



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

December 9, 1985

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

Judge Dean read the minutes of the Dec. 2, 1985 meeting. Motion by David Loyd seconded by Gaddis Lindsey to approve the minutes as read with no corrections. Motion carried.

Motion by J. W. Meadows seconded by David Loyd to approve the division order from Conoco, Inc. on Upshur County School Land. Motion carried. Copy attached.

Motion by David Loyd seconded by J. W. Meadows to approve filling an abandoned well owned by Marlous Karlick. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve an Interlocal Agreement between Ore City I.S.D. and Upshur County to replace culvert at entrance to school. The school will furnish sand & road oil and furnish Upshur County an equal amount of sand and road oil; the County will furnish manpower and equipment. Motion carried. Copy attached.

Jim Richardson from Certified Laboratories met with the Court regarding a proposed chemical treatment system for the air conditioning/heating system in the courthouse. He explained that the corrosion, scales, slime and algae were caused by the water. He said that two products would be introduced into the system: WT 125 for hot water boiler treatment and WT 33 for water treatment for cooling towers. He proposed that Napps Heating & Air Conditioning of Longview install a fully automated system at the cost of \$2,525.00 for the first year and \$2,225.00 for the second year. Motion by Gaddis Lindsey seconded by J. W. Meadows to approve the proposal. Motion carried. Copy attached.

Lowell Holt, District Attorney, met with the Court regarding amending Interlocal Agreement with the City of Gilmer. The City agreed to pay \$20,000.00 per year for dispatching service and has paid \$5,000.00 to date. They would like to convey two cars for the sheriff's department in lieu of the remaining \$15,000.00 still owed to the county. Mr. Holt said that paragraph 14 of the Agreement would have to be amended and that would take the approval of the Gilmer City Council and the Commissioners Court. He is waiting for an answer from the Attorney General regarding the law in such a transaction. No action was taken at this time.

Motion by Gaddis Lindsey seconded by David Loyd to accept road off Point Pleasant Road in Pct. #1 measuring 40 ft wide and 810 ft + long into county lateral road system. Motion carried. Copy of plat attached.

Motion by Gaddis Lindsey seconded by David Loyd to put arrest fee from Sheriff's arrests in the General Fund but reflecting that the fee came from that department. Motion carried.

Motion by David Loyd seconded by J. W. Meadows to approve the unpaid bills. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to place order from Virgil Mulanax, District Judge, appointing Cynthia M. Lunsford Assistant Auditor for Upshur County in the Court minutes. Motion carried. Copies attached.

Motion by J. W. Meadows seconded by David Loyd to approve bills on jail and justice center. Motion carried. Copy attached.

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Only one bid was received and opened on truck for Pct. #3. The bid was from Long Motor Co. for \$18,093.10. Motion by David Loyd seconded by Gaddis Lindsey to table bid until next meeting. Motion carried.

Mr. Carter met with the Court regarding progress of jail and reported a reduction of personnel. This is due to the completion of certain phases of the job and will generate a savings to the county.

Motion by J. W. Meadows seconded by David Loyd to recess. Motion carried.

December 13, 1985

Commissioners Court reconvened at 9:00 A.M. with all members present except Paul Davis, Commissioner Pct. #4.

Motion by J. W. Meadows seconded by Gaddis Lindsey to place letter from Texas Justice Court Training Center in the Court minutes stating that Judges W. S. Chasteen, R. E. "Bob Crowder, W. V. Ray and howard Clifton completed a course in the duties of the offic of Justice of the Peace. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to accept bid from Mid South Fire Protection Co. on Upshur County Justice Center on the advice of Ed H. Ewquivel , attorney. Motion carried.

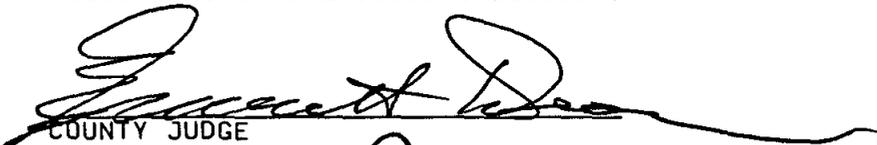
Motion by David Loyd seconded by J. W. Meadows to accept bid on truck for Pct. #3 from Long Motor Company for \$18,093.10. Motion carried. Copy attached.

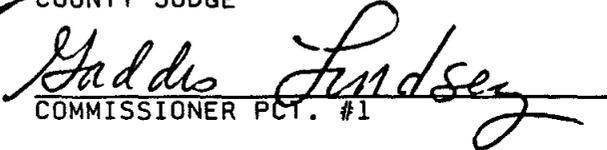
Motion by J. W. Meadows seconded by Gaddis Lindsey to accept bid on four sheriffs cars from Long Motor Company for \$12,223.74 each, a total of \$48,894.96. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve a Permit application by Kenneth Hankins to place a water line within the ROW on Zinna Road. Motion carried. Copy attached.

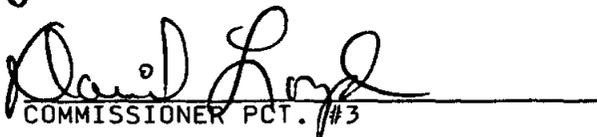
Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Randy harrison to place a culvert installation within the AROW of Bob White Road. Motion carried. Copy attached.

Court went into Executive Session.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3

COMMISSIONER PCT. #4

Conoco Inc.
Oil and Gas Division Order

RSC No. 44-5930500-2
D.O. No. 37531
TLT/bjc

EFFECTIVE: 1st Run: 10/30/ 19 85

TO: Conoco Inc.
Mineral Lease Records
P O Box 1267
Ponca City, OK 74603

Each of the undersigned warrants ownership of the interest, set opposite his name, in all oil (defined as crude oil and condensate) and/or in the proceeds derived from the sale of all gas (defined as natural gas and casinghead gas) produced from

N. U. C. S. L. Lease (or Unit) Baylor County, Texas
described as:

40 acres of land, more or less, located in Blocks No. 84 and 85 of the J. F. Crittenden Subdivision of the North Upshur County School Lands Survey, Abstract No. 557, Baylor County, Texas, more particularly described as follows:

BEGINNING at a point being the northeast corner of Block 84; THENCE west along the north line of Block 84, a distance of 495.00 feet to a point for the northwest corner of the unit; THENCE south parallel with the east line of Block 84, a distance of 1320.00 feet to a point for the southwest corner of the unit; THENCE east along the south lines of Blocks 84 and 85 a distance of 1320.00 feet to a point for the southeast corner of the unit; THENCE north parallel with the west line of Block 85, a distance of 1320.00 feet to a point for the northeast corner of the unit; THENCE west along the north line of Block 85, a distance of 825 feet in all, to the point of BEGINNING.

Including all substances produced with such oil and gas. From the effective date and until further written notice, and subject to the following provisions, you, or your designated agent, are authorized to receive such production and give credit for all production received, and for the proceeds derived from the sale of gas, in accordance with the division of interest shown below: (The contents of the reverse side, and any attachments hereto, shall constitute a part of this Division Order.)

Credit To	Division of Interest	P. O. Address (Give box number or street address and zip code)
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WORKING

Dynamic Production .7666015 - For Distribution *(See Note)

Dynamic Production will settle direct with all parties who may now own or may hereafter establish ownership of an interest in the premises herein described, and the undersigned hereby agree to indemnify and hold you harmless against all and every loss, charge or expense of any kind whatsoever which you may suffer or incur by or on account of having paid Dynamic Production for .7666015-WI of the runs under this division order.

OVERRIDING ROYALTY

Cottonmouth Energy .0234375
James V. C. Howes .0166016
Gulf Oil Corporation .0292969 *(See Note)

*NOTE: These interest reflect ownership of Working and Overriding Royalty Interest before payout of this well. When payout occurs, Conoco Inc. should be notified in writing at its Ponca City Office. Conoco Inc. is not responsible for determining when or if payout occurs. This clause pertains to Dynamic Production and Gulf Oil only.

