

UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

December 16, 1985

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

Judge Dean read the minutes of Dec. 9, 1985. Motion by J. W. Meadows seconded by David Loyd to approve the minutes as read with no corrections. Motion carried.

Motion by Gaddis Lindsey seconded by J. W. Meadows to accept road into county lateral road system in Pct. #1. The road is approximately .75 miles in length and the legal description is on file at the County Surveyor's Office. Motion carried. Copy attached.

Bids on copier were opened and were as follows:

1.a Electronic Business Machines, Inc. of Longview, Tx.	
(2) 3M Model 516's at \$1,165.00 ea -- Total	\$2,330.00
(2) 3M Model 516 stands at \$75.00 ea	Total \$ 150.00
b. (2) 3M Model 570AG at \$1,985.00 ea.	Total \$3,970.00
(2) 3M Model 570 stands at \$150.00 ea	Total \$ 300.00
2. Copy Products of Sulphur Springs, Texas	
a. 2 Savin 5015 Copiers at \$1,690 ea -- Total	\$3,380.00
2 Stands at \$150.00 ea.	--- Total \$ 300.00
b. 2 Canon 270 Copiers at \$2,470 ea --- Total	\$4,940.00
3. Heritage Business Machines of Longview, Tx.	
a. 2 Sharp SF 7100 Copiers at \$1,395.00	Total \$2,790.00
2 Copier Cabinets at \$150.00 ea -- Total	\$ 300.00
Less Government Discount	400.00
	Total \$2,690.00
b. 2 Sharp SF 8200 Copiers at \$3,995.00	Total \$7,990.00
2 Copier Cabinets at \$200.00	Total \$ 400.00
	\$8,390.00
Less Government Discount	2,000.00
	Total \$6,390.00
c. 2 Sharp SF 7200 Color Copiers at \$1,745.00	\$3,490.00
2 copier Cabinets at \$160.00	Total \$ 320.00
	\$3,810.00
Less Government Discount	600.00
	Total \$3,210.00
4. Complete Business Systems, Inc. of Longview Tx.	
RICOH 3050 w/2 cassettes	\$1,849.00
Optional - Open Stand	65.00
Optional - Cabinet Stand	110.00

Motion by J. W. Meadows seconded by Gaddis Lindsey to table bids for further study. Motion carried. Copies attached.

Motion by Judge Dean seconded by J. W. Meadows to place Judge Virgil Mulanax on the County Payroll for the money coming from Juvenile Probation Board. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve the payroll changes of:

Talitha Thompson	----	Tax Office	----	Longevity
Paula Schoon	-----	Sheriff's Office	--	Longevity
James Hutchings	----	Pct. #4	---	Longevity
Jerry Lynn Kuhn	----	Sheriff's Office	--	Hired

Motion carried. Copies attached.

Motion by Judge Dean seconded by David Loyd to name Vernon Vick Investment Officer for Upshur County. Motion carried.

Motion by Judge Dean seconded by David Loyd to name Vernon Vick Computer Budget Officer. Motion carried.

Motion by J. W. Meadows seconded by David Loyd to approve change order setting salary for Assistant Auditor at \$1,126.22. Motion carried. Certified copy attached.

VOL. 26 PG. 582

Motion by David Loyd seconded by J. W. Meadows to ratify contract with Mid South Company for work on Upshur County Justice Center. Motion carried. Copy attached.

Motion by David Loyd seconded by J. W. Meadows to approve payment of bill to Mid South Company for \$11,160.00. Motion carried. Copy attached.

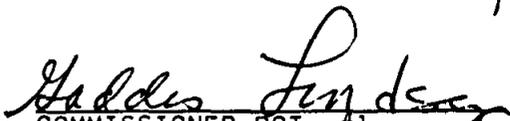
Motion by J. W. Meadows seconded by David Loyd to approve payment on bills on jail. Motion carried. Copy attached.

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

J. B. Hill, Jr., County Clerk, discussed the need for voting booths with the Court. He told them that by law one booth per each 150 voters is required. The Court discussed different types and prices of booths but no action was taken at this time. Mr. Hill also reminded the Court that elected officials have until Jan. 16, 1986 to file financial reports.

Court went into Executive Session.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3

COMMISSIONER PCT. #4

*Agreement on Bob Davis
Road at East Mountain*

I, BOB DAVIS, DO HEREBY REQUEST

THAT THE COUNTY OF UPSHUR ASSUMES LEGAL CONTROL & MAINTENANCE OF A PRIVATE ROAD NOW OWNED BY ME. THE ROAD IS APPROXIMATELY .75 MILES IN LENGTH AND REQUEST IS MADE THAT THE ROAD BE DESIGNATED AS CLASS "C" COUNTY ROAD. THE LEGAL DESCRIPTION IS ON FILE AT THE COUNTY SURVEYOR'S OFFICE. EIGHT FAMILIES AT PRESENT USE THIS ROAD FOR ACCESS TO THEIR HOMES. THE ROAD IS ALSO AN OFFICIAL SCHOOL BUS ROUTE.

BOBBY D. DAVIS

Bobby D. Davis

FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 16 PH 3:06
UPSHUR COUNTY, TX.
BY _____ DEPUTY

*Approved
12-16-85*

**ELECTRONIC
BUSINESS
MACHINES, INC.**

1401 SOUTH HIGH • (214) 753-0271
P.O. BOX 7067 • LONGVIEW, TEXAS 75607

December 11, 1985

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

BID # I

EQUIPMENT PRICING

- (2) 3M Model 516's at \$1165.00 each.....\$2330.00
- (2) 3M Model 516 stands at \$75.00 each.....\$ 150.00

SERVICE & WARRANTY

There will be a 90 day warranty on any equipment purchased from Electronic Buisness Machines. This warranty covers all parts and labor. After the 90 day warranty you will be offered a maintenance contract which will cost \$245.00 per year and will include 36,000 copies. Each additional copy will be charged at .008 per copy. The maintenance will cover all parts and labor with the exception of the drum. The drum is warranted for 40,000 copies against manufacturers defects and cost \$260.00

DELIVERY TIME

Delivery can be made upon request.

EXCEPTIONS TO SPECIFFICATIONS

The 3M Model 516 meets all specifications with the exception of the stationary platen

Sincerely,
David Wilabay
David Wilabay
DEALER

OFFICE PRODUCTS **3M**

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:06

UPPER COUNTY, TX.

BY _____ DEPUTY

**ELECTRONIC
BUSINESS
MACHINES, INC.**

VOL. 26 PG. 585

1401 SOUTH HIGH • (214) 753-0271
P.O. BOX 7067 • LONGVIEW, TEXAS 75607

December 11, 1985

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

BID # 2

EQUIPMENT PRICING

- (2) 3M Model 570AG at 1985.00 each.....\$3970.00
- (2) 3M Model 570 stands at \$150.00 each.....\$ 300.00

SERVICE & WARRANTY

There will be a 90 day warranty with the purchase of the 3M equipment. This warranty covers all parts and labor. After the 90 day warranty you will be offered a maintenance contract which cost \$475.00 per year and will include 50,000 copies. Each additional copy will be charged at .008 per copy. The maintenance contract will cover all parts and labor with the exception of the drum. The drum is warranted for 40,000 copies against manufacturers defects and cost \$260.00.

