 270). In the event such assigned funds are required by PERFORMING AGENCY to match other Federal funds, prior written approval must be obtained from RECEIVING AGENCY to withdraw the assigned funds from RECEIVING AGENCY.

This contract is contingent upon funding being available for the term of the Attachment(s) and PERFORMING AGENCY shall have no right of action against RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to perform its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to RECEIVING AGENCY or lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article in this contract shall apply.

ARTICLE 6. Program Income

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this article. Such program income shall be retained by PERFORMING AGENCY and; (1) be used by PERFORMING AGENCY for any purposes which further the objectives of legislation under which the contract was made and be deducted from total project costs, or (2) be deducted from total project costs, according to

RECEIVING AGENCY policy interpreting UGCMS, a copy of which is provided as supplementary material to the UGCMS manual.

PERFORMING AGENCY shall develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of Article 4414c, V.C.S., and the Texas Board of Health rules covering fees for Clinical Health Services (25 TAC, Sec. 1.19) and other applicable laws; provided, however, that a patient may not be denied a service due to inability to pay.

ARTICLE 7. Records

PERFORMING AGENCY will have a system in effect to protect from inappropriate disclosure of patient records maintained in connection with the activities funded under this contract.

ARTICLE 8. Reports and Inspections

PERFORMING AGENCY shall make financial, program, progress, and other reports as requested by RECEIVING AGENCY in the format agreed to by the parties hereto and will arrange for onsite inspections by RECEIVING AGENCY. PERFORMING AGENCY shall participate fully in any required evaluation study.

PERFORMING AGENCY will furnish RECEIVING AGENCY an annual budget of PERFORMING AGENCY on forms provided by RECEIVING AGENCY. The budget shall be for PERFORMING AGENCY current fiscal year ending SEPTEMBER 30, 1986. The budget shall be shown by object of expense category and include all funding sources. The personnel category shall include position classification and gross salary for all employees.

ARTICLE 9. Amendments

This contract may be amended as provided in Article 4, or by the addition of Attachments(s) containing additional Scope(s) of Work and Budget(s) related to same, or by revision of existing Attachment(s) and the Scope(s) of Work and/or Budget(s); such Attachment(s) to be duly executed by the parties as hereinabove provided.

This contract shall not be altered, changed, or amended except by instrument in writing executed by authorized officials of the parties hereto.

ARTICLE 10. Property and Supplies

Subject to the obligations and conditions set forth in this contract and UGCMS, title to all property purchased from funds provided herein shall vest upon acquisition with PERFORMING AGENCY. PERFORMING AGENCY shall maintain a property and supplies inventory and administer a program of maintenance, repair, and protection of assets provided under this contract so as to assure their full availability and usefulness for performance under this contract.

RECEIVING AGENCY retains the option to recover all unused supplies and useable equipment furnished under this contract upon the termination of relationship of the parties hereto. This also includes acquisitions through lease-purchase agreements with funds provided under this contract or with funds provided by program income attributable to the programs provided for under this contract.

In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to, the assets provided under this contract during the period of this contract, it shall use the proceeds to repair or replace said assets.

ARTICLE 11. Discrimination Prohibited

No person in the United States shall on the grounds of race, creed, color, handicap, age, ability to pay, sex, or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The parties will comply with the regulations promulgated by the Secretary of DHHS, with the approval of the President of the United States, pursuant to Title VI of the Civil Rights Act of 1964 (45 CFR Part 80).

In addition, PERFORMING AGENCY shall comply with the provisions of the Rehabilitation Act of 1973, Public Law 93-112, Section 504, which ensures that no individual "shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination in this program."

ARTICLE 12. Severability

If any provision(s) of this contract shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision(s) shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue.

ARTICLE 13. Scope of Agreement

This contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the Attachment(s) and all such covenants, agreements, and understandings have been merged into this written contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

ARTICLE 14. Termination

This contract or any Attachment(s) hereto may be terminated by either of the parties hereto for noncompliance by the other party. A party intending to terminate for noncompliance by the other party shall provide written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall include the reasons for the

termination and shall provide the other party an opportunity to rebut the reasons in writing. A hearing may be requested on the proposed termination if such request is made in writing within ten (10) days from any final notification of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract.

This contract or any Attachment(s) hereto may be terminated in whole, or in part, when both parties agree that continuation would not produce results commensurate with further expenditure of funds. Both parties shall agree on the effective date and, in the case of partial termination, the portion to be terminated. RECEIVING AGENCY shall immediately send PERFORMING AGENCY written notice of the terms agreed to and such notice shall become a part of the contract. PERFORMING AGENCY shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. RECEIVING AGENCY shall allow full credit to PERFORMING AGENCY for noncancelable obligations which were properly incurred prior to the termination date.