ROYALTY

Margaret Grant Ratliff .0097656
The Estate of Dennis P. Ratliff .0097656
Catherine Davis Schultz .0048828
Betty Parks Davis .0048828
Burnace M. Smith .0030517
Alma Vaughn Pitzer .0008138
Willie A. Wagoner .0048828
Helen M. Light .0002035
Marguerite Jorgensen .0002035
Betty E. Atkinson .0002035
George W. Swartz .0002035
Gregory A. Swartz .0000678
Robert Swartz .0000678
Donald Swartz .0000678
Upshur County .1250000

**RETURN TO
CONOCO INC.**

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

December 6, 1985

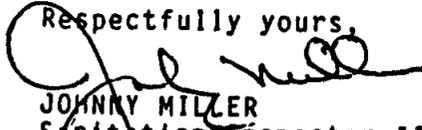
Commissioner's Court of
Upshur County, Texas
P.O. Box 730
Gilmer, Texas 75644

RE: Abandoned well owned by Marlous Karlick, Rt. 1 Box 331,
Gilmer, Texas 75644 (Pecan Rd).

Gentlemen:

Due to health as well as safety hazzards, our Department
recommends that the above abandoned water well be filled
as soon as possible.

Respectfully yours,



JOHNNY MILLER
Sanitation Inspector II
JM:cs

cc: David Loyd

1985 DEC -9 11:46

LTC

BT

Approved
12-9-85

TO: UPSHUR COUNTY COMMISSIONERS COURT
UPSHUR COUNTY
GILMER, TEXAS 75644

SUBJECT: ANY CONTRACT BETWEEN UPSHUR COUNTY ROAD & BRIDGE DEPARTMENTS AND ANY POLITICAL SUBDIVISION DESIRING TO CONTRACT WITH UPSHUR COUNTY TO MUTUALLY ACCOMPLISH A PROJECT TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE LOCAL POLITICAL ENTITIES INVOLVED.

AUTHORITY: ARTICLE 3 SECTION 64b OF THE TEXAS CONSTITUTION
ARTICLE 4413-32c TCS OR THE INTERLOCAL COOPERATION ACT

PROJECT OR OBJECTIVES TO BE ACCOMPLISHED:

Repair entrance to Ore City ISD (Replace
(SPECIFIC JOB, JOBS OR ACTS)
culvert)

PROPOSED TIME: Will repair as manpower and material become
(START) available.
(FINISH)

POLITICAL SUBDIVISION DOES PROPOSE:

To furnish sand and road oil to repair entrance
to school and to furnish Upshur County an
equal amount of sand and road oil.

UPSHUR COUNTY DOES PROPOSE:

Furnish manpower and equipment to repair
parking lots and driveway of Ore City ISD

This agreement made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called Upshur County and the Ore City ISD

by and through its Board of Trustees
hereinafter called Ore City ISD

subject to approval of both governmental bodies within the provisions of the Open Meeting Act.

It is understood by both contracting parties that each party will pay for these services or charges with funds currently available to each party.

It is understood by both contracting parties that any civil liability or any other liability relating to the furnishing of these services is the responsibility of the party receiving the services.

It is understood that Upshur County Road and Bridge Departments can only accomplish the execution of this contract as the availability of county labor and equipment warrants. The County Commissioner acting as Road Commissioner or the designated foreman of the precinct Road and Bridge Department will have the sole responsibility as to what time is designated or allocated for execution of this contract.

It is further understood by all contracting parties this contract or agreement can only be final after examination by the attorney or legal advisors of both parties and the signature of the County or District Attorney is hereby affixed.

It is further agreed and understood between the parties herein that this Interlocal Governmental Agreement shall be for a period of one year from date of execution.

Witness our hands in triplicate, either of which may be used as an original, this the 9 day of Dec., 19 85.

[Signature]
County Judge

[Signature]
Commissioner Precinct 1

[Signature]
Commissioner Precinct 2

[Signature]
Commissioner Precinct 3

Commissioner Precinct 4

PARTICIPATING ENTITY

Richard Craft
Gerard J. Simpson
Jose J. Bent
Samuel J. Reg, M.D.
Reid Grant

I have examined this contract and find it in compliance
with Article 441 & 42c TCS of the Intergovernmental Cooperation Act.

Dwight Holt
District Attorney

1955 DEC -9 11:49
BY _____

NAPPS HEATING & AIR CONDITIONING

P. O. Box 2546
LONGVIEW, TEXAS 75606
(214) 758-6482

PROPOSAL SUBMITTED TO <u>Upshur</u> <u>Upshur County Courthouse</u>		PHONE	DATE
STREET <u>Post Office Box 730</u>		JOB NAME	
CITY, STATE AND ZIP CODE <u>Gilmer, Texas</u>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for

Fully automated chemical treatment system for condenser
 water and pot feeder system for hot/chill water loop.
 Includes chemicals and regular periodic checks and ad-
 justments.

1st Year Service-----\$ 2,525.00
 2nd Year Service-----\$ 2,225.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of _____ dollars (\$ _____)

Payment to be made as follows

Invoices will be due upon receipt with a 1½% per month charge on
amounts 30 Days Past Due.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Albert Holman
 For Donald Richard Servatius, Jr., Service Manager
 Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: Dec. 9, 1985

Signature [Signature]
Signature _____

SCHEDULE II - WATER TREATMENT SERVICE

Napps Industries, Inc. will provide water treatment service for the two (2) systems in accordance with the following practices and procedures.

1. Regularly perform periodic water analysis, including necessary adjustment, testing and examination of all treatment systems and devices.
2. On systems demanding continuous water analysis, install a proper monitoring system to automatically adjust chemical feed and bleed rates and intervals.
3. Maintain a data bank for program recording and updating.
4. Provide required biodegradeable chemicals of non-polluting nature.
5. Provide an optimum program for the control of biological fouling, corrosion and scaling.

NOTE: If this agreement is terminated, the water treatment equipment installed will remain the property of Napps Industries, Inc.

6. The client will pay a monthly fee of \$ _____ to Napps Industries, Inc. for this service.
7. It is agreed this service is to begin on _____ and continue for a period of one year.

Acceptance:

Client: W. W. W. County

Napps Industries, Inc.

By: Ernest Deane

By: Albert Holman

Title: County Judge

Title: Serv. Engineer

Date: 12-9-85

Date: 12/9.85

DEC 10 11:46

WT-125



SPECIAL FORMULATION PROTECTS AGAINST SURFACE PITTING, CORROSION AND CORROSION SCALE

- Inhibits Corrosion in Copper, Steel and Multi-Metal Systems
- Easily Maintained—pH Sensitive Indicator Turns Colorless when System pH is Too Low
- Contains No Chromates, Zinc or Other Heavy Metal Pollutants
- Does Not Stain Carpets, Floors or Painted Walls

YOU CAN RELY ON



CERTIFIED LABORATORIES
A Division of NCH Corporation
P. O. Box 2493 Ft. Worth, Texas 76113-2493
Kendall Park N.J. • Mountain View California
1974 NCH Corporation

AHW 0043(8M312)

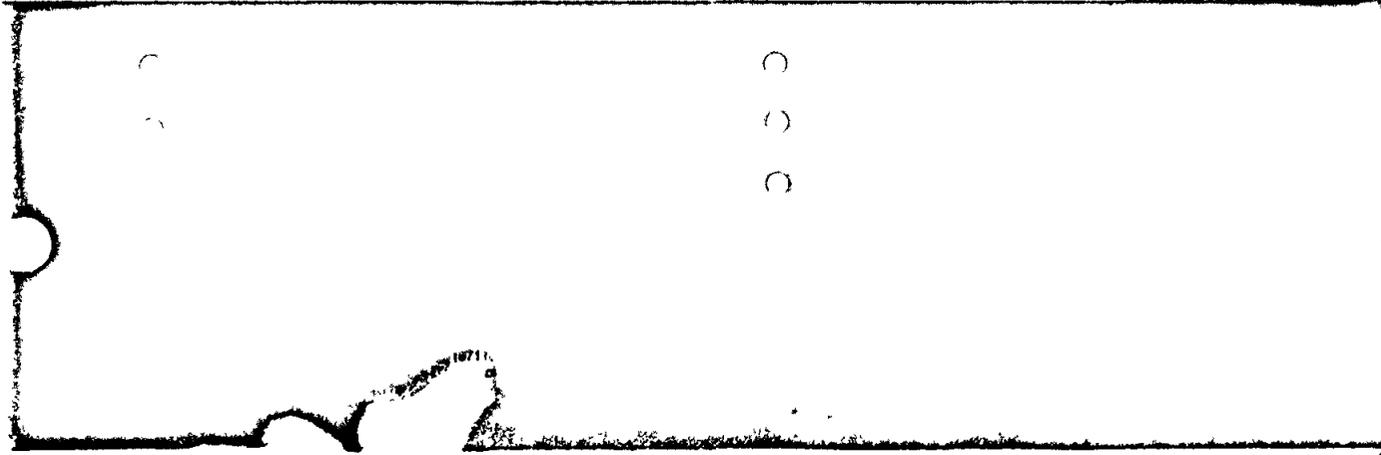
Consult label for complete directions before using