DELIVERY TIME

Delivery time within 2 weeks after request.

EXCEPTIONS TO SPECIFICATIONS

- (1) 22 copies per minute
- (2) Two reductions and Two enlargements
- (3) Dual cassettes (Two cassettes in machine)
- (4) 11x17 size for size copying
- (5) Handles up to 30,000 copies per month
- (6) Clam Shell Design
- (7) Automatic Sensitron
- (8) Liquid Chrystal Display
- (9) Meets all other specifications

FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 16 PM 3:06

BY *Sincerely,*
David Wilabay

DEALER
OFFICE PRODUCTS



VOL. 26 PG. 286

BID PROPOSAL FOR
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS

PURCHASE PRICE:

2 Savin 5015 Copiers @ \$1,690.00 each	-	\$3,380.00
2 Stands @ \$150.00 each	-	300.00
		<u>\$3,680.00</u>

Price includes 90-day warranty, delivery, installation,
and training of all key users.

LEASE/PURCHASE PRICE:

36 months: \$90.51/month per machine (includes maintenance)
\$59.40/month per machine (without maintenance)

MAINTENANCE AGREEMENT:

12 months/24,000 copies: \$295.00/year per machine

SAVIN 5015 FEATURES:**

- o 15 copies/minute
- o Copies on any paper
- o Non-moving top
- o Sheet bypass
- o 1-99 counter
- o Up to 11x17 copies

**This machine is the same as Ricoh FT3020

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:06

UPSHUR COUNTY, TX.

BY _____
CLERK

BID PROPOSAL FOR
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS

PURCHASE PRICE:

2 Canon 270 Copiers @ \$2,470 each - \$4,940.00

Price includes 90-day warranty, delivery, installation,
and training of all key users.

LEASE/PURCHASE PRICE:

12 months: \$86.82/month per machine*

*Does not include maintenance.

MAINTENANCE AGREEMENT:

12 months/36,000 copies: \$440.00/year per machine

CANON 270 FEATURES:

- 27 copies/minute
- 2 modes reduction
- 1 mode enlargement
- Automatic exposure control
- Monocomponent toner - no developer costs
- Color change capability - black, brown, blue
- 5½x8½ through 11x17 copies
- Automatic sheet bypass
- Capability of 30,000 copies/month
- Copier programs Sorter automatically
- Self-diagnostics

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:06

UPSHUR COUNTY, TX

BY _____
CLERK

VOL. 26 PG 589

PROPOSAL FOR UPSHUR COUNTY

2 SHARP SF 8200 COPIERS @ \$3,995.00.....	\$7,990.00
2 COPIER CABINETS @ \$200.00.....	400.00
	<u>\$8,390.00</u>
***** LESS GOVERNMENT DISCOUNT *****	2,000.00
*****TOTAL PURCHASE PRICE*****	<u>\$6,390.00</u>

SUPPLIES AND SUPPLY YIELD

TONER BLACK.....	\$ 20.80
DEVELOPER BLACK.....	28.00
SF 80DR DRUM KIT(Guarantee: 6 mo.)	83.00
SF 80HR FUSER ROLLER KIT (6 mo.)	108.00
SF 80RL FUSER CLEANER KIT	13.35
	<u>\$253.15</u>

COST PER COPY.....\$.0115

LEASE PURCHASE PLAN

<u>YEARS</u>	1	2	3	4	5
<u>PAYMENT PER MONTH</u>	\$574.66	\$311.52	\$224.61	\$181.80	\$158.22

- * These prices include the interest charged by C.I.T. FINANCIAL SERVICES FOR THE TOTAL PURCHASE PRICE.
- * On the one or more year lease purchase plan, only the first payment is due upon the delivery date.
- * After the last lease payment, you pay one dollar and the equipment is yours.

*****NO CHARGE FOR INITIAL SUPPLIES*****
*****A \$253.15 VALUE*****

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:06

UPS HUR COUNTY, TX.

BY _____
DEPUTY

PROPOSAL FOR UPSHUR COUNTY

2 SHARP SF 7200 COLOR COPIERS @ \$1,745.00.....	\$3,490.00
2 COPIER CABINETS @ 160.00.....	320.00
	<u>3,810.00</u>
***** LESS GOVERNMENT DISCOUNT *****	600.00
*****TOTAL PURCHASE PRICE*****	<u>\$3,210.00</u>

SUPPLIES AND SUPPLY YIELD

BLACK TONER.....	\$15.00
DEVELOPER.....	22.00
FUSER ROLLER KIT(Guaranteed 6 mo.)	46.00
FUSER CLEANER KIT.....	11.20
DRUM KIT.....	<u>71.00</u>
	\$165.20
COST PER COPY.....	\$.015

LEASE PURCHASE PLAN

<u>YEARS</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>PAYMENT PER MONTH</u>	<u>\$288.68</u>	<u>\$156.48</u>	<u>\$112.84</u>	<u>\$91.33</u>	<u>\$79.48</u>

- *These prices include the interest charged by C.I.T. Financial Services for the total purchase price.
- *On the one or more year lease purchase plan, only the first payment is due upon the delivery date.
- *After the last lease payment, you pay one dollar and the equipment is yours.

***** NO CHARGE FOR INITIAL SUPPLIES*****
*****A \$165.20 VALUE*****

FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 16 PM 3:06
UPSHUR COUNTY, W. VA.
BY _____

COMPLETE BUSINESS SYSTEMS, INC.

306 SPUR 63 NORTH, LONGVIEW, TEXAS 75601



UPSHUR COUNTY COURTHOUSE

DIAL (214) 758-7958

RICOH 3050 With 2 Cassettes \$1,849.00

Optional - Open Stand \$ 65.00

Optional - Cabinet Stand \$ 110.00

90-Day Warranty on Each Machine

Service Location: Longview, Texas

Delivery Date: Immediate

See Service Prices On Enclosed Sheet.