This contract or any Attachment(s) hereto may be terminated if funds allocated for any Attachment(s) hereto should become reduced, depleted, or unavailable during any Attachment(s) budget period, and RECEIVING AGENCY is unable to obtain additional funds for such purposes. RECEIVING AGENCY shall immediately provide written notification to PERFORMING AGENCY of such fact and such Attachment(s) to this contract is/are terminated upon receipt of that notification. PERFORMING AGENCY shall not incur new obligations after the effective date and shall cancel as many outstanding obligations as possible. RECEIVING AGENCY shall allow full credit to PERFORMING AGENCY for noncancelable obligations which were properly incurred prior to the termination date.

This contract or any Attachment(s) hereto may be terminated in the event that Federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this contract, on the part of either party, unreasonable or impossible. If the parties should be unable to agree upon amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by RECEIVING AGENCY to PERFORMING AGENCY, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

ARTICLE 15. Financial Reporting Requirements

The following prescribes uniform procedures and the standard forms for PERFORMING AGENCY to:

1. request reimbursements and/or advance payment, and
2. summarize and report expenditures and unexpended funds.

Reimbursements

Monthly, or as needed, PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form #AG-37).

Advance Payment

PERFORMING AGENCY may request an advance with proper justification and concurrence of RECEIVING AGENCY. Amount of the advance shall be determined by the amount and term of the Attachment(s); however, for each Attachment, the amount of the advance shall not exceed one-sixth (1/6th) of the Attachment amount. The advance will be requested on a State of Texas Purchase Voucher at the beginning of the Attachment period or at a single later time in the Attachment period if circumstances so warrant and the request is approved. Advance funds will be liquidated in the final months of the Attachment period so that, after final monthly billing, PERFORMING AGENCY will not have advance funds on hand. Advance funds may be drawn only to meet immediate cash needs for disbursement (UGCMS and Federal Circulars).

Reports

Quarterly - PERFORMING AGENCY shall submit a Financial Status Report State Supplemental Form 269a (TDH Form #GC-4) by the twentieth (20th) of the month following a quarter. Reporting requirements apply regardless of whether or not costs have been incurred.

Annual/Final - PERFORMING AGENCY shall submit no later than 90 days after the end of the Attachment period final quarterly Financial Status Report State Supplemental Form 269a and Request for Advance or Reimbursement Form 270. If necessary, a State of Texas Purchase Voucher will also be submitted if all costs have not been recovered or a refund will be made of excess monies if costs incurred were less than funds received.

EXECUTED IN TRIPLICATE ORIGINALS ON THE DATES INDICATED.

CONTRACTING ENTITY
FOR AND IN BEHALF OF
PERFORMING AGENCY

RECEIVING AGENCY

By [Signature]
(Signature of Person Authorized
to Sign Contracts)

By Hernas L. Miller
Deputy Commissioner
Management and Administration

Title COUNTY JUDGE

Date NOVEMBER 18, 1985

Date _____

Recommended:

Recommended:

By [Signature]
(PERFORMING AGENCY Director,
if different from above)

By C. C. Eaves M.D.
C. C. Eaves, M.D.
Associate Commissioner
Community and Rural Health

Print or Type
PERFORMING AGENCY Address:

Approved as to Form:

P. O. BOX 639 (COURTHOUSE)
(Mailing Address)

By Office of General Counsel

(Street Address, if different)

GILMER, TEXAS 75644
(City, Zip Code)

ATTACHMENT NO. 1

PERFORMING AGENCY: UPSHUR COUNTY HEALTH DEPARTMENT
PROGRAM WITHIN RECEIVING AGENCY (TDH): COMMUNITY AND RURAL HEALTH
TERM: September 1, 1985 through August 31, 1986

SCOPE OF WORK:

The state direct assistance and other funds to health departments are intended to supplement in the delivery of comprehensive public health services to protect the health of all citizens in the department's jurisdiction. Personal health services may include, but are not limited to, immunizations, maternal and child health, crippled children, adult health, tuberculosis control, chronic disease, dental health, public health education, and venereal disease control. Environmental health services may include, but are not limited to, food inspections, wastewater control, vector control, premise inspections, swimming pool inspections, and other services as related to the particular problems of the jurisdiction.

Required personnel, payroll, and time records on state budgeted personnel as the basis for issuance of state payroll warrants shall be submitted to RECEIVING AGENCY.

Reports of services performed under this attachment shall be submitted to the Office of Community and Rural Health. Also, evidence that a public hearing was held on expenditure of health block grant funds and an annual audit report shall be submitted.

LEGAL AUTHORITY:

Current Appropriations Bill.