WT-33

Nonphosphate and Nonchromate
Water Treatment for Cooling Towers

**PROTECTS AGAINST SCALE BUILD-UP, MINERAL DEPOSITS AND
SLUDGE WITHOUT THE USE OF PHOSPHATES OR TOXIC CHROMATES**



Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
3306	12/06/85	TEXAS COUNTY & DISTRICT RETIRE	\$90.00	\$90.00	RETIREMENT PURCHASED
3312	12/06/85	GARTH COCKRILL	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3313	12/06/85	FRANK FORD	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3314	12/06/85	RUBY ALLEN	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3315	12/06/85	FLOYD WALKER	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3316	12/06/85	JACKIE V. STEVENS	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3317	12/06/85	DWAYNE GARDNER	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3318	12/06/85	SIDNEY MOUGHON	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3319	12/06/85	EVELYN MIDDLETON	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3320	12/06/85	SHERWIN YOCOM	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3321	12/06/85	JAMES BRENT DAY	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3322	12/06/85	GARLAND MONK	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3323	12/06/85	MAVIS DACUS	\$6.00	\$6.00	DIST. CT. -1 DAY GRAND JURY SERVICE
3324	12/06/85	TEXAS COUNTY & DISTRICT RETIRE	\$19,286.78	\$19,286.78	UNIT 329-NOVEMBER RETIREMENT REPORT
3325	12/06/85	EMPLOYEES RETIREMENT SYSTEM, S	\$21,987.54	\$21,987.54	NOVEMBER FICA REPORT
3329	12/09/85	LONG MOTOR COMPANY, INC.	\$1.35	\$1.35	PCT#3-CAP FOR #4 DODGE TRUCK
3330	12/09/85	STATE RESERVE LIFE INSURANCE C	\$3.74	\$1.87 \$1.87	PO#071411-J.W. MEADOWS NOV. 85 PREMIUM PO#071411 J.W. MEADOWS DEC. 85 PREMIUM
3331	12/09/85	MYRA HARRIS	\$4.20	\$4.20	COMPUTER-MILEAGE/BOOT SYSTEM 11/30/85
3332	12/09/85	EASTEX WELDING & SUPPLY INC.	\$5.50	\$5.50	PCT#1-ACET. & OXYGEN CYLINDERS
3333	12/09/85	PRITCHETT WATER SUPPLY CORP.	\$10.00	\$10.00	PCT#1-12/1/85 BILLING
3334	12/09/85	SOMES UNIFORMS	\$12.00	\$12.00	CO. S. -2 DOZ. CREDENTIALS
3335	12/09/85	SHARON WATER SUPPLY CORP.	\$13.00	\$13.00	PCT#4-NOVEMBER BILLING
3336	12/09/85	DISCOUNT AUTO PARTS & TIRES	\$13.36	\$6.10 \$7.26	PCT#1-PIPE, ANTI FREEZE PCT#1-2 REFLECTORS, 10 BULBS 85 FORD
3337	12/09/85	HANK'S FRAME & WHEEL SERVICE	\$19.50	\$19.50	CO. S. #203-ALIGN FRONT END
3338	12/09/85	RON'S TIRE SERVICE	\$20.00	\$20.00	PCT#1-2 TRUCK FLATS

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V9L: 26 PG. 553

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 DEC 1985

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements made from 12/04/85 thru 12/09/85

PAGE 2

Check No.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
3339	12/09/85	CONSUMER REPORTS	\$26.00	\$26.00	EXT.-RENEWAL-SUBSCRIPTION
3340	12/09/85	A & E MILL AND WELDING SUPPLY	\$27.20	\$6.20 \$21.00	PCT#2-ACET. & OXYGEN CYLINDERS PCT#2-15-MISC.RODS
3341	12/09/85	APACHE RENT-ALL	\$32.00	\$32.00	CO. BLDGS.-GASOLINE/GREEN P/U
3342	12/09/85	THE TAX ASSESSOR-COLLECTORS AS	\$40.00	\$40.00	TAX-ANNUAL DUES/1986
3343	12/09/85	WEEKS WELDING & REPAIR	\$47.20	\$47.20	PCT #1-ISOLATOR, HANDLE, TUNE ENGINE
3344	12/09/85	SOUTHWESTERN BELL TELEPHONE	\$49.05	\$49.05	AD. PROB.-MARION CO. #665-2474 11/15/85
3345	12/09/85	PM MACHINE SHOP, INC	\$50.00	\$50.00	PCT#1-RETHREADING SPLINE SHAFT/LABOR
3346	12/09/85	POSTMASTER	\$50.00	\$50.00	TAX-POSTAGE-BUSINESS REPLY
3347	12/09/85	TELETOUCH CORPORATION	\$56.10	\$56.10	CO. S. -3 TONE ONLY PAGER
3348	12/09/85	CONSTRUCTION SUPPLY COMPANY, I	\$58.79	\$25.44 \$33.35	PCT#1-ROOF JACK, PLASTIC CEMENT, S. BLADES PCT#1-2 SLEDGE HDLES, 1 AX HDLE, 6 SCKTS
3349	12/09/85	PEOPLES LIFE INSURANCE CO.	\$59.06	\$59.06	PO#0900100115 J.W. MEADOWS NOV&DEC 85
3350	12/09/85	BOBBY'S DISCOUNT AUTO CENTER	\$61.55	\$4.25 \$3.25 \$4.05	CO. S.-REPAIR OVERHEAD LIGHTS CO. S. #203-STARTER SWITCH CO. S. #203-WIPER BLADES
3351	12/09/85	ARKLA GAS	\$61.61	\$23.32 \$38.29	PORTER BLDG.-#2020712030010 11/26/85 ROCK BLDG.-#2020712292016 11/26/85
3352	12/09/85	ETEX TELEPHONE COOP., INC.	\$67.58	\$27.74 \$18.09 \$21.75	PCT#1-#734-5609 12/1/85 BILLING PCT#3-#734-5822 12/1/85 BILLING PCT#2-#762-6266 12/1/85 BILLING
3353	12/09/85	LOYD FUNERAL HOME	\$70.00	\$70.00	JP#3-2 TRIPS/LONGVIEW-W. W. SEALES
3354	12/09/85	WALMART STORE #146	\$83.26	\$38.39 \$15.36 \$9.86 \$19.65	CO. S.-BATTERY AND FILM HEALTH- FILM PCT#1-PLIERS, SANDING DISCS PCT#1-WELLER GUN, ROSIN CURE SOLDER
3355	12/09/85	UPSHUR-RURAL ELECTRIC COOP., C	\$93.97	\$14.81 \$32.58 \$46.58	PCT#3-#902475306 12/03/85 BILLING PCT#1-#31885226 12/3/85 BILLING W.MT.-#157460538 12/3/85 BILLING
3356	12/09/85	HENRY T. LYNN	\$104.00	\$104.00	PCT#2- 52 LOADS SAND
3357	12/09/85	WHITE'S HOME & AUTO STORE	\$105.67	\$6.26 \$17.66	CO. S.-COMM. EQUIPMENT PCT#1-HAMMER, HANDLE, AX HANDLE

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements Made From 12/04/85 thru 12/09/85