COPIER SALES • SERVICE • SUPPLIES

John Spencer

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

VOL. 26 PG. 592

TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
 SUGGESTED FORM OF COMMISSIONERS COURT ORDER
 INCLUDING STATE AND DISTRICT OFFICIALS IN
 TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
 TO EXTENT OF SUPPLEMENTAL COMPENSATION PAID BY COUNTY

THE STATE OF TEXAS ¶
 COUNTY OF UPSHUR ¶

On this the 16 day of DECEMBER, 1985, the
 Commissioners Court of UPSHUR County, Texas, was convened
 in REGULAR session at a _____ Term of said
 Court, with the following members present, to wit:

EVERETT DEAN _____, County Judge
Gaddis Lindsey _____, Commissioner, Precinct #1
J. W. Meadows _____, Commissioner, Precinct #2
David Loyd _____, Commissioner, Precinct #3
 _____, Commissioner, Precinct #4
J. B. HILL _____, County Clerk

and at such session, among other proceedings, the following order was
 passed:

Whereas, by virtue of an order of the Commissioners Court of
UPSHUR County, Texas, adopted on the 16 day of
DECEMBER, 1985, said County became a participating sub-
 division in the Texas County and District Retirement System; and

Whereas, at said date of participation persons holding State or
 District offices who receive supplemental compensation from County funds
 in addition to the compensation received by them from the State of Texas
 were not eligible to be included, and in consequence were not included
 as employees of said County in the Texas County and District Retirement
 System; and

Whereas, by enactment of Chapter 522, Acts Regular Session, 62nd
 Legislature, the County has now been authorized on the terms therein
 stated to provide for inclusion of such State and District offices in
 the Texas County and District Retirement System to the extent of the
 compensation paid each such person by the County, and the Commissioners
 Court of UPSHUR County has determined that it is to the
 public interest that such officials be so included; it is therefore,

ORDERED BY THE COMMISSIONERS COURT OF WPSHUR COUNTY,
TEXAS:

"1. Pursuant to the provisions of Chapter 522, Acts of the Regular Session, 62nd Legislature, WPSHUR County hereby elects to include in the Texas County and District Retirement System effective the 16 day of DECEMBER, 1965, (the effective date of this order) all persons regularly engaged in the performance of the duties of an elective or appointive State or District office who, in addition to the compensation received from the State of Texas, are paid supplemental compensation from County funds of said County; and all such persons shall be considered to the extent of the compensation paid to such person by the County, to be employees of said County within the meaning of said Act, and as such eligible to membership in the Texas County and District Retirement System.

"2.(a) Every person who is, on the effective date of this order as above specified, within the class designated by this order to be included in the Texas County and District Retirement System, shall become a member of said System, as an employee of WPSHUR County, unless such person, within thirty (30) days from the effective date of this order, shall execute and file with the Director of said System a written waiver of membership, in such form as the Board of Trustees of said System may prescribe. Any person who files a waiver of membership as hereinabove provided, may subsequently apply for membership in said System as of the first day of any month thereafter and, if such person would then be eligible for membership in the System as a beginning employee of said County, may thereupon become a member of the System at that date but without credit for any service antedating the date of the membership.

"(b) Every person who subsequent to the effective date of this order becomes for the first time an employee of said County by reason of an employment described hereinabove, shall become a member of Texas County and District Retirement System at the date of such employment if he is then less than sixty (60) years of age. Any person who becomes an employee of the County subsequent to the effective date of participation, who is not already of member of the System, and who is age sixty (60) or greater at date of employment, may elect, but is not required, to become a member of the System.

"3. Any person who becomes a member of Texas County and District Retirement System pursuant to this order shall not be allowed credit for service rendered prior to the effective date of this order, unless within ninety (90) days after the effective date of said order:

"(a) For each and all months that such person performed service as an employee of said County between the effective date of this County's participation in Texas County and District Retirement System and the effective date of this order, such person shall pay over and deposit with said System a sum equal to the deposits which a member of the System drawing the same compensation from the County during the same period was required to make to said System; and

"(b) UPSHUR County within the ninety (90) day period from the effective date of this order shall contribute to the System an amount equal to, and for the purpose of matching, the deposits made by the member pursuant to paragraph 3(a), above.

"In the event the deposits mentioned in paragraphs 3(a) and 3(b) are made within the time specified, the sum so deposited by the member shall be credited to his individual membership account in the Employees Saving Fund of the System, and such member shall be allowed current service credit for each month of service from which his said deposits derive; and the matching deposits made by the County shall be deposited to its account in the Subdivision Accumulation Fund of the System.

"4. Any person who becomes a member of the System pursuant to paragraphs 1 and 2 of this order, and who shall make and cause to be made the deposits specified in paragraphs 3(a) and 3(b) above, shall be entitled to receive, and is hereby allowed, credit for 'prior service' rendered to this County prior to its participation in said System, and upon certification of his prior service in the manner provided by law and the Rules and Regulations of said System, shall be allowed an Allocated Prior Service Credit determined in the same manner and on the same percentage of Maximum Prior Service Credit as was used in determining the Allocated Prior Service Credit of those employees of the County who became members of said System on the date of this County's participation therein.

"Each such employee who claims 'prior service' credit for service performed before the effective date of participation prescribed above shall promptly file with the COUNTY TREASURER¹ a detailed written statement (on such forms as are prescribed by or under the direction of the Board of Trustees of the System) of all such prior service. The COUNTY TREASURER¹ is hereby authorized and directed to verify each such statement of prior service claimed, and upon being satisfied that the same is correct, to certify to the Board of Trustees of the System on behalf of this County: (a) length of 'prior service' for which credit is allowed by this County to the employee-member (stated in terms of months of such service), and (b) the 'average prior service earnings' of the employee-member, to be computed and reported as directed by the Board of Trustees of the System.

"5. Each person who becomes a member of Texas County and District Retirement System by virtue of this order shall make deposits to the System for each payroll period from and after the effective date of this order, at the rate of contribution prescribed for all employees of this County, upon all compensation (not exceeding the maximum earning for the period on which other employees of the County make deposits to the System) which said person receives out of County funds; and the COUNTY TREASURER² shall withhold the amount of such deposits from the compensation of the employee, and shall transmit the same to the System, along with the equal contribution of the County."

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: GADDIS LINDSEY, DAVID LOYD, J.W. MEADOWS, _____ and _____; and the following voted No: NONE.

Witness our hands officially this the 23 day of December, 1985.

1 Insert title of officer who is to verify and certify prior service records, as "County Auditor" or "County Clerk". If more than one, include each officer by title, and specify the function each is to perform for the County in the matter.
2 Insert payroll officer.

James D. [Signature]
County Judge

[Signature]
Commissioner, Precinct #1

[Signature]
Commissioner, Precinct #2

[Signature]
Commissioner, Precinct #3

Commissioner, Precinct #4

ATTEST:

[Signature]
County Clerk and Ex-Officio
Clerk of the Commissioners
Court, UPSHUR
County, Texas

FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 23 PM 12:00
UPSHUR COUNTY, TX.
BY _____

LONGEVITY RAISES EFFECTIVE
DECEMBER PAYROLL

VOL. 26 PG. 597

NAME	YEARLY SALARY	MONTHLY SALARY	LONGEVITY PER YEAR	YEARS	YEARLY SALARY PLUS LONGEVITY	MONTHLY SALARY PLUS LONGEVITY
1. TALITHA THOMPSON	\$9844.80	\$820.40	\$48.00	1	\$9892.81	\$824.40
2. PAULA SCHOON	\$12,354.12	\$1029.51	\$144.00	3	\$12,498.12	\$1,041.51
3. JAMES HUTCHINGS	10,084.80	\$840.40	\$48.00	1	\$10,132.80	\$844.40

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:07

UFC OR 111, 172.