BUDGET:

The attached list of positions and budgetary amounts, exclusive of category 41 if applicable, is an integral part of Attachment 1. A state warrant will be issued for each filled position in the amount of monthly net salary earnings.

Total amount of this Attachment shall not exceed \$43,795.92.

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Invoice Reconciliation for Batch: 111885*1

18 NOV 1985
PAGE 1

Invoice Id	Vendor Id	Ven Inv/Cr	Date Due	Disc Date	Appl Date	Gross Amount.	Expense Account	Exp Amounts.
7075	ETEX	1101850	11/18/85		11/01/85	\$24.80	18-614-4330 18-614-4335	\$ 22.45 \$ 2.35
7076	ULTIMATE	023839	11/18/85		11-01-85 10-02-85	\$2,415.00	10-499-4400 10-411-4400 10-497-4400	\$ 480.00 \$ 1,788.00 \$ 147.00
Batch Total						\$2,439.80		

Janet Dean
Hadden Lindsay
JW Meadows
David Loyd
Paul [unclear]

NOV 19 3 46
61

7077

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MICHEAL L. SMITH

TAX ASSESSOR-COLLECTOR

UPSHUR COUNTY

GILMER, TEXAS 75644

PHONE (214) 843-3083

P. O. BOX 730

November 14, 1985

Commissioner's Court
Upshur County

The Upshur County Tax Office has collected delinquent taxes for the following:

August 1985	-	\$72,345.18	X	15%	=	\$10,851.78
September 1985	-	\$32,395.86	X	15%	=	\$4,859.38
TOTAL DUE	-					<u>\$15,711.16</u> ✓

The above should be remitted to Carey Williamson, Attorney, Inc., Dept 169, P. O. Box 4900, Tyler, Texas 75712.

Michael L. Smith

MICHEAL L. SMITH
Tax Assessor-Collector

MLS/mjs

mls
YNH
10-409-4440
11-18-85
11-18-85

NOV 14 1985

Quintin Brown
Gaddis Lindsey
JW Mentow
David Loyd
Paul...

EXCHANGE CERTIFICATE

THE STATE OF TEXAS

§
§
§

COUNTY OF UPSHUR

WE, the undersigned officials of Upshur County, Texas,
DO HEREBY CERTIFY as follows:

1. Upshur County, Texas, has duly received from the First National Bank, Gilmer, TEXAS, claims and accounts totalling in amount \$171,893.10, representing an undivided interest in that series of certificates of obligation known as "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, such claims and accounts being more particularly described in Exhibit A attached hereto, which is incorporated herein by reference and made a part of this certificate for all purposes.

2. The above described claims and accounts were duly authorized to be exchanged for the certificates of obligation by the Commissioners' Court of Upshur County, Texas, pursuant to an order passed on November 11, 1985 and we have on this date executed, sealed and delivered to the First National Bank, Gilmer, Texas, the following described certificates of obligation in exchange for such claims and accounts, to wit: "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, being certificates numbered 1 through 34, each in the denomination of \$5,000, and aggregating in principal amount of \$170,000.

3. In further consideration of the exchange of claims and accounts for certificates of obligation, there was issued and delivered to said Bank claim and account number _____ in the amount of \$1,893.10, representing the excess amount of claims and accounts authorized to be exchanged for certificates of obligation pursuant to an order passed by the Court on November 11, 1985.

4. Upon the delivery of the aforementioned certificates to said Bank, the undersigned caused the above described claims to be duly cancelled.

TO CERTIFY WHICH, witness our hands and the seal of the Commissioners' Court of Upshur County, Texas, this November 11, 1985



(Comm. Crt. Seal)

UPSHUR COUNTY, TEXAS

[Signature]
County Judge

[Signature]
County Clerk

[Signature]
County Treasurer

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
1	Universal Crane & Construction	\$ 4,743.00	demolition
2	Ed Warner Construction, Inc.	1,350.00	site work
3	J. D. Cooper, Inc.	7,425.00	drywall work
4	Mosby Mechanical, Inc.	28,530.00	plumbing, heating & AC
5	Troy Rapp Concrete Contractor	5,850.00	concrete work
6	Royal Plastering Co.	591.30	plastering
7	Troy Rapp Concrete Contractor	24,086.00	concrete work
8	Mosby Mechanical, Inc.	4,500.00	plumbing, heating & AC
9	Universal Crane & Construction	5,022.00	steel erection
10	Mosby Mechanical, Inc.	5,850.00	plumbing, heating & AC
11	Mosby Mechanical, Inc.	6,750.00	plumbing, heating & AC
12	Industrial Metal Fabricators	12,870.00	structural steel
13	Rush Construction Co.	14,646.00	masonry work
14	Royal Plastering Co.	12,150.00	plastering
15	Troy Rapp Concrete Contractor	1,259.80	concrete work
16	Mosby Mechanical, Inc.	8,100.00	plumbing, heating & AC
17	J. D. Cooper, Inc.	6,300.00	drywall work
18	Industrial Metal Fabricators	6,300.00	structural steel
19	Byron Crook Electric Co.	15,570.00	electrical work

THIS INSTRUMENT SHOULD HAVE BEEN IN MINUTES OF NOV. 11, 1985 BUT WAS NOT RECEIVED UNTIL NOV. 19, 1985.