PAGE 3

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$61.75	PCT#1- 4 C.B. ANTENNAS
3358	12/09/85	CRABTREE BARRICADE SYSTEMS	\$106.48	\$106.48	PCT#1-6 SIGNS, CHILD. PLAY, REDUCED SPD.
3359	12/09/85	CENTRAL FREIGHT	\$110.00	\$110.00	PCT#1- BACK HOE TIRE SECTION REPAIR
3360	12/09/85	CLARKE & COURTS, INC.	\$117.32	\$68.27 \$49.05	CO. CLK. -3 CRIM. SUBP. BOOKS CO. CLK. -100 CIVIL COCKET LEAVES
3361	12/09/85	SMITH OIL COMPANY	\$118.30	\$118.30	PCT#2-ANTIFREEZE, ST. FLUID, BATTERY
3362	12/09/85	SABINE VALLEY MMR	\$150.00	\$150.00	JUV. PROB. -CJD EVALUATION INTAKE
3363	12/09/85	ECONOMY AUTO SUPPLY, INC.	\$173.20	\$2.34 \$113.39 \$33.47 \$24.00	PCT#1-BOJO FOR BROWN TRUCK PCT#1-PAINT, SAND PAPER, SPREADER PCT#1-BUFF. PAD, SAND PAPER, FLASHER PCT#1- PAINT SPRAYER HOSE
3364	12/09/85	GULL CORPORATION	\$185.90	\$185.90	COMP., TAX-BLACK WATCH TAPE SEAL
3365	12/09/85	PATRICIA HARRISON	\$200.00	\$200.00	CO. CT. -COURT REPORTER, 11/14, 15, 26/85
3366	12/09/85	ARTHUR L. FORT	\$205.50	\$205.50	CO. S. -6 BADGES
3367	12/09/85	GOODYEAR AUTO SERVICE CENTER	\$208.86	\$193.36 \$15.50	CO. S. -4 TIRES, 4 SPIN BAL., 4 VALVES PCT#1-3
3368	12/09/85	KEITH HAMBERLIN	\$221.25	\$221.25	JAIL-LAUNDRY
3369	12/09/85	FIRST ADMINISTRATIVE JUDICIAL	\$256.40	\$256.40	D. CT. -CO. PRO RATA EXPENSES
3370	12/09/85	DESK TOP & DATA SUPPLY	\$312.90	\$3.90 \$309.00	TREAS. -2 TUBS HAND WIPES LIB. -STENO POSTURE CHAIR
3371	12/09/85	NOBLES REFRIGERATION & AIR CON	\$325.20	\$90.00 \$235.20	CO. BLDG. -PUT OIL IN CHILLER SYSTEM CO. BLDGS. -CHANGED EXPANSION VALVE
3372	12/09/85	BOWIE COUNTY JUVENILE PROBATIO	\$336.00	\$336.00	JUV. PROB. -J. DET. -T.S., 10/14-10/21/85
3373	12/09/85	GEORGE P. BANE, INC.	\$481.50	\$481.50	PCT#1-FILTERS, SHOE ASSY, CYLS., PIN
3374	12/09/85	TEXAS STEEL CULVERT CO., INC.	\$580.80	\$580.80	PCT#1-2/60 FT., 1/24 FT. CULVERTS
3375	12/09/85	H & D TIRE & AUTOMOTIVE	\$645.28	\$35.66 \$14.20 \$4.60 \$49.63 \$17.25 \$48.43 \$19.29 \$15.37	PCT#1-HOSES FOR TRUCK PCT#1-BATTERY TERMINAL PCT#4-4 STARTER FLUID FOR BARN PCT#1-BOLTS, STARTER-BROWN DUMP TRUCK PCT#1-STARTER CYLANDID PCT#1-BOLTS, HOSE FOR BROWN DUMP TRUCK PCT#1-FITTING, AIR CHUCK, CUPPLERS, PCT#2-HOOKS, WIPER BLADES

VOL. 24 PG. 654

THE SOFTWARE GROUP, INC.

Disbursements Made From 12/04/85 thru 12/09/85

PAGE 4

VOL. 26 PG. 255

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$2.00	PCT#4- 2 TERMINALS FOR WELDER
				\$5.54	PCT#1-HOSE FOR BACK HOE
				\$47.33	PCT#1-BEARING, CLAMP, HOSES
				\$1.50	PCT#2-CABLE CLAMP
				\$31.75	PCT#1-OIL, CLEANER-BROWN TRUCK
				\$9.22	PCT#2-BULB AND LENS
				\$7.18	PCT#1-FLUID
				\$179.22	PCT#4-2 FLAT BED TIRES
				\$5.94	PCT#1-PAINT FOR BROWN TRUCK
				\$8.40	PCT#1-NUTS & BOLTS FOR BARN
				\$8.40	PCT#1-BOLTS FOR SIGNS
				\$86.60	PCT #1-HOSE, AC, FILTER FOR BOOM AXE
				\$26.31	PCT#1-PIPE, MUFFLER, FUSE-BROWN TRUCK
				\$21.46	PCT#1-DRILL BITS FOR BARN
3376	12/09/85	TRANSPORT LIFE INSURANCE COMPA	\$707.00	\$707.00	K44 DECEMBER 85 PREMIUMS
3377	12/09/85	GULF OIL CORPORATION	\$740.92	\$740.92	CO. S. -GAS, OIL, FILTERS, ETC.
3378	12/09/85	TODD TEFTELER	\$865.00	\$865.00	CO. CT. -#9433, 16, 517 WAYNE BANKS
3379	12/09/85	TEXAS DEPARTMENT OF CORRECTION	\$933.50	\$106.00	PCT#2-WEIGHT LIMIT & SPEED LIMIT SIGNS
				\$90.00	PCT#1-(6)-24" STOP SIGNS
				\$25.00	PCT#1-STREET SIGNS (2)
				\$712.50	PCT#1-57 STREET SIGNS
3380	12/09/85	BANCROFT PAPER COMPANY, INC	\$977.00	\$977.00	COPIER PAPER
3381	12/09/85	SHELL OIL COMPANY	\$1,367.09	\$1,367.09	CO. S. -GASOLINE
3382	12/09/85	GENERAL TELEPHONE COMPANY	\$1,488.16	\$30.03	TAX. APP. -#1FD-2004 11/28/85 BILLING
				\$968.83	TELE. COMM. -WATTS#442-8684
				\$34.72	E. MGT. -#843-2328 12/4/85 BILLING
				\$454.58	D. A. -#843-5513 11/85 BILLING
3383	12/09/85	BUSINESS RECORDS CORPORATION	\$3,662.21	\$3,662.21	CO. CLK. -CO1. ARCH. PRINTS, CO. COMP. INDEX.
3384	12/09/85	UPSHUR COUNTY INSURANCE ACCOUN	\$6,738.16	\$6,738.16	NOVEMBER INSURANCE PREMIUMS
3385	12/09/85	UPSHUR COUNTY INSURANCE ACCOUN	\$22,866.00	\$22,866.00	NOVEMBER INSURANCE CLAIMS
Total:			\$87,761.94		

Everett Dean
 County Judge, Everett Dean

Harris Lindsey
 Commissioner Pct. #1, Harris Lindsey

David Loyd
 Commissioner Pct. #3, David Loyd

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

Commissioner Pct. #4, Paul Davis

FILED
 12 09 85
 10 000 10 PM 2 01
 1707 100 1072

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

WHEREAS, the office of the Assistant County Auditor for Upshur County, Texas, has heretofore been established in conformity with law, and is now vacant, and it now becomes the duty of the District Judge having jurisdiction in Upshur County, Texas, to fill such vacancy by appointing an Assistant County Auditor; and

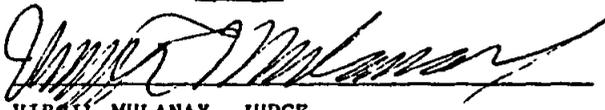
WHEREAS, the compensation of the Assistant County Auditor for Upshur County, Texas, has heretofore been set at an amount per the schedule adopted by the Upshur County Commissioners Court;

NOW, therefore, I, Virgil Mulanax, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby appoint Cynthia M. Lunsford, a qualified person and citizen of Upshur County, Texas, as Assistant County Auditor of Upshur County, Texas; and she shall, before entering upon the duties of said office, take and subscribe the oaths prescribed by law, as set forth in Article 1649, Revised Civil Statutes of Texas, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall be authorized to discharge such duties as may be assigned to her by the County Auditor. She shall be authorized to act for the County Auditor during the absence or unavoidable detention with respect to such duties as required by law of the County Auditor.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month, as prescribed by law.

This ORDER shall be entered in the Minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas which shall cause the same to be entered in the Minutes with appropriate Order directing payment of the salary.

WITNESS MY HAND at Gilmer, Texas, this the 9 day of December, 1985.


VIRGIL MULANAX, JUDGE
115th Judicial District Court
Upshur County, Texas


A CERTIFIED COPY
BY: HORACE A. RAY
District Clerk, Upshur County
Dec 9 1985
Deputy

1985 DEC -9 11:40
BY _____

FILED
1985 DEC -9 AM 10:34
H. A. RAY
DISTRICT CLERK
UPS HUR COUNTY

TO: PAYROLL DEPARTMENT

VOL. 26 PG. 557

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 12-9-85
(DATE & TIME)

EMPLOYEE Cynthia M. Lunsford

SOCIAL SECURITY NO. 455-61-5237 CLOCK NO. _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT		<u>475</u>
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input checked="" type="checkbox"/> <u>Assistant Auditor</u>		<u>13,514.64</u>

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Nanette Weiss DATE 12-5-85

CHANGE APPROVED BY _____ DATE _____

AN ORDER approving and authorizing the payment of invoices or statements with claims and accounts representing an undivided interest in "Upshur County, Texas, Certificates of Obligation, Series 1985B"; and resolving other matters incident and related to the payment of such invoices or statements.