BY _____

TO: PAYROLL DEPARTMENT

VOL 26 PG 598

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

EFFECT 12-16-85
(DATE & TIME)

EMPLOYEE JERRY LYNN KUHN

SOCIAL SECURITY NO. 458 04 2034 CLOCK NO. _____

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		<u>1437.38</u>
<input type="checkbox"/>		

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) DEPUTY - P203

FILED
J.B. MILL, JR.
COUNTY CLERK

CHANGE AUTHORIZED BY [Signature] DATE 12-10-85

CHANGE APPROVED BY [Signature] DATE _____

BY _____

THE STATE OF TEXAS
COUNTY OF UPSHUR

According to Article 1650 of Vernon's Civil Statutes, I, VIRGIL E. MULANAX, Judge 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby set the compensation of the Assistant County Auditor per the schedule adopted by the Upshur County Commissioners Court.

The monthly salary shall be \$1,126.22; Pay Group 14, Step 1, plus longevity pay, effective October 1, 1985. The monthly salary may be adjusted at a later date by an amended order in accordance with the budget allocation for the position.

This Order shall be entered in the Minutes of the 115th Judicial 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 of the Commissioners Court.

WITNESS MY HAND AT GILMER, TEXAS this the 19 day of December 1985.



Virgil E. Mulanax, Judge
115th Judicial District
Court, Upshur County, Texas



A CERTIFIED COPY
ATTEST: HORACE A. RAY
District Clerk, Upshur County

Dec 19 1985
Horace A. Ray
District Clerk

FILED
DEC 19 1985
COUNTY CLERK

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 19 PM 4:08

UPSUR COUNTY, TX.

BY _____
DEPUTY

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§
§
§

COUNTY OF UPSHUR

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

1. That on the 16th day of December, 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
J. W. MEADOWS
DAVID LOYD
PAUL DAVIS

COMMISSIONER, PRECINCT NO. 1
COMMISSIONER, PRECINCT NO. 2
COMMISSIONER, PRECINCT NO. 3
COMMISSIONER, PRECINCT NO. 4

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

"AN ORDER ratifying, confirming and approving a contract with Mid South Fire Protection, Inc.; making provision for the payment of such contract; and resolving other matters incident and related thereto."

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

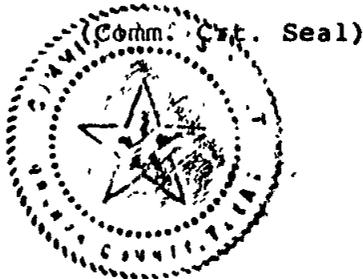
3 voted "For" 0 voted "Against" 0 abstained

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

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

. IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of said County, this the 16th day of December, 1985.

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



FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:07

UPSHUR COUNTY, TX.

BY _____

AN ORDER ratifying, confirming and approving a contract with Mid South Fire Protection, Inc.; making provision for the payment of such contract; and resolving other matters incident and related thereto.

WHEREAS, a notice to bidders in relation to the construction of a new county jail and remodeling facilities for the Upshur County Justice Center was published in the Gilmer Mirror on January 16, 1985 and January 30, 1985; and

WHEREAS, the various contracts for which bids were soliticated were awarded on March 25, 1985 and in relation to the contract for fire protection equipment, the lowest and best bid received was submitted by Mid South Fire Protection, Inc.;

WHEREAS, Mid South Fire Protection, Inc. was not licensed to do business in the State of Texas on such date and, therefore, the Court postponed formally awarding such contract until the proper licensing could be obtained; and

WHEREAS, Mid South Fire Protection, Inc. has obtained all requisite licenses to do business in the State of Texas and and it is now proper for the Court to approve, ratify and confirm the award and execution of a contract with said contractor; now, therefore,

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

SECTION 1: That all of the findings and recitals contained in the preamble hereof are hereby adopted and incorporated as a part of this order and as a part of the judgment of the Commissioners' Court as though set forth at length as a part of this Section.

SECTION 2: That the contract with Mid South Fire Protection, Inc. (attached hereto as Exhibit A), for fire protection equipment for the new county jail and Upshur County Justice Center is hereby approved, and the acts of the County Judge and County Clerk in executing the same for and on behalf of the County and as the act and deed of the Commissioners' Court are hereby ratified, confirmed and approved.

SECTION 3: That the subcontract hereby awarded pertains to the construction and equipment of a new county jail and the remodeling of a building for the Upshur County Justice Center, and, by reason thereof, the portion, if any, of the subcontract attributable to work to be performed and/or materials to be

supplied for the construction and equipment of the new county jail shall be paid with the proceeds received from the sale of the "Upshur County, Texas, Certificates of Obligation, Series 1985A" (authorized to be issued in the aggregate principal amount of \$2,250,000, pursuant to an order passed by the Court on January 14, 1985 and sold pursuant to an order passed by the Court on February 11, 1985) and the portion, if any, of said subcontract relating to work to be performed and/or materials to be supplied for the remodeling of a building for the Upshur County Justice Center shall be paid with "Upshur County, Texas, Certificates of Obligation, Series 1985B" and/or claims and accounts representing an undivided interest in said series of certificates (authorized to be issued in the aggregate principal amount of \$750,000, pursuant to an order passed by the Court on January 14, 1985).

SECTION 4: That with respect to the subcontract to be paid in whole or in part with the "Upshur County, Texas, Certificates of Obligation, Series 1985B" and/or claims and accounts representing an undivided interest in said series of certificates, said contractor has elected to sell or assign the said certificates and/or claims and accounts at their face value (no accrued interest) to the First National Bank, Gilmer, Texas, the party with whom the County has made arrangements to purchase said certificates and/or claims and accounts from said contractors as the same are delivered in payment for work performed and/or materials delivered.

PASSED AND ADOPTED, this the 16th day of December, 1985.

UPSHUR COUNTY, TEXAS

Edward Dean
County Judge

ATTEST:

Beth Hill, Jr.
County Clerk and Ex-Officio Clerk
of the Commissioners' Court
(Comm. Clk. Seal)

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 PM 3:07

UPSHUR COUNTY, TEXAS

BY _____

Lump Sum Subcontract Agreement

This Agreement made this 22 day of July, 19 85, by and between Mid South Fire Protection, Inc., P.O. Box 7527, Shreveport, Louisiana 71137-7527 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 Commissioners 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:

Furnish and install fire protection systems, as per plans and specifications, Section 15530.

Also, all items and services for and necessary for and reasonably incidental to the proper completion of the above.

Addendum number one is acknowledged.

3. The Contract Price to be paid by the Owner to Subcontractor shall be: Twenty-one thousand, four hundred and twenty-one dollars (\$ 21,421.00) 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.