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

J. B. Hill, Jr.

NOV 19 1985

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

COUNTY OF UPSHUR

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§
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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: none. Among other business considered at said meeting, the attached order entitled:

"AN ORDER authorizing and approving the funding or exchange of claims and accounts for 'Upshur County, Texas, Certificates of Obligation, Series 1985B'; 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 Gaddis Lindsey and seconded by David Loyd, 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.
County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Upshur County, Texas

THIS INSTRUMENT SHOULD HAVE BEEN IN
MINUTES OF NOV. 11, 1985 BUT WAS
NOT RECEIVED UNTIL NOV. 19, 1985.

J. B. Hill, Jr.
J. B. Hill, Jr., Co. Clerk

NOV 19 1985 1:42

J. B. Hill, Jr.

SIGNATURE AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS

§
§
§

COUNTY OF UPSHUR

WE, the undersigned, officials of Upshur County, Texas (the "Issuer"), do hereby certify as follows:

(1) This Certificate is executed and delivered with reference to the following described obligations: "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1985B", dated February 15, 1985 (the "Certificate Date"), in the aggregate principal amount of \$170,000, being certificates numbered 1 through 34 (the "Certificates").

(2) The Certificates have been duly and officially executed by the undersigned County Judge and County Clerk with their manual or facsimile signature in the same manner appearing hereon, and the undersigned County Judge and County Clerk hereby adopt and ratify their respective signatures in the manner appearing on each of the Certificates whether in manual or facsimile form, as the case may be, as their true, genuine and official signatures.

(3) The undersigned County Treasurer officially executed and signed the above described Certificates by manually signing each of said certificates in the same manner as my signature appears below, and placing the date of its registration thereon in evidence of the registration thereof as obligations of the County.

(4) On the Certificate Date and on the date hereof, we were and are the duly qualified and acting officials of the Issuer indicated below.

(5) The legally adopted proper and official corporate seal of the Commissioners' Court of the County is impressed, imprinted or lithographed on all of the Certificates and impressed on this Certificate.

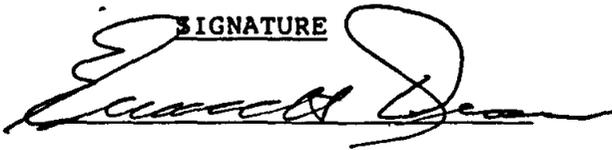
(6) - No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Certificates or questioning the issuance or sale of the Certificates, the authority or action of the governing body of the Issuer relating to the issuance or sale of the Certificates, the levy of taxes to pay the

principal of and interest on the Certificates or materially affecting the assessment or collection of taxes to pay the principal of and interest on the Certificates; and that neither the corporate existence or boundaries of the Issuer nor the right to hold office of any member of the governing body of the Issuer or any other elected or appointed official of the Issuer is being contested or otherwise questioned.

(7) No petition or other request has been filed with or presented to any official of the Issuer requesting that any proceedings authorizing the issuance of the Certificates adopted by the governing body of the Issuer be submitted to a referendum or other election; no authority or proceeding for the issuance, sale or delivery of the Certificates, passed and adopted by the governing body of the Issuer, has been amended, repealed, revoked, rescinded or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Certificates remain in full force and effect as of the date of this Certificate.

EXECUTED AND DELIVERED this November 19, 1985.

(Commissioners' Court Seal)

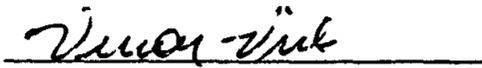
SIGNATURE


OFFICIAL TITLE

County Judge,
Upshur County, Texas



County Clerk,
Upshur County, Texas



County Treasurer,
Upshur County, Texas

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

First National Bank
(Bank)
Gilmer, Texas

By 
Authorized Officer *Dec V.P.*

(Bank Seal)

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

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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: none. Among other business considered at said meeting, the attached order entitled:

"AN ORDER authorizing and approving the funding or exchange of claims and accounts for 'Upshur County, Texas, Certificates of Obligation, Series 1985B'; 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 Gaddis Lindsey and seconded by David Loyd, 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 17th day of November, 1985.