WHEREAS, pursuant to an order 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" (the "Certificates") 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 (collectively herein referred to as the "Projects") and further authorized claims and accounts representing an undivided interest in the Certificates to be incurred in connection with the payment of the contracts let for the Projects; and

WHEREAS, statement(s) or invoice(s) for work performed, services rendered and materials delivered under and pursuant to one or more of the contracts let in relation to the Projects to be paid with the Certificates have been submitted to the Commissioners' Court for approval and payment, such statements or invoices being identified in Exhibit A attached hereto and incorporated herein by reference as a part of this order for all purposes; and

WHEREAS, the Court has been advised and hereby finds that the work, services and materials, as the case may be, covered by each of the statement(s) or invoice(s) identified in Exhibit A has been duly performed, rendered and delivered and all consents, approvals and conditions precedent for the payment thereof have been obtained, given or satisfied; now, therefore,

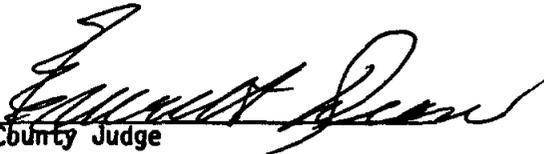
BE IT ORDERED, ADJUDGED, AND DECREED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That each statement or invoice identified in the schedule attached hereto as Exhibit A is hereby approved for payment and each of said statements or invoices shall be and is hereby authorized to be paid by a claim and account representing an undivided interest in the Certificates; a listing of the claims and accounts herein authorized to be delivered in payment of such invoices and statements, the contracts that such claims are being issued to pay and the amount of the claims to be delivered being identified in Exhibit A attached hereto.

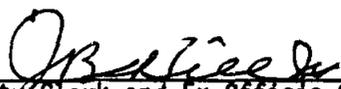
SECTION 2: That the County Auditor is hereby authorized and to complete the execution of the claims and accounts approved and authorized to be delivered in payment of said statement(s) or invoice(s) and, together with the County Judge and County Clerk, cause the same to be delivered to the contractors, vendors or suppliers, as the case may be.

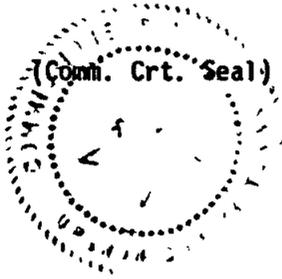
PASSED AND ADOPTED, this the 9th day of December, 1985.

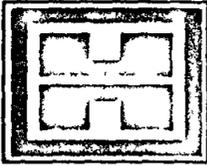
UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


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





THE R. E. HABLE COMPANY

(214) 874-8291
P. O. DRAWER 850
CORSIANA, TEXAS 75110

RECEIVED

DEC 3 1985

VOL. 216 PG. 561

December 2, 1985

RECEIVED
TREASURER'S OFFICE

Commissioners Court of Upshur County
P.O. Box 730
Gilmer, Texas 75644

DEC 2 8 1985

Attention: The Honorable Judge Everett Dean

Reference: Upshur County Justice Center
October Draw Requests

Dear Judge Dean:

Enclosed are the draw requests from the contractors working on the new center for the month of November. The Jail request, to be paid with current funds, are as follows:

Adtec Security, Inc.	81,180.00	81,179.60
Rush Construction Co., Inc.	38,700.00	
Byron Crook Electric Co., Inc.	5,670.00	
Mosby Mechanical	16,200.00	
Motley's Roofing	23,739.27	
Longview Building Systems	2,478.60	
TOTAL JAIL AREA:		\$167,967.87

The Justice Center requests, to be paid with certificates of obligation are as follows:

Mid South Fire Protection	11,160.00	held up
Rush Construction Company, Inc.	6,300.10	
Byron Crook Electric Co., Inc.	3,555.00	
Motley's Roofing	22,747.50	
Longview Building Systems	765.00	
J. D. Cooper, Inc.	8,100.00	
TOTAL JUSTICE AREA:		\$52,627.60

The Justice Center draws have been forwarded to Ed Esquivel, and he will forward to you the motion to be passed at the 12/11/85 Commissioners Court meeting for the Certificates of Obligation.

Sincerely

THE R. E. HABLE COMPANY

William Carter
William Carter
Project Manager

WC/bt

DEC 2 1985
DEC 2 1985

271. 26 PG. 562

CANNON'S JOHNNY SERVICE
P.O. BOX 700
GLADWATER, TEXAS 75647
PHONE (214) 645-3553

BILL TO: UPSHUR COUNTY COURTHOUSE FOR JOB: UPSHUR COUNTY JUSTICE CENTER
ATTENTION: KEITH PARKER
P.O. BOX 730
GILMER, TX 75644
GILMER,
CUST # 000200 TOB #

INVOICE #: 1002 INVOICE DATE: 11/30/85 RENTAL CONTRACT #: 8984
P.O. #

PERIOD: FROM 11/01/85 TO 11/30/85

DATE	QUANTITY	DESCRIPTION	ORIG	UNITS	SERV	RENTAL AMOUNT
11/01/85	001		0	1	0	90.00

"76"

TREASURER'S OFFICE
RECEIVED

NOV 26 1985

VERIFIED COUNTY Amount
By MFB Date 12-9-85
Acc. Code 28-775-4495

NO. NUMBERS:

TOTAL RENTAL	90.00
TAX	.00
BY THIS AMOUNT	90.00

JAIL PLANNERS, INC.

P.O. Box 1731
Corsicana, Texas 75110
(214) 872-1444

December 1, 1985

The Honorable Everett Dean
County Judge
P.O. Box 790
Gilmer, Texas 75644

REQUEST FOR FUNDS

Project: Upshur Co.

Explanation:

Article 4b \$2,330.10 per month during construction for the month of November 1985.

Total amount requested: \$2,330.10 ✓

RECEIVED

VERIFIED COUNTY TREAS
By M. G. B. 12-02-85
Rec. No. 78-775-4165

DEC 2 1985

Everett Dean

Associates in Dallas, Houston, Galveston, San Antonio, and New Orleans

JAIL PLANNERS, INC.

P.O. Box 1731
Corsicana, Texas 75110
(214) 872-1444

December 1, 1985

The Honorable Everett Dean
County Judge
P.O. Box 790
Gilmer, Texas 75644

REQUEST FOR FUNDS

Invoice #JR31

Project: Upshur Co.

Total amount requested: \$414.61

Explanation: Reimbursables expenses through November 1985

Itemization:

Geyer

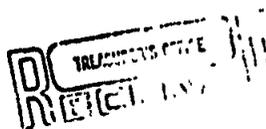
Transportation.....	\$41.50
Lodging & Meals.....	13.02
Misc.....	2.75
Printing.....	39.15
Rendering.....	59.41

Frisby

Long Distance.....1.61

Hobbs/Wiginton & Fawcett

Transportation.....	207.00
Long Distance.....	4.44
Printing.....	6.20
SAFFERg.....	19.95
	30.58



Treas. *Everett Dean* DEC 2 1985
 by M. B. date 12-02-85
 Acc. Code 78-775-465

Associates in Dallas, Houston, Galveston, San Antonio, and New Orleans

Lump Sum Subcontract Agreement

This Agreement made this 22nd day of July, 19 85, by and between Felix Thomson Company, 307 Enterprise, Longview, Texas 75604 hereinafter called Subcontractor and The Upshur County Commissioners Court, Gilmer, Texas, hereinafter called the Owner.

WITNESSETH: That Subcontractor and the Owner in consideration of the mutual promises herein contained, agree as follows:

1. Subcontractor agrees to furnish and pay for all materials, labor, scaffolding, equipment, tools, applicances, licenses, permits and everything necessary for the proper completion of the work described in paragraph 2 hereon, for a Upshur County Justice Center, Gilmer, Texas for The Commissioner's Court of Upshur County, Texas hereinafter called Owner, in accordance with the General Conditions, Special Conditions and Supplementary General Conditions of the contract and in accordance with the drawings and specifications prepared by Hobbs, Wiginton & Fawcett hereinafter called the Architect; all of which General Conditions, Special Conditions, Supplementary General Conditions, drawings and specifications (hereinafter referred to as "Contract Documents"), form a part of this Agreement between the Subcontractor and the Owner.