16. If Subcontractor at any time refuses or neglects to supply adequate and complete supervision or a deficiency 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 against 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.

Owner
By [Signature]
T. B. HILL, JR., County Clerk
[Signature]
Evertt Bean, County Clerk
[Signature]
Addis Lindsey, Commissioner 1
[Signature]
F. W. Meadows, Commissioner 2
[Signature]
David Lloyd, Commissioner 3
[Signature]
Paul Davis, Commissioner 4

Mid South Fire Protection, Inc.
Subcontractor
By [Signature]
Name _____ Title _____

FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 16 PM 3:07
UPON RECEIPT, TX.
BY _____ SECURITY

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.

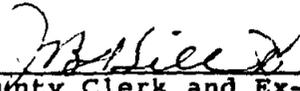
SECTION 2: That the County Auditor is hereby authorized and directed to complete the execution of the claims and accounts approved and authorized to be delivered in payment of said statement(s) or invoice(s) and, together with the County Judge and County Clerk, cause the same to be delivered to the contractors,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

PASSED AND ADOPTED, this the 16 day of December, 1985.

UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


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





East Texas Testing Laboratory Inc.

GEOTECHNICAL • MATERIALS • ENVIRONMENTAL
ENGINEERS • CHEMISTS • CONSULTANTS

1717 EAST ERWIN
TYLER, TEXAS 75702
PHONE 214-595-4421
BRANCHES IN LONGVIEW, LUFKIN & HUNTSVILLE

INVOICE
VOL. 26 PG. 609

UPSHUR COUNTY COURTHOUSE
P.O. BOX 730
GILMER, TEXAS 75644

SHIP TO

CUSTOMER	COST CTR	PURCHASE ORDER	JOB NUMBER	INVOICE NUMBER	INVOICE DATE	
UP92	05		211-855	5-11-3	11/30/85	
QUANTITY		ITEM NUMBER	DESCRIPTION	REPORT NO.	UNIT PRICE	AMOUNT
			RE: UPSHUR COUNTY JUSTICE CENTER GILMER, TEXAS			
1	HP	CM14.01	GENERAL INSPECTION	11-1	26.00	26.00
4	EA	CM15.39	MORTAR CUBES		19.00	108.00
1	EA	CM14.29	TRIP CHARGE		46.00	46.00
						180.00
TERMS NET 10TH PROX . 1 5% PER MONTH FINANCE CHARGE AFTER 80 DAYS PLEASE PAY FROM THIS INVOICE					TOTAL	180.00

W K ELECTRIC CO., INC.
 502 South Green Street
 P. O. Box 7157
 LONGVIEW, TEXAS 75607-7157

VOL. 26 PG. 610
 Phone 753-4962

INVOICE

NO. 15984

R E HABLE COMPANY
 P O BOX 1240
 GILMER, TEXAS 75644

SALESPERSON	DATE OF INVOICE
	NOV 26, 1985
SHIP TO	
UPSHUR JUSTICE CENTER	

NO.	DATE SHIPPED	SHIPPED VIA	COL.	PA.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
039						DUE ON RECEIPT		
DESCRIPTION							UNIT PRICE	AMOUNT
TWENTY-NINE SYL 200A LAMPS. <i>For Jail & Justice</i> VEP # <i>M.H.</i> By <i>M.H.</i> Date <i>12-13-85</i> Acct. Code <i>78-775-3380</i> <i>JH.</i>								
AMOUNT DUE THIS INVOICE								52.49
TOTAL								

RECEIVED
 TREASURER'S OFFICE
 DEC 4 1985

Thank You

ORIGINAL

CUSTOMER NO.
172975

STATEMENT

61862
INVOICE NO.
30248

A & E Mill and Welding Supply

P.O. BOX 526
UPSHUR CO. JUSTICE CENTER LONESTAR, TEXAS 75668-0526
COMMISSIONER'S COURT (214) 656-3485
P. O. BOX 730
GILMER, TX 75644

CO. JUSTICE CENTER
COMMISSIONER'S COURT
BOX 730
TX 75644

VOL. 26 PG. 6/11



A Service Charge of 1 1/2% per month which is an annual percentage rate of 18% will be applied to your unpaid past due balance.

AMOUNT PAID \$ _____

by or, it retained as long in his possession.

	DATE
)-85	11/19/85
INDERS RTN	AMOUNT

STATEMENT DATE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
11/25/85	29.49			
DATE	REFERENCE	CURRENT CHARGES	CREDITS	BALANCE

PREVIOUS BALANCE		.00		
11/19/85 INVOICE	00030248	29.49		
11/25/85 ENDING BALANCE				29.49

1	0	10.45
1	0	19.04
M.H. 12-13-85 78-775-3380		
		29.49
→		29.49

TREASURER'S OFFICE
RECEIVED

DEC 4 1985

SR

VOL. 22 PG. 642

RETURN POSTAGE
GUARANTEED

PRE-SORTED
FIRST CLASS MAIL
PERMIT NO. 1
GILMER TX

UPSHUR CO CRIMINAL
JUSTICE BUILDING
BOX 730
GILMER TX 75644

01-03 076309106011

42296 40282

PLEASE
RETURN THIS STUB WITH PAYMENT

DUBOSE EQUIPMENT COMPANY
408 W. MARSHALL AVE.
LONGVIEW, TX 75606
PH: (214) 758-3201

VOL. 26.FG 613

S T A T E M E N T

TO: UPSHUR COUNTY
PRECINCT #1 *Justice Center*
GILMER, TEXAS 75644

UPSHURCO

DATE: 11/30/85

INVOICE	DATE	CHARGES	PAYMENTS	MISC CR	INV BALANCE
49833	11/19/85	190.26			190.26
UNDER 30	31 TO 60	60 TO 90	OVER 90	DUE NOW	190.26
190.26	0.00	0.00	0.00		

YOUR PROMPT PAYING RECORD IS APPRECIATED

M E R R Y C H R I S T M A S !