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

EXCHANGE AND PAYMENT RECEIPT

THE STATE OF TEXAS
COUNTY OF UPSHUR,

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I, the undersigned, Melvin Cross of the First National Bank, Gilmer, Texas, DO HEREBY CERTIFY as follows:

1. That on the 19 day of November, 1985, said Bank received from certain County officials of Upshur County, Texas, the following described certificates of obligation, to wit:

"Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, being certificates numbered 1 through 34, each in the denomination of \$5,000, and aggregating in principal amount of \$170,000,

which certificates were delivered to said Bank in exchange for claims and accounts representing an undivided interest in said series of certificates and held by the Bank, totalling in amount \$171,893.10, a listing of the claims and accounts exchanged for said certificates being attached hereto as Exhibit A.

2. That said Bank is the owner or holder of the claims and accounts exchanged for the above described certificates, such claims and accounts having been assigned to the Bank by the payees named therein at the time payment of the face amount of each claim was made by the Bank to such payee.

3. That said Bank further acknowledges receipt from said County officials of a claim and account bearing the number 28 and issued in the amount of \$1,893.10,

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representing the excess amount of claims and accounts exchanged for the above described certificates of obligation.

TO CERTIFY WHICH, witness my hand and the seal of said Bank, this 19 November 1985.

FIRST NATIONAL BANK
Gilmer, Texas

By *M. J. [Signature]*

Title: *Pres.*

(Bank Seal)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 19 day of November, 1985.



MURIEL LENHART
My Commission
Expires 11/21/89

Muriel Lenhart
Notary Public, State of Texas
My Commission Expires: _____

(Notary Seal)

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
1	Universal Crane & Construction	\$ 4,743.00	demolition
2	Ed Warner Construction, Inc.	1,350.00	site work
3	J. D. Cooper, Inc.	7,425.00	drywall work
4	Mosby Mechanical, Inc.	28,530.00	plumbing, heating & AC
5	Troy Rapp Concrete Contractor	5,850.00	concrete work
6	Royal Plastering Co.	591.30	plastering
7	Troy Rapp Concrete Contractor	24,086.00	concrete work
8	Mosby Mechanical, Inc.	4,500.00	plumbing, heating & AC
9	Universal Crane & Construction	5,022.00	steel erection
10	Mosby Mechanical, Inc.	5,850.00	plumbing, heating & AC
11	Mosby Mechanical, Inc.	6,750.00	plumbing, heating & AC
12	Industrial Metal Fabricators	12,870.00	structural steel
13	Rush Construction Co.	14,646.00	masonry work
14	Royal Plastering Co.	12,150.00	plastering
15	Troy Rapp Concrete Contractor	1,259.80	concrete work
16	Mosby Mechanical, Inc.	8,100.00	plumbing, heating & AC
17	J. D. Cooper, Inc.	6,300.00	drywall work
18	Industrial Metal Fabricators	6,300.00	structural steel
19	Byron Crook Electric Co.	15,570.00	electrical work

AN ORDER authorizing and approving the funding or exchange of claims and accounts for "Upshur County, Texas, Certificates of Obligation, Series 1985B"; and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on January 14, 1985, the Commissioners' Court of Upshur County, Texas, authorized the issuance of \$750,000 "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, for the purpose of paying contractual obligations to be incurred for (i) the construction of public works and the purchase of equipment therefor, to wit: renovate and improve a building for the Upshur County Justice Center and (ii) professional services; and

WHEREAS, in the order authorizing the issuance of said certificates of obligation, the Court further authorized and provided that claims and accounts representing an undivided interest in the entire series of certificates may be incurred for the purpose of paying all or a portion of an amount to become due on a contractual obligation for which the certificates were being issued, and that such claims and accounts incurred would be refunded or exchanged for a like total principal amount of certificates with any excess amount of claims and accounts which could not be exchanged into certificates at any time to be paid in cash or carried forward to a subsequent exchange of claims and accounts; and

WHEREAS, a summary of certain contractual obligations incurred to date by the County for the renovation and improvement of a building for the Upshur County Justice Center paid or to be paid with the aforementioned certificates and/or claims and accounts representing an undivided interest therein is as follows:

<u>PARTY</u>	<u>CONTRACT</u>	<u>AMOUNT TO BE PAID WITH CERTIFICATES</u>
Universal Crane & Construction	demolition	\$ 5,520.00(b)
Ed Warner Construction, Inc.	site work	1,975.00
Ed Warner Construction, Inc.	asphalt paving	3,346.00(a)
Troy Rapp Concrete Contractor, Inc.	concrete work	61,770.00(b)
Rush Construction Company	masonry work	29,669.00(b)
Industrial Metal Fabricators, Inc.	structural steel	21,300.00