2. Subcontractor and the Owner agree that the materials to be furnished and the work to be done (hereinafter referred to as the "Work") by Subcontractor are:

- SECTION 10162 - Toilet Partitions
- SECTION 10350 - Flag Poles - (2 each)
- SECTION 10800 - Toilet Accessories
- SECTION 20990 - Fire Extinguishers - (4 each)

Rough hardware required for installation of toilet partitions and toilet accessories is included in this contract.

Installation of flag poles and flag pole bases is by others.
Installation of fire extinguishers is by others.

This contractor is to haul off the job site all trash generated by his activities.

All items and services necessary for and reasonably incidental to the proper completion of the above work.

3. The Contract Price to be paid by the Owner to Subcontractor shall be: Ten thousand one hundred thirty-two and no/100----- (\$10,132.00) subject, however, to additions and/or deductions as provided in this Subcontract. On or about the twenty-fifth of each month, Subcontractor shall submit to the Owner in the form required, a written requisition for payment showing the aggregate value of the work performed (and materials suitably stored), through the last day of the preceding month from which there shall be deducted retainage of ten percent (10%) or such aggregate value, all previous payments made under prior requisitions, the aggregate amount of all payments made by the Owner to others on behalf of Subcontractor and all other amounts which the Owner is entitled to retain, subject to approval by the Owner and the Architect of the amount of the valuation of the work stated in each requisition. The Owner shall pay Subcontractor the amount of the approved value of the work less the amount deducted therefrom as provided above. The Owner may withhold payments due Subcontractor pending determination by the Owner of the proper application of all previous partial payments and Subcontractor agrees to render all necessary assistance to Owner in making such determination. Prior to its first monthly requisition, Subcontractor shall submit a detailed estimate breakdown showing the subdivision of the contract price into its various parts to be used for checking Subcontractor's monthly requisition for payment. This estimate breakdown shall be subject to the Owner and Architect's approval. The balance of the contract price shall be paid to Subcontractor upon (a) satisfactory completion of all of Subcontractor's work, (b) acceptance thereof by the Owner, (c) furnishing to the Owner satisfactory evidence that all labor and material accounts of Subcontractor have been paid in full. Subcontractor agrees to hold all payments received hereunder as a trust fund for the payment of all obligations incurred by Subcontractor in connection with the work. No payment to Subcontractor shall operate as an approval of Subcontractor's work or materials, or any part thereof.

3-A. The Owner proposes to pay all or a portion of this Agreement with certificates of obligations (and/or claims and accounts representing an undivided interest in said certificates), which certificates (and/or claims and accounts) are to be authorized, issued and delivered in accordance with the provisions of Article 2368a.1, V.A.T.C.S. The certificates (and/or claims or accounts) will be delivered to the Subcontractor as work is performed, and the Owner has made arrangements for such certificates to be transferred and assigned to a financial institution () at their face value (no accrued interest) for cash. The Subcontractor has heretofore elected and does hereby elect to transfer and assign all certificates of obligation (and/or claims and accounts) issued and delivered to the Subcontractor by the Owner for work performed and furnished under this agreement.

4. Subcontractor agrees to commence the work when directed by the Owner and to complete the work within as required days from date of this agreement. On receipt of written notice from the Owner, Subcontractor shall cease performance of the work or portions thereof and shall resume performance on receipt of like notice. Subcontractor agrees to diligently and continuously prosecute the work and to coordinate the work with other work being done on the project by other trades, so that the Owner shall not be delayed by any act or omission of Subcontractor in completion of the general contract within the time specified in the contract documents. If Subcontractor shall delay the material progress of the work and as a result thereof the Owner shall become liable for damages or shall incur additional costs, Subcontractor shall indemnify the Owner on account of any such damages and additional costs.

5. No alterations shall be made in the work as shown or described by the contract documents except on the written order of the Owner, and when so made the value of the work or materials added or omitted shall be computed and determined by the Subcontractor, subject to the written approval and acceptance by the Owner, and the amount so determined shall be added to or deducted from the contract price. Subcontractor shall have no claim for additional work unless such work has been done in pursuance of a written order from the Owner. In case of disagreement as to adjustment, Subcontractor shall proceed with performance of the alterations pending the determination of such adjustment.

6. Subcontractor shall effectually secure and protect the work and shall bear and be liable for, and shall repair and replace, all loss and damage of any kind which may happen to the work at any time prior to the final completion and acceptance thereof from any cause whatsoever and the Owner will not in any manner be responsible for any such loss or damage. Subcontractor shall indemnify and save harmless the Owner against loss or expense by reason of the liability imposed by law upon the Owner for damages because of bodily injuries including death at any time resulting therefrom accidentally sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work whether such injuries to persons or damages to property are due or claimed to be due to any negligence of Subcontractor, the Owner, its or their employees or agents or any other person.

Subcontractor shall take out, maintain and pay for insurance during the period covered by this Subcontract, through agents, in such amounts as set forth in the specifications. Companies shall be approved by the Owner. If Subcontractor shall fail to deliver such Certificate of Insurance to the Owner within forty-eight (48) hours after demand and in any event prior to commencement of the work on the project site, the Owner may obtain such insurance for Subcontractor and pay the premiums thereon and Subcontractor shall repay the Owner on demand, any sum or sums paid therefore, under this Subcontract. Every policy of insurance required hereunder shall provide for giving to the Owner ten (10) days' prior written notice of the cancellation thereof.

Any policy of insurance covering Subcontractor's own tools, plant and facilities against loss by physical damage shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner.

7. Subcontractor shall not let, assign or transfer this Subcontract or any part hereof, or any interest therein, or any amounts due or to become due hereunder, without the written consent of the Owner.

8. Subcontractor will pay all social security, other taxes and contributions imposed upon it as an employer in connection with the performance of this Subcontract, and will furnish evidence, when required by the showing that all such payments required to be made have been paid. Subcontractor shall pay all local, state and federal taxes in connection with the work and charges for all utility services, including water and power, used by Subcontractor in the performance of its work.

9. Payments otherwise due may be withheld by the Owner on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing of claims or liens, failure to Subcontractor to make payments properly to its subcontractors or for material or labor or a reasonable doubt that the Subcontract can be completed for the balance then unpaid. If the said causes are not removed on written notice, the Owner may pay the cost of same at Subcontractor's expense by the use of such withheld payments or otherwise.

10. Subcontractor will save and keep the building or buildings referred to in this Subcontract and the lands upon which they are situated, free from all mechanic's liens and all other liens by reason of its work or of any materials or other things used by it in the work, and does hereby indemnify the Owner against any loss, damage, expense or claim arising out of Subcontractor's failure to keep such building or buildings free of liens. If Subcontractor fails to remove any lien by bonding it or otherwise the Owner may retain sufficient funds, out of any money due or thereafter to become due to Subcontractor to pay the same.

11. Subcontractor shall, at its own cost, apply for and obtain all permits required in connection with the work. In performing the work, Subcontractor shall comply in every respect with all state, federal and municipal laws, codes, ordinances and regulations relating thereto, including without limitation, the Fair Labor Standards Act. Subcontractor does hereby agree to hold the Owner harmless from any loss or expense arising out of any violation of any such law, code or regulation.

12. If by any of the contract documents referred to in paragraph 1 above, it is required that temporary buildings or facilities shall be furnished by the Owner for the use of the Architect or their representatives at the site of the work, the labor, materials, equipment and fixtures of the same general kind or character as that required to be furnished by Subcontractor pursuant to paragraph 2 above, shall also be furnished by Subcontractor for such temporary buildings or facilities. The contract price specified in paragraph 3 includes compensation for such additional labor, materials, equipment and fixtures.

13. Subcontractor will clean up and haul away all debris occasioned by the work done by it hereunder and will leave the building and premises clean insofar as the work performed under this agreement is concerned. If, after 24 hours' notice by the Owner's representative to Subcontractor's representative at the site of the work, Subcontractor has not diligently proceeded with the clean up as outlined in this paragraph, then the Owner has the right to proceed with the clean up work at Subcontractor's cost and expense.

14. Subcontractor shall submit to the Owner within five days after execution of the Subcontract, complete shop drawings, data, catalogue cuts and/or samples as required by the contract documents. Approval of any such drawings, data, catalogue cuts and/or samples shall not relieve Subcontractor of any responsibility for execution of the work in accordance with the requirements of the contract documents.