Linda
Pammy Lynch

RECEIVED

DEC 4 1985

See attached invoice

M.H. 12-13-85
78-775-3380

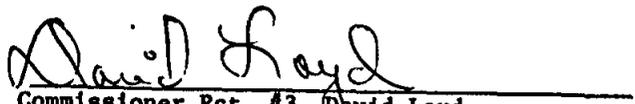
FILED
J.B. HILL, JR.
COUNTY CLERK
1985 DEC 16 PM 3:08
BY _____

UPSHUR CO. JAIL CONSTRUCTION FUND

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
133	SWEPCO	78-775-4300	\$402.82
134	DUBOSE EQUIPMENT CO.	78-775-3380	190.26
135	A & E MILL & WELDING	78-775-3380	29.49
136	EAST TEXAS TESTING LABORATORY	78-775-3380	108.00
		78-775-4495	72.00
137	BYRON CROOK ELECTRIC CO., INC.	78-775-3380	52.49


 County Judge, Everett Dean


 Commissioner Pct. #1, Gaddis Lindsey


 Commissioner Pct. #3, David Loyd


 Commissioner Pct. #2, J. W. Meadows

FILED
 J.B. HILL, JR.
 Commissioner Pct. #4, Paul Davis

1985 DEC 17 AM 9:39

BY _____

VOL. 26 PG. 615

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

16 DEC 1985

~~THE SOFTWARE GROUP, INC.~~

Minutes of Accounts Approved
Disbursements Made from 12/10/85 thru 12/16/85

PAGE 1

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
3448	12/16/85	PERRY BROTHER'S, INC.	\$3.18	\$3.18	TR.-1 PKG. EA. BROAD & FINE TIP MARKERS
3449	12/16/85	GILMER DRUG COMPANY	\$5.25	\$5.25	CO. JAIL-MEDICAL/TOMMY SMITH
3450	12/16/85	AT & T INFORMATION SYSTEMS	\$7.95	\$7.95	AD. PROB.-EQUIPMENT CHARGE
3451	12/16/85	NORMA TOMLIN	\$10.60	\$10.60	JUV. PROB.-TRAVEL, SEPT.-NOV. '85
3452	12/16/85	FARM & RANCH	\$12.98	\$12.98	EXT. SERV.-SUBSCRIPTION
3453	12/16/85	TUFTS UNIVERSITY DIET AND	\$15.00	\$15.00	EXT. SERV.-SUBSCRIPTION
3454	12/16/85	LOWELL HOLT	\$16.00	\$16.00	D. A. -MARSHALL/FIL. ANS-FED. CT. VS. UP. CO.
3455	12/16/85	ALDREDGES CLEANERS	\$18.00	\$9.00 \$9.00	CO. S. - 6 PATCHES CO. S. - 6 PATCHES (SGT. STRIPES)
3456	12/16/85	MACHINERY SUPPLY	\$18.10	\$18.10	CO. BLDGS. - BOLTS, SCREWS FOR JAIL DOOR
3457	12/16/85	HANK'S FRAME & WHEEL SERVICE	\$19.50	\$19.50	CO. S. #207-ALIGN FRONT END
3458	12/16/85	DIANA TEXACO	\$20.83	\$20.83	PCT#1-DIESEL/YELLOW TRACTOR
3459	12/16/85	TEXAS PARKS & WILDLIFE	\$21.25	\$21.25	#659-WARREN R. MOORE, REC. #2427 9/30/85
3460	12/16/85	LINDA MITCHELL	\$21.00	\$21.00	AD. PROB.-NOVEMBER '85 TRAVEL
3461	12/16/85	R.L. POLK & CO.	\$22.00	\$22.00	TAX-RENEWAL/MANUAL UPDATE-12/85-11/86
3462	12/16/85	ACE HARDWARE BUILDERS SUPPLY C	\$24.86	\$11.78 \$5.69 \$7.39	PCT#2-2 SHOVELS PCT#2-1 SHOVEL PCT#2-1 LOCK, 2 KEYS
3463	12/16/85	WHITESIDE GARAGE	\$25.25	\$7.75 \$9.75 \$7.75	PCT#2-INSPECTION-'82 FORD PCT#2-INSP. & ADJ. HEAD LAMPS, '75 FORD PCT#4-INSPECTION-'73 DODGE DUMP TRUCK
3464	12/16/85	SCHWAAB, INC.	\$26.20	\$26.20	CO. S. -1 STAMP
3465	12/16/85	GILMER AUTO SUPPLY, INC.	\$28.00	\$28.00	PCT#4-24 30W-40 OIL
3466	12/16/85	ARATEX/IND. UNIFORM & TOWEL	\$28.86	\$14.43 \$14.43	CO. BLDGS. - 2 RUGS CO. BLDGS. - 2 RUGS
3467	12/16/85	ALBRIGHTS GARAGE	\$30.00	\$30.00	CO. S. #206- EXHAUST PIPE RENEWED
3468	12/16/85	COMPLETE BUSINESS SYSTEMS	\$30.00	\$30.00	CO. CLK. - 2 RICOH TONERS
3469	12/16/85	JOE'S TEXACO	\$30.00	\$5.00 \$9.00 \$16.00	PCT#3-FLAT ON CUTTER PCT#3-3 STOP LEAKS PCT#3-FLAT, BOOTS, TUBE

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

16 DEC 1985

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements Made from 12/10/85 thru 12/16/85

PAGE 2

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3470	12/16/85	DON GADDIS	\$32.00	\$32.00	VET. SERV.-CONF.-V. A. HOSP/SHREV. 12/4/85
3471	12/16/85	ETEX TELEPHONE COOP., INC.	\$32.30	\$32.30	PCT#4-#762-6731 12/01/85 BILLING
3472	12/16/85	NOM CARE CENTER	\$34.00	\$34.00	CO. JAIL-MEDICAL-DONNIE WILLIAMS
3473	12/16/85	SOUTHERN TELCOM	\$36.00	\$36.00	D. A.-REPLACED FUSE STATION 40
3474	12/16/85	GEORGE P. BANE, INC.	\$40.38	\$24.18 \$16.20	PCT#3- 6 TABS, 6 CAPSCREWS N. C PCI#3-3 KEYS
3475	12/16/85	GILMER SEED & FEED COMPANY	\$40.47	\$17.47 \$23.00	CO. BLDGS.-1 QT. DIGG., 1 D-CON CO. BLDGS.-4 CANS. ROACH DESTROYER
3476	12/16/85	JERRY NICKERSON	\$41.44	\$41.44	EXT.-DIST. EXT. TR. MEET/OVERTON, 12/9/85
3477	12/16/85	MED SHOP PHARMACY	\$42.43	\$11.88 \$17.99 \$13.36	CO. S.- PHOTO PROCESSING IND.-NANCY ELLIS, SYRINGES IND.-DEWAYNE WATTS, PHEND. & DILANTAIN
3478	12/16/85	CHARLIE MITCHELL	\$42.96	\$42.96	TAX REFUND-'84 REC. #15482
3479	12/16/85	H & D TIRE & AUTOMOTIVE	\$46.70	\$46.70	PCT#1- MUFFLER, BOLTS, CLAMPS/72 WENCH
3480	12/16/85	W. V. RAY	\$49.09	\$49.09	J. P. #1-SCHOOL/LONGVIEW, 12/5-6/85
3481	12/16/85	UNDERWOOD INSURANCE AGENCY, IN	\$50.00	\$50.00	AUD.-NANETTE WEIN-CO. AUD. BOND
3482	12/16/85	WILLA STEGALL	\$50.00	\$50.00	D. CT.-2 DAYS BALIFF
3483	12/16/85	JOANN STOCKS	\$50.52	\$50.52	AD. PROB.-NOVEMBER 1985 TRAVEL
3484	12/16/85	TYPERIGHT BUSINESS SYSTEMS	\$57.56	\$22.50 \$35.06	D. A.-1 IBM LETTER GOTHIC ELEMENT CO. CLK.-18 ADLER LIFT-OFF-TAPES
3485	12/16/85	EAST TEXAS INSURANCE AGENCY	\$64.50	\$64.50	J. P. #1-NOTARY BOND-NADRA SMITH
3486	12/16/85	INTERSTATE ELECTRIC	\$65.17	\$65.17	CO. BLDGS.- BULBS, BALANCES, OUTLET PLATES
3487	12/16/85	GILMER FAMILY MEDICINE CLINIC	\$70.00	\$20.00 \$50.00	IND.-MEDICAL-EDDIE-ARNOLD IND.-MEDICAL, BERNELL WILLIAMS
3488	12/16/85	APACHE RENT-ALL	\$72.30	\$4.00 \$38.75 \$29.55	CO. BLDGS.-GASOLINE FOR LAWMOWER CO. BLDGS.-GASOLINE FOR GREEN PICKUP CO. BLDGS.-TRANS. FL. #GAS FOR GREEN TRUCK
3489	12/16/85	WILSON DISTRIBUTING COMPANY	\$73.47	\$73.47	LIB.-CLEANING SUPPLIES
3490	12/16/85	THE ULTIMATE CORP.	\$75.16	\$75.16	COMPUTER-MAINT. ON 8-WAY CONTROLLER