Universal Crane & Construction	steel erection	8,950.00(b)
Longhorn Cabinet Works	millwork	46,923.00
Langston Aluminum & Glass Co.	glass work	3,336.00
Brown's Windsor Door Sales, Inc.	metal doors & frames	10,000.00
Royal Plastering, Inc.	plastering	31,272.00
J. D. Cooper, Inc.	drywall work	48,793.00(b)
Mosby Mechanical Co., Inc.	plumbing, heating & AC	131,000.00
Bryon Crook Electric Co.	electrical work	70,600.00(b)
Mark's Quality Tile	tile	33,455.00
East Texas Acoustical	acoustical tile & wall panels	33,464.00
Quality Carpets	flooring & carpet	20,910.00
Phillips Painting	painting, wallcover, caulking	37,488.00
Felix Thompson Company	toilet partitions & accessories and fire ext.	8,932.00
W. E. Sword Company, Inc.	skylight, finish hardware, & weatherstripping	10,274.00
Longview Building Systems	rough carpentry, finish carpentry, finish hardware, installation of doors and misc. specialites	15,845.00
Motley's Roofing & Sheet Metal	roofing	31,005.00

(a) unit price contract amount based on estimated quantities

(b) contract amount including all change orders to date

AND WHEREAS, the Commissioners' Court has approved and incurred claims and accounts totalling in amount \$171,893.10, such claims and accounts being more fully described and identified in Exhibit A hereto attached, which is incorporated herein by reference and made a part of this order for all purposes; and

WHEREAS, the Court hereby finds and determines that the aforementioned claims and accounts totalling in amount \$171,893.10 were duly authorized and incurred for equipment purchased, services rendered and work performed under and pursuant to one or more of the above described contractual obligations and full value and consideration has been received by the County equivalent in amount to such claims and accounts; and

WHEREAS, the Court further finds and determines that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or any officer of the County whose duty it is to pay the aforementioned contractors involved with the construction of public works, of any lien for materials, apparatus, fixtures, machinery, or labor furnished

to such contractors, and the County does not hold a claim of any character which might be properly charged or interposed as an offset or counterclaim against payments made to said contractors; and

WHEREAS, all of the claims and accounts mentioned above have been assigned to, and are currently held by the First National Bank, Gilmer, Texas, and said Bank has requested this Court to exchange and refund such claims and accounts for certificates of obligation; and

WHEREAS, this Court hereby finds and determines that such claims and accounts, totalling in amount \$171,893.10 and more fully identified in Exhibit A attached hereto, have been duly approved, audited and authorized to be delivered for a purpose the "Upshur County, Texas, Certificates of Obligation, Series 1985B" were authorized to be issued, full value and consideration has been received by the County equivalent in amount to such claims and accounts, and such claims and accounts should be exchanged for certificates of obligation of the series in which they represent an undivided interest; now, therefore,

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

SECTION 1: All of the recitals and findings contained in the preamble hereof are hereby found to be true and correct and are incorporated by reference and made a part of this order as if the same were restated in full as a part of this Section.

SECTION 2: The claims and accounts described in Exhibit A attached hereto and totalling in amount \$171,893.10 shall be and the same are hereby authorized to be exchanged for "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, in the aggregate principal amount of \$170,000, being certificates numbered 1 through 34, each in the denomination of \$5,000.

SECTION 3: The County Treasurer is hereby authorized and directed to complete the execution of the aforesaid certificates of obligation by manually signing and registering the same as obligations of the County and, together with the County Judge and County Clerk, cause the same to be delivered in exchange for the above described claims and accounts, and all actions of said County 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 validity to such certificates and cause the same to be good, sufficient and valid obligations against Upshur County, Texas.

SECTION 4: In connection with the delivery of said certificates of obligation for claims and accounts, said County officials are authorized and directed to execute and deliver to said Bank a certificate evidencing receipt of the claims and accounts herein authorized to be exchanged for certificates, the exchange thereof for the above described certificates and the cancellation of the claims and accounts being exchanged, and said County officials shall obtain from said Bank a receipt for the certificates herein authorized to be delivered.

SECTION 5: The amount of claims and accounts herein authorized to be exchanged for certificates of obligation exceeds the principal amount of said certificates of obligation by \$1,893.10 and such amount shall be carried forward to a subsequent exchange of claims and accounts for certificates, and a claim and account in the amount of such excess is hereby authorized to be incurred and delivered to said Bank in evidence of the amount to be carried forward.