15. Subcontractor shall provide Payment and Performance bonds on the form prescribed by and with surety acceptable to the Owner in the full amount of this Subcontract for the faithful performance of this Subcontract. The premium for bonds shall be paid by Subcontractor, or, in the event this agreement is for less than \$25,000 and in lieu of furnishing a Payment and Performance bonds, Subcontractor agrees that no money shall be paid by Owner to Subcontractor under this agreement until completion and acceptance of all work to be performed and furnished hereunder.

16. If Subcontractor at any time refuses or neglects to supply adequate and complete supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any agreement for the benefit of its creditors or fail to pay promptly its obligations or if a receiver be appointed for Subcontractor or its assets, or if Subcontractor be adjudged a bankrupt, or fail in the performance of any of the agreements on its part contained herein, the Owner shall have the option, after 48 hours' written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due from the Contractor to Subcontractor. The Contractor shall also be at liberty to terminate the employment of Subcontractor on said work and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon, and to employ any other person or persons to finish the work and to provide the materials therefore; and in case of such discontinuance of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it, until the work shall be finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by the Owner in finishing Subcontractor's work, such excess shall be paid by the Owner to Subcontractor, but if such expenses shall exceed such unpaid balance Subcontractor shall pay the difference to the Owner. The expense incurred by the Owner shall include all costs of finishing the work including all obligations incurred by Subcontractor, any damages incurred through the default of Subcontractor and all costs or expense incurred by the Owner. The rights of the Owner provided by this paragraph shall not be exclusive of any other rights or remedies.

17. Subcontractor will cooperate with the Owner and other Subcontractors or separate contractors whose work might interfere with Subcontractor's work and will participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Owner of any such interference.

18. Subcontractor shall within 24 hours after receiving written notice from Owner, proceed to take down all portions of the work condemned by the Architect or the Owner, and shall make good at its own cost, all work of others damaged or destroyed thereby and replace all such condemned work with proper work. In case of the failure of Subcontractor to promptly remove or replace any portion of the work as aforesaid, the Owner shall have the right itself or through others, to take down and remove the same and to purchase and install new materials in replacement thereof and the cost thereof together with the cost of making good all other work destroyed or damaged by such removal and replacement, shall be borne by Subcontractor and shall be paid to the Owner on demand or may be deducted by the Owner from any payments due or to become due to Subcontractor.

19. Subcontractor agrees to indemnify and save harmless the Owner and his agents against all damages which they or either of them may sustain by reason of anything to be supplied hereunder being covered by a patent not owned by Subcontractor, and at the expense of Subcontractor to defend any action brought again the Owner founded upon the claim that any such thing or any part thereof infringes any such patent.

20. Subcontractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner, any workmanship, materials and equipment furnished hereunder with respect to which defects shall appear, and any equipment furnished hereunder which shall fail to develop ratings, capacities or characteristics required by the contract documents, at any time within a period of one year after acceptance of the work or within such longer period thereafter as may be provided in the contract documents. Subcontractor shall also pay all costs necessary to remove, replace and/or repair any other work which may be damaged in removing, replacing or repairing any portion of the work.

Subcontractor shall execute such separate guarantees for the benefit of, and enforceable by, the Owner as may be required by the contract documents.

21. Subcontractor expressly waives any claim for damages on account of any delay, obstruction or hindrance regardless of the cause of such delay, obstruction or hindrance.

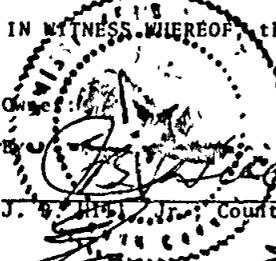
22. Subcontractor agrees to abide by and comply with all procedure rules and regulations with regard to non-discrimination issued or to be issued by Equal Employment Opportunity Commission or Executive Order, insofar as they may apply to the work covered by this agreement.

23. All negotiations and agreements prior to the date of this agreement not included herein are hereby voided.

24. This Subcontract shall bind the executors, administrators, successors and assigns of the parties hereto.

25. No provision contained in this Subcontract shall create or give to third parties (other than the Owner) any claim or right of action against the Owner or Subcontractor beyond such as may legally exist in the absence of such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.


J. W. [Signature] County Clerk
Evertt Dean, County Judge
Haddis Lindsey, Commissioner 1
W. Meadows, Commissioner 2
David Loyd, Commissioner 3
Paul Davis, Commissioner 4

FELIX THOMSON COMPANY
Subcontractor
By [Signature] Manager
Name _____ Title _____

RECORDED
J.D. [Signature]
COMM. [Signature]
1965 DEC 10 AM 11:37
BY _____

VOL. 26 PG. 568

TEXAS JUSTICE COURT TRAINING CENTER

**SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349**

December 11, 1985

Hon. Everett Dean
Upshur County
Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

During the week of December 3-6, 1985, Judges W. S. Chasteen, R. E. "Bob" Crowder, W. V. Ray and Howard Clifton successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,



Scott C. Smith
Executive Director



Long Motor Company, Inc.

621 North Wood Street Telephone Area Code 214-843-2521
GILMER, TEXAS 75644

December 6, 1985

Upshur County Commissioners Court
Gilmer, Texas 75644

Dear Sirs:

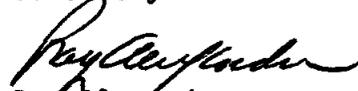
Please consider our bid on the following:

- (1) 1986 Ford F700 102" Cab to Axle 171" Wheelbase
21000 lb G V W
17500 lb 2 Speed Rear Axle
7000 lb Front Axle
370 cu in V8 w/2 bbl. Carb.
4 spd New Process 435 Trans.
Magnetic Drain Plug-Rear Axle
Power Steering
Front Shock Absorbers
H D Hydraulic Power Brakes
H D Seat Trim
R & L Spot Lights
Cigar Lighter
1 Sun Visor
Turn Signals-Dual Faced Fender Mounted
Warning Lights-Engine Oil & Water Temp
Tinted Windshield
60 Amp Alternator
12 volt 71 Amp per hr Battery
Heavy Duty Air Cleaner
Extra Cooling Radiator
Throttle Lock.
Heavy Duty Frame 18.0 S. M. Frame 50,000 lb P S I
1-35 gal Gas Tank
9000 lb Cap Front Springs
23340 lb Cap Main Springs w/Aux. Rear
Front Toe Hooks
9.00X20 10 Ply-4 grp. 5 Tires
10 Hole Steel Disc Wheels
2 Way P T O Floor Mounted Control.

I could sell this unit for \$18,093.10.

Thank you.

Sincerely


Ray Alexander
Vice President

RA/cb

**AFFIDAVIT TO
UPSHUR COUNTY**

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Long Motors Co. Inc

Signed by Ray Alexander V. Pres.
(Sign name in writing) (Title)

Address P.O. Box 729 Helina, Texas 75644
(Street or Box) (City) (Zip Code)

Telephone No. 843-2521

Date 12/6/86

AFFIDAVIT

STATE OF TEXAS
COUNTY OF Upshur

Before me the undersigned authority on this the 6 day of Dec., 19 85, personally appeared Ray Alexander who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



BOBBIE HANKINS
Notary Public, State of Texas
My Commission Expires 1-22-88

Bobbie Hankins
Notary Public in and for the State of Texas
My commission expires _____

Note: Bids not notarized will not be considered.



Long Motor Company, Inc.

621 North Wood Street Telephone Area Code 214-843-2521
GILMER, TEXAS 75644

November 15, 1985

Upshur County
Gilmer, Texas 75644

Attn: Everett Dean, Upshur County Judge

Gentlemen:

Please consider our bid on the following:

- (4) 1986 Ford LTD Crown Victoria S 4 Dr.
 - 351 Engine V8 Police Pkg.
 - Heavy duty transmission
 - Heavy duty radiator
 - Heavy duty alternator
 - Heavy duty battery
 - Heavy duty shocks
 - Power locks
 - Gauges-Oil pressure, Amp and Water temp.
 - Air Conditioning
 - Power steering and brakes
 - Dual mirrors
 - Dual exhaust
 - Electric clock
 - Pos. trac. rear end
 - Fabric radial bsw tires
 - Full Size spare tire
 - Calibrated speedometer
 - Spot light
 - Vinyl seats
 - AM/FM Radio
 - Trans. cooler
 - Tinted glass (Not requested on bid, but figured in)

Approximate delivery date--105 days.