VOL. 26 PG. 6/6

VOL. 26 PG 617

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3491	12/16/85	GOODYEAR AUTO SERVICE CENTER	\$77.91	\$77.91	PCT#4-1 TIRE/85 FORD WENCH TRUCK
3492	12/16/85	WEEKS WELDING & REPAIR	\$88.65	\$5.00 \$7.50 \$15.50	PCT#4-REPAIR SAW CHAIN PCT#4- SHARPEN SAW CHAINS PCT#4- SHARPEN 4 SAW CHAINS
				\$54.65 \$6.00	PCT#3-RIM SPROCKET, NUT, CHAIN LINKS PCT.#3-1 CRANK ROPE, REPAIR STARTER
3493	12/16/85	ECONOMY AUTO SUPPLY, INC.	\$92.79	\$14.73 \$14.64 \$10.45	PCT#2- 2 W/C KITS, 1 PENETRATING OIL PCT#2-2 GRINDING DISCS PCT#2-1 FILTER
				\$9.12 \$19.15 \$19.24	PCT#2- 144 NUTS AND BOLTS PCT#2-12 ST. FLUID, 1 TIRE PATCH PCT#2- 4 FILTERS
				\$5.46	PCT#4-PART/85 FORD DUMP TRUCK
3494	12/16/85	GLENDIA OLIVARES	\$94.09	\$94.09	TAX-MARKET APPROACH TO VALUE/KILGORE
3495	12/16/85	BOARD OF TAX PROFESSIONAL EXAM	\$105.00	\$105.00	TAX- 1986 RENEWAL FEE, ASSESS. & COLL.
3496	12/16/85	W.S. CHASTEEN	\$105.60	\$105.60	J.P.#3-TRAVEL 10/01-12/11/85
3497	12/16/85	JACK P. KIRBY, M.D.	\$120.00	\$22.00 \$22.00 \$22.00 \$32.00 \$22.00	CO. JAIL MEDICAL-BILLY COLLIER CO. JAIL MEDICAL-ROBERT COLLINS CO. JAIL MEDICAL-KAREN HOLMES CO. JAIL MEDICAL-PATRICK HOWELL CO. JAIL MEDICAL-TOMMIE LYNN SMITH
3498	12/16/85	PATRICIA HARRISON	\$125.00	\$75.00 \$50.00	J.P.#5-ARNOLD INQUEST 9/6/85 CO. CT.-CT. REPORTING 10/22/85 (HILL)
3499	12/16/85	SMITH OIL COMPANY	\$125.00	\$125.00	PCT#1-STARTER FLUID, WD-40, HAND CLEANER
3500	12/16/85	CONSTRUCTION SUPPLY COMPANY, I	\$133.93	\$5.25 \$58.13 \$17.40 \$26.20 \$26.95	PCT#4-PIPE, COUPLINGS, PIPE CEMENT PCT.#4-1 ROLL BLACK PLASTIC PCT.#1-5 HACK SAW BLADES, 4 SACRETE PCT.#4-1 HOOK, 1 HOE HANDLE PCT.#3-NAILS, 1 HAMMER HANDLE
3501	12/16/85	DISCOUNT AUTO PARTS & TIRES	\$134.34	\$6.00 \$3.75 \$18.00 \$71.00 \$35.59	CO.S.#204- LABOR ON HEATERS CO.S.#204- 1 ANTIFREEZE PCT#3- 1 CASE ANTIFREEZE CO.S.#205-REPAIR BRAKES, CHANGE FILTER CO.S.#205-OIL
3502	12/16/85	TODD TEFTELLER	\$140.00	\$140.00	D. CT.-#9470 & 9278 KENNETH WISE
3503	12/16/85	QUILL CORPORATION	\$157.11	\$137.19 \$19.92	CO.S., LIB., D. CT.- OFFICE SUPPLIES D. CLK.-CARBON/LEGAL
3504	12/16/85	RACAL-MILGO INFORMATION SYSTEM	\$165.00	\$165.00	CO. JAIL-NOV. '85 TELETYPE MAINTENANCE