SECTION 6: The certificates of obligation herein authorized to be executed and delivered are hereby found to be binding, subsisting and valid obligations of Upshur County, Texas, and it is hereby affirmatively adjudged and declared that the claims and accounts herein authorized to be exchanged for said certificates were duly authorized and incurred in accordance with the order authorizing the issuance of the "Upshur County, Texas, Certificates of Obligation, Series 1985B", and in connection with a contractual obligation or purpose for which said certificates were authorized to be issued, and that full value and consideration has been received by the County equivalent in amount to the claims and accounts herein authorized to be exchanged. This ascertainment is expressly made for the use, benefit and protection of the holder or owner of said certificates, the Attorney General of the State of Texas and any other attorney or person who shall pass upon the legality and validity of said certificates, and the findings made in this connection shall be binding upon the County, its governing body and their successors in office until said certificates with interest thereon have been fully paid and discharged.

PASSED AND ADOPTED, this the 12th day of November, 1985.

UPSHUR COUNTY, TEXAS

[Signature]
County Judge

ATTEST:

[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court



(Comm. Crt. Seal)

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
1	Universal Crane & Construction	\$ 4,743.00	demolition.
2	Ed Warner Construction, Inc.	1,350.00	site work
3	J. D. Cooper, Inc.	7,425.00	drywall work
4	Mosby Mechanical, Inc.	28,530.00	plumbing, heating & AC
5	Troy Rapp Concrete Contractor	5,850.00	concrete work
6	Royal Plastering Co.	591.30	plastering
7	Troy Rapp Concrete Contractor	24,086.00	concrete work
8	Mosby Mechanical, Inc.	4,500.00	plumbing, heating & AC
9	Universal Crane & Construction	5,022.00	steel erection
10	Mosby Mechanical, Inc.	5,850.00	plumbing, heating & AC
11	Mosby Mechanical, Inc.	6,750.00	plumbing, heating & AC
12	Industrial Metal Fabricators	12,870.00	structural steel
13	Rush Construction Co.	14,646.00	masonry work
14	Royal Plastering Co.	12,150.00	plastering
15	Troy Rapp Concrete Contractor	1,259.80	concrete work
16	Mosby Mechanical, Inc.	8,100.00	plumbing, heating & AC
17	J. D. Cooper, Inc.	6,300.00	drywall work
18	Industrial Metal Fabricators	6,300.00	structural steel
19	Byron Crook Electric Co.	15,570.00	electrical work

EXCHANGE CERTIFICATE

THE STATE OF TEXAS

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COUNTY OF UPSHUR

WE, the undersigned officials of Upshur County, Texas,
DO HEREBY CERTIFY as follows:

1. Upshur County, Texas, has duly received from the First National Bank, Gilmer, Texas, claims and accounts totalling in amount \$171,893.10, representing an undivided interest in that series of certificates of obligation known as "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, such claims and accounts being more particularly described in Exhibit A attached hereto, which is incorporated herein by reference and made a part of this certificate for all purposes.

2. The above described claims and accounts were duly authorized to be exchanged for the certificates of obligation by the Commissioners' Court of Upshur County, Texas, pursuant to an order passed on November 11, 1985 and we have on this date executed, sealed and delivered to the First National Bank, Gilmer, Texas, the following described certificates of obligation in exchange for such claims and accounts, to wit: "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, being certificates numbered 1 through 34, each in the denomination of \$5,000, and aggregating in principal amount of \$170,000.

3. In further consideration of the exchange of claims and accounts for certificates of obligation, there was issued and delivered to said Bank claim and account number 28 in the amount of \$1,893.10, representing the excess amount of claims and accounts authorized to be exchanged for certificates of obligation pursuant to an order passed by the Court on November 11, 1985.

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4. Upon the delivery of the aforementioned certificates to said Bank, the undersigned caused the above described claims to be duly cancelled.

TO CERTIFY WHICH, witness our hands and the seal of the Commissioners' Court of Upshur County, Texas, this November 11, 1985.



(Comm. Crt. Seal)

UPSHUR COUNTY, TEXAS

[Signature]
County Judge

[Signature]
County Clerk

[Signature]
County Treasurer

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
1	Universal Crane & Construction	\$ 4,743.00	demolition
2	Ed Warner Construction, Inc.	1,350.00	site work
3	J. D. Cooper, Inc.	7,425.00	drywall work
4	Mosby Mechanical, Inc.	28,530.00	plumbing, heating & AC
5	Troy Rapp Concrete Contractor	5,850.00	concrete work
6	Royal Plastering Co.	591.30	plastering
7	Troy Rapp Concrete Contractor	24,086.00	concrete work
8	Mosby Mechanical, Inc.	4,500.00	plumbing, heating & AC
9	Universal Crane & Construction	5,022.00	steel erection
10	Mosby Mechanical, Inc.	5,850.00	plumbing, heating & AC
11	Mosby Mechanical, Inc.	6,750.00	plumbing, heating & AC
12	Industrial Metal Fabricators	12,870.00	structural steel
13	Rush Construction Co.	14,646.00	masonry work
14	Royal Plastering Co.	12,150.00	plastering
15	Troy Rapp Concrete Contractor	1,259.80	concrete work
16	Mosby Mechanical, Inc.	8,100.00	plumbing, heating & AC
17	J. D. Cooper, Inc.	6,300.00	drywall work
18	Industrial Metal Fabricators	6,300.00	structural steel
19	Byron Crook Electric Co.	15,570.00	electrical work