I could sell the above units for \$12,223.74 each, a total of \$48,894.96.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Ray Alexander".

Ray Alexander
Vice President

RA/cb

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Long Motor Co., Inc.

Signed by Ray Alexander Vice President
(Sign name in writing) (Title)

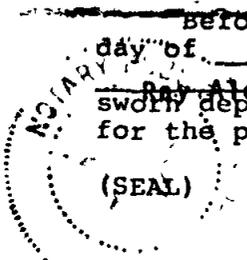
Address: 621 N. Wood St. Gilmer, Texas 75644
(Zip Code)

Telephone No. 843-2521 Date 11-12-85

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 12th
day of November, 19 85, personally appeared
Ray Alexander who being duly
sworn deposes and says that he signed the above instrument
for the purposes and considerations herein expressed.



Claudene Bowden
Notary Public in and for Upshur County, Texas
My commission expires 6-30-88

Note: Bids not notarized will not be considered.



YAZELL CHEVROLET - OLDSMOBILE, INC.

701 SOUTH WOOD STREET
GILMER, TEXAS 75644

843-2561



VOL. 26-573

PURCHASER'S NAME UPshur County SOC. SEC. NO. _____ DATE 11/22/85
 PURCHASER'S ADDRESS _____ AGE _____ RESIDENCE PHONE _____
 CITY, STATE & ZIP Gilmer Texas BUSINESS PHONE _____

PLEASE ENTER MY ORDER FOR THE FOLLOWING:
 NEW USED CAR TRUCK STOCK NO. _____
 YEAR 86 MAKE Chev MILEAGE _____
 MODEL OR SERIES 1B269 BODY TYPE 4Door
 COLOR SOLID TRIM VINYL
 M.V.I. OR SER. NO. _____ ENG. TYPE 350V8

CASH DELIVERED PRICE OF VEHICLE \$ _____
1986 Chev CAPRICE 4door
SEDAN
 ACCESSORIES Police Package = 325 each
Auto TRANS. w/OVER DRIVE
Power Door Locks.
Gauge Package
AIR COND.
Power STG + Power BRAKES
DUAL MIRRORS
ELECT. Clock.
POST. TRAK REAR AXLE
FABRIC RADIAL TIRES -(5)
CALIBRATED speedometer
SPOT LAMP
AM/FM RADIO
TRANS. Cooler.

TO BE DELIVERED ON OR ABOUT _____ SALESMAN ROY OWENS
 WARRANTY DISCLAIMER

Disclaimer Does Apply Disclaimer Does NOT Apply
 We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The Manufacturer's Warranty is not affected by this disclaimer of Warranty by the Selling Dealer.
 The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.
 AS IS: this Vehicle is sold "as is" by us

USED VEHICLE TRADED IN AND/OR OTHER CREDIT
 YEAR _____ MAKE OF TRADE-IN _____
 MODEL OR SERIES _____ BODY TYPE _____
 COLOR _____ TRIM _____
 M.V.I. OR SER. NO. _____ ENG. TYPE _____

I CERTIFY THE ODOMETER READING ON MY ABOVE TRADE REAP'S _____ MILES. THE ODOMETER HAS HAS NOT EXCEEDED 100,000 MILES. SIGNATURE: _____

BALANCE OWED TO	
ADDRESS	
USED TRADE-IN ALLOWANCE	\$
BALANCE OWED ON TRADE-IN	\$
NET ALLOWANCE ON USED TRADE-IN	\$
DEPOSIT OR CREDIT BALANCE	\$
CASH WITH ORDER	\$
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	\$

DUAL Exhaust NOT AVAILABLE	
Cash Price of Vehicle & Accessories <u>each</u>	\$ <u>10308.46</u>
STATE AND LOCAL TAXES	_____
License, License Transfer, Title, Registration Fee	_____
TOTAL PRICE OF UNIT <u>each</u>	\$ <u>10308.46</u>
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ _____
UNPAID CASH BALANCE DUE ON DELIVERY <u>each</u>	\$ <u>10308.46</u>

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order

PURCHASER'S SIGNATURE [Signature] DATE 11/22/85
 ACCEPTED BY [Signature] PER _____ (DEALER) (NAME AND TITLE)

ORIGINAL "THANK YOU - WE APPRECIATE YOUR BUSINESS" RETAIL ORDER FOR A MOTOR VEHICLE
 IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

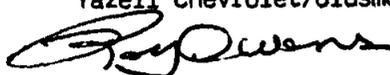
VOL. 26 PG. 574

YAZELL CHEVROLET-OLDS, INC.
701 S. WOOD BOX 220
843-2561 758-3922
GILMER, TEXAS 75644

December 2nd, 1985

This is to state that Yazell Chev/Olds, Inc. of Gilmer Texas and Roy Owens did make an error on the bid for the Police Package cost to Upshur County of \$2000.00 and hereby request a chance to rebid on the units.

Yazell Chevrolet/Oldsmobile, Inc.



Roy Owens

Thanks for your cooperation.

REC'D
J.G. WOOD
CITY CLERK

1985 DEC 18 11 5 45

BY _____

BY _____

TODAY'S CHEVROLET 

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE December 12, 1985

Formal notice is hereby given that Kenneth Hankins
whose principal address is P.O. Box 106, Diana, Texas 75640
does propose to place a water line
within the ROW of County Road Zinna Road
as follows:

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

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

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

[Handwritten signature]
12-13-85

NAME Kenny Hankins

TITLE _____

ADDRESS _____

VOL. 26 PG. 576

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE December 9, 1985

Formal notice is hereby given that Randy Harrison
whose principal address is Rt. 1 Box 355, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Bob White Road
as follows:

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

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

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

297-1114

NAME _____

TITLE _____

ADDRESS _____

[Handwritten Signature]
12-13-85

AN ORDER approving and authorizing the payment of invoices or statements with claims and accounts representing an undivided interest in "Upshur County, Texas, Certificates of Obligation, Series 1985B"; and resolving other matters incident and related to the payment of such invoices or statements.

WHEREAS, pursuant to an order 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" (the "Certificates") 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 (collectively herein referred to as the "Projects") and further authorized claims and accounts representing an undivided interest in the Certificates to be incurred in connection with the payment of the contracts let for the Projects; and

WHEREAS, statement(s) or invoice(s) for work performed, services rendered and materials delivered under and pursuant to one or more of the contracts let in relation to the Projects to be paid with the Certificates have been submitted to the Commissioners' Court for approval and payment, such statements or invoices being identified in Exhibit A attached hereto and incorporated herein by reference as a part of this order for all purposes; and

VOL. 26 PG. 58

WHEREAS, the Court has been advised and hereby finds that the work, services and materials, as the case may be, covered by each of the statement(s) or invoice(s) identified in Exhibit A has been duly performed, rendered and delivered and all consents, approvals and conditions precedent for the payment thereof have been obtained, given or satisfied; now, therefore,

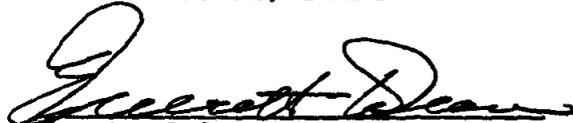
BE IT ORDERED, ADJUDGED, AND DECREED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That each statement or invoice identified in the schedule attached hereto as Exhibit A is hereby approved for payment and each of said statements or invoices shall be and is hereby authorized to be paid by a claim and account representing an undivided interest in the Certificates; a listing of the claims and accounts herein authorized to be delivered in payment of such invoices and statements, the contracts that such claims are being issued to pay and the amount of the claims to be delivered being identified in Exhibit A attached hereto.

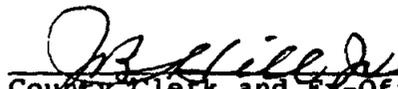
SECTION 2: That the County Auditor is hereby authorized and directed to complete the execution of the claims and accounts approved and authorized to be delivered in payment of said statement(s) or invoice(s) and, together with the County Judge and County Clerk, cause the same to be delivered to the contractors, vendors or suppliers, as the case may be.

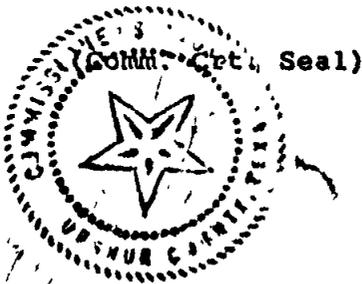
PASSED AND ADOPTED, this the 19 day of November, 1985.

UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


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



FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 17 AM 8:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