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

16 DEC 1985

Minutes of Accounts Approved

Disbursements Made From 12/10/85 thru 12/16/85

PAGE 1

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3505	12/16/85	SHEPARD'S MCGRAW-HILL	\$167.00	\$167.00	D. A. - TEXAS CITATIONS
3506	12/16/85	MID-CONTINENT LIFE INSURANCE C	\$183.00	\$183.00	#01153 NOVEMBER PREMIUMS
3507	12/16/85	FAMILY CANCER PLAN INS. CO.	\$189.08	\$189.08	#XP38 DECEMBER BILLING
3508	12/16/85	WALMART STORE #146	\$200.90	\$4.59	CO. S. - ANALYSIS PAD, RECEIPT PAD
				\$19.84	CO. JAIL - BIG BREW COFFEE POT
				\$3.36	LIB. - 3 BOTTLES GLUE
				\$28.43	EXT. AGT. - HEATER
				\$101.64	PCT#1 - PORT. AIR TANK, TOOL CHEST, TISSUE
				\$39.10	CO. S. - BATTERY, CAMERA, FILM
				\$3.94	CO. S. - 2 BATTERIES
3509	12/16/85	POSTMASTER	\$210.00	\$50.00	D. CT. - BOX 960 JURY REPLY
				\$160.00	D. CT. - PO. BOX 960 ACCT. FE
3510	12/16/85	DESK TOP & DATA SUPPLY	\$213.75	\$213.75	AUD. - CHAIR, EXT. SERV. - CALENDAR
3511	12/16/85	VINGO FOODS	\$229.96	\$229.96	CO. JAIL - FOOD
3512	12/16/85	HOLMES CONCRETE PIPE	\$237.80	\$237.80	PCT#3 - 12 ROAD TILES
3513	12/16/85	HORACE RAY	\$261.13	\$261.13	D. CLK. - TX CONF. / VITAL STATS. 12/2/85
3514	12/16/85	KNIF - 95 FM	\$264.00	\$132.00	CO. JAIL - SEPT. '85 TOWER RENT
				\$132.00	CO. JAIL - OCT. '85 TOWER RENT
3515	12/16/85	MICHAEL D. MARTIN	\$288.00	\$238.00	D. CT. - #9144 ROBERT W. CRAWFORD
				\$50.00	CO. CT. - #4033 LARRY MUCKELROY
3516	12/16/85	QUALITY CARPETS	\$389.44	\$389.44	LIB. - VAC. CLEANER, RUG SHAMPOO/POLISHER
3517	12/16/85	CLARKE & COURTS, INC.	\$390.73	\$147.85	D. A. - 2500 THERMOGRAPHED LETTERHEADS
				\$90.69	J. P. #1 - FAILURE TO APPEAR, WARRANT/ARREST
				\$152.19	D. CLK. - CIVIL & DIVORCE DOCKET LEAVES
3518	12/16/85	MEDICAL AND PATHOLOGY LABORATO	\$420.00	\$420.00	J. P. #5 - AUTOPSY, JOHNNY RAY ARNOLD
3519	12/16/85	GILMER LUMBER COMPANY INC.	\$450.91	\$6.30	PORTER BLDG. - 18 TOGGLE BOLTS
				\$444.61	PORTER BLDG. - SUPPLIES/SHELVES, DIVIDERS
3520	12/16/85	UPSHUR COUNTY FORD TRACTOR	\$513.08	\$1.50	PCT#2 - 2 FUSES
				\$479.19	PCT#2 - DISC, P/PLATE, PIN,
				\$27.09	PCT#2 - 1 NUT, 1 SPRING
				\$5.30	PCT#2 - 1 PIN
3521	12/16/85	GENERAL TELEPHONE COMPANY	\$648.21	\$324.47	NEW C. LIB. - 843-5001 & 5002 INSTALL PHONES & BILL
				\$191.44	CO. S. #843-2541-12/10/85 BILLING
				\$26.50	CO. S. #843-2542-12/10/85 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

16 DEC 1985

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved
Disbursements Made from 12/10/85 thru 12/16/85

PAGE 6

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$8.75	CO.S. - 1 LETTER EXPANDING FILE
				\$29.35	ELECT.-NOTICE-SPECIAL ELECTION
				\$35.00	PUB./DEL.TAX SUIT #911-MURPHY
				\$35.00	PUB./DEL.TAX SUIT #903-MATTHEWS
				\$35.00	PUB./DEL.TAX SUIT #900-HOLLAND
				\$35.00	PUB./DEL.TAX SUIT #862-RAY
				\$35.00	PUB./DEL.TAX SUIT #887-BELL
				\$9.00	CO.S. - 2 BOXES 3X5 CARDS
				\$3.56	CO.S. - 4 RED FELT TIP PENS
				\$25.50	CO.S. - 3 BOXES #10 ENVELOPES
				\$42.45	CO.S. - 3 STORAGE BINDERS
				\$24.60	CO.S. - 2 BOXES LEDGER SHEETS
				\$102.00	TR.-TREASURER'S QTRLY. REPORT
				\$0.80	CO.CLK.-2 POSTER BOARDS
				\$3.55	CO.CLK.- 1 PKG.(1000) 3X5 LABELS
				\$1.24	HEALTH-1 POST-IT SPINDLE
				\$14.45	TR.-250 EMPLOYEE TIME SHEETS
				\$10.30	COMM.CT.-BID NOTICE-4 SHERIFFS CARS
				\$6.05	CO.S.-TICKET 881 RECEIPT BOOK
				\$14.20	COMM.CT.-BID NOTICE-PCT.3 TRUCK
				\$14.20	COMM.CT.-BID NOTICE/PCT.3 TRUCK
				\$10.50	HEALTH- OFFICE SUPPLIES
				\$68.00	AUD.-OFFICE SUPPLIES
3528	12/16/85	UPSHUR COUNTY CHILD WELFARE BO	\$2,500.00	\$2,500.00	FOSTER CARE-1/3 OF 1986 BUDGET
3529	12/16/85	BUSINESS RECORDS CORPORATION	\$3,214.78	\$3,214.78	CO. CLK. -CO. ARCH., COMP. INDEXING
3530	12/16/85	HERBERT L. YOUNG	\$4,698.60	\$108.86	PCT#4-UN. TRACTOR FL., ANTI-FREEZE, OIL
				\$23.52	PCT#4-MPG 80/90
				\$155.22	PCT#3-UNIVERSAL TRACTOR FLUID, OIL
				\$1,600.30	PCT#1-GASOLINE & DIESEL
				\$1,787.20	PCT#4-GASOLINE
				\$1,103.50	PCT#2-GASOLINE AND DIESEL

Total:

\$26,210.92

FILED
J.B. HILL, JR.
COUNTY CLERK

1985 DEC 16 AM 11:36

UPSHUR COUNTY, TX

BY _____ DEPUTY

Everett Dean
County Judge, Everett Dean

Maddis Lindsey
Commissioner Pct.#1, Maddis Lindsey

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

David Loyd
Commissioner Pct.#3, David Loyd

Commissioner Pct.#4, Paul Davis

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BILLS APPROVED FOR PAYMENT 12/09/85PAGE 1 OF 1

UPSHUR CO. JAIL CONSTRUCTION FUND

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
124	ADTEC SECURITY, INC.	78-775-4495	\$81,179.60
125	RUSH CONSTRUCTION CO., INC.	78-775-4495	38,700.00
126	BYRON CROOK ELECTRIC CO., INC.	78-775-4495	5,670.00
127	MOSBY MECHANICAL	78-775-4495	16,200.00
128	MOTLEY'S ROOFING	78-775-4495	23,739.27
129	LONGVIEW BUILDING SYSTEMS	78-775-4495	2,478.60
130	JAIL PLANNERS, INC.	78-775-4165	414.61
131	CANNON'S JOHNNY SERVICE	78-775-4495	90.00
132	JAIL PLANNERS, INC.	78-775-4165	2,330.10

SHOULD HAVE BEEN IN DEC. 9, 1985 MINUTES BUT NOT RECEIVED UNTIL DEC. 17, 1985.

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

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct. #1, Gaddis Lindsey

David Loyd
Commissioner Pct. #3, David Loyd

Commissioner Pct. #2, J. W. Meadows

FILED
J.B. HILL, JR.
COUNTY CLERK

Commissioner Pct. #4 Paul Davis
1985 DEC 17 AM 9 39
CITY OF TARRANT, TX.

BY _____