AFFIDAVIT OF CANCELLATION

THE STATE OF TEXAS

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COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, on this day personally appeared EVERETT DEAN, County Judge, J. B. HILL, JR., County Clerk and VERNON VICK, County Treasurer, respectively, of Upshur County, Texas, who after being by me duly sworn, depose and say that said County officials have, in the presence of each other, cancelled and otherwise destroyed claims and accounts representing an undivided interest in that series of certificates of obligation known as "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, such claims and accounts totalling in amount \$171,893.10 and being more particularly described in Exhibit A attached hereto, which is incorporated herein by reference and made a part of this affidavit for all purposes.

WITNESS OUR OFFICIAL SIGNATURES, this the 19 day of November, 1985.

UPSHUR COUNTY, TEXAS

Everett Dean
EVERETT DEAN, County Judge

J. B. Hill, Jr.
J. B. HILL, JR., County Clerk

Vernon Vick
VERNON VICK, County Treasurer

SWORN TO AND SUBSCRIBED BEFORE ME, this the 19 day of November, 1985.



BOBBIE HANKINS
Notary Public, State of Texas
My Commission Expires _____

Bobbie Hankins
Notary Public, State of Texas
My Commission Expires: 7-28-88

(Notary Seal)

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
1	Universal Crane & Construction	\$ 4,743.00	demolition
2	Ed Warner Construction, Inc.	1,350.00	site work
3	J. D. Cooper, Inc.	7,425.00	drywall work
4	Mosby Mechanical, Inc.	28,530.00	plumbing, heating & AC
5	Troy Rapp Concrete Contractor	5,850.00	concrete work
6	Royal Plastering Co.	591.30	plastering
7	Troy Rapp Concrete Contractor	24,086.00	concrete work
8	Mosby Mechanical, Inc.	4,500.00	plumbing, heating & AC
9	Universal Crane & Construction	5,022.00	steel erection
10	Mosby Mechanical, Inc.	5,850.00	plumbing, heating & AC
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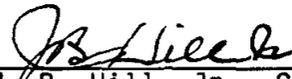
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UPSHUR COUNTY, TEXAS

CERTIFICATES OF OBLIGATION, SERIES 1985B

Certificate Number	Date Registered	Amount	Maturity Date
1	11/19/85	\$5,000.00	02-15-1989
2	11/19/85	5,000.00	02-15-1989
3	11/19/85	5,000.00	02-15-1989
4	11/19/85	5,000.00	02-15-1989
5	11/19/85	5,000.00	02-15-1989
6	11/19/85	5,000.00	02-15-1989
7	11/19/85	5,000.00	02-15-1989
8	11/19/85	5,000.00	02-15-1990
9	11/19/85	5,000.00	02-15-1990
10	11/19/85	5,000.00	02-15-1990
11	11/19/85	5,000.00	02-15-1990
12	11/19/85	5,000.00	02-15-1990
13	11/19/85	5,000.00	02-15-1990
14	11/19/85	5,000.00	02-15-1990
15	11/19/85	5,000.00	02-15-1990
16	11/19/85	5,000.00	02-15-1990
17	11/19/85	5,000.00	02-15-1992
18	11/19/85	5,000.00	02-15-1992
19	11/19/85	5,000.00	02-15-1992
20	11/19/85	5,000.00	02-15-1993
21	11/19/85	5,000.00	02-15-1993
22	11/19/85	5,000.00	02-15-1993
23	11/19/85	5,000.00	02-15-1993
24	11/19/85	5,000.00	02-15-1993
25	11/19/85	5,000.00	02-15-1993
26	11/19/85	5,000.00	02-15-1994
27	11/19/85	5,000.00	02-15-1994
28	11/19/85	5,000.00	02-15-1994
29	11/19/85	5,000.00	02-15-1994
30	11/19/85	5,000.00	02-15-1994
31	11/19/85	5,000.00	02-15-1994
32	11/19/85	5,000.00	02-15-1994
33	11/19/85	5,000.00	02-15-1994
34	11/19/85	5,000.00	02-15-1995

APPROVED NOV. 11, 1985 AND
COPY RECEIVED NOV. 20, 1985.


J. B. Hill, Jr., County Clerk

