

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

January 12, 1987

Commissioners Court met in regular session with all members present.

Motion by David Loyd seconded by Gaddis Lindsey to approve minutes of previous meeting. Motion carried.

Joe Liska and Bill Webster from the firm of Williamson, Uretsky and Van Pelt met with the court concerning the contract for collection of delinquent taxes owed to Upshur County. Mr. Webster stated that his firm had collected \$209,526.00 in 1985 and \$229,372.00 in 1986. A motion was made by David Loyd seconded by Bill Loggins to re-new the contract with the firm. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the treasurers quartlery report. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the treasurers monthly report. Motion carried, copy attached.

Sandy Livengood met with the court to discuss the possibility of requesting Bill Hollowell, State Representative, to present a bill to the next legislative session allowing a County Court at Law in Upshur County. He stated that this was not needed now but since the legislature meets only every two years in regular session, the county should act before the necessity for the court arises. Motion by David Loyd seconded by Tommy Eatherton to contact Representative Hollowell and request he start with the bill. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve the two new commissioners attending a conference in Austin, Jan. 14-16, 1987. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the payment of the unpaid bills now due. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the bonds for the following elected officials: Everett Dean, W. S. Chasteen, Robert E. McClelland, Rex A. Shaw, Cleo Marlowe, William V. Ray, Vernon Vick, Gastel Turner, Robert Crowder, Horace Ray, Bill Loggins, Jr. and Tommy Eatherton. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve the deputation of Addie Rene Morris, Jo Ann Loftis and DeRonda Kaye Cain in the County Clerk's Office. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the county health officer attending a conference in Ft. Worth on March 15-18, 1987. This is with the condition that he has the money in his budget to pay for the trip. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the repair of two school bus turn arounds in the Gilmer School District. They are on Blackgum and Burro Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve a special road use agreement by R & J Equipment to haul gravel on Zinnia Rd. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve a special road use agreement by Terry Joe Dean to haul logs on Great Dane Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve a special road use agreement by Snider Industries to haul logs on Lemon Trail. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve a permit application by Don Landry to install a culvert within ROW of Snap-dragon Road. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve a permit application by Kenneth Weese to install a water line within ROW of White Oak Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve a permit application by Marvin Hartley to install a gas line within ROW of Hickory Road. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the request of the City of Gladewater in helping with the repair of the fish hatchery ponds located on the premises of Lake Gladewater. Motion carried, copy attached.

Bids were opened for the hydraulic packers for Pct.1 and 3. There was only one bid and it was from Bigham Brothers in Lubbock, Tx. The bid was for \$12,000.00 each. Motion by Gaddis Lindsey seconded by David Loyd to accept the bid. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the payroll changes of the following:

James Stoker-----	Promotion
Glenn Cambell-----	Promotion
Jody Hill-----	To Full Time
Merkel Fatheree---	Transfer
William Gurley----	Longevity
Johnny Johnson----	Hired-Part Time
Albert Hodge-----	Longevity
Abbott Pendarvis--	Longevity
Harry Crockett----	Longevity
Merkel Fatheree---	Longevity
Earnest Beck-----	Longevity
Jerry Kuhn-----	Longevity
Marsha Ramsey-----	Longevity
Barbara Holloway--	Longevity
Carolyn Weaver----	Longevity
Ann Goar-----	Longevity

Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the ratification of the contract with Hall Manufacturing. Motion carried, copy attached.

Motion by Bill Loggins seconded by David Loyd to approve the change order for East Texas Acoustical. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the payment of the bills now due for the Jail. Motion carried, copy attached.

Motion by David Loyd seconded by Bill Loggins to approve the payment of the bills now due for the Justice Center. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to accept the auditors financial report. Motion carried.

Motion by David Loyd seconded by Tommy Eatherton to accept the release of liens from ADTEC Security, Langston Aluminum & Glass and Hall Manufacturing Co. Motion carried, copy attached.

Court went into executive session.

Court reconvened with all members present.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the proposal of Dr. Marietta Crowder to consolidate the present health programs. The offices now located in the courthouse are to be moved to the County Rock Bldg. This is to be effective immediately. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to adjourn. Motion carried.

Samuel Dean
COUNTY JUDGE

Madeline Lindsey
COMMISSIONER PCT. # 1

Bill Leppin Jr
COMMISSIONER PCT. # 2

David Royd
COMMISSIONER PCT. # 3

Larry Catlett
COMMISSIONER PCT. # 4

CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES

THE STATE OF TEXAS
COUNTY OF UPSHUR

Collected 1985 - 209,526.
1986 - 229,372.
438,898

This contract is made and entered into by and between the Upshur County, Texas, Upshur County Courthouse, Gilmer, Texas 75644, acting herein by and through its governing body, hereinafter called First Party, and Williamson, Uretsky & Van Pelt, Attorneys at Law P.C., 120 South Town Drive, Tyler, Texas 75703, hereinafter called Second Party.

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to Upshur County, Texas, provided current year taxes falling delinquent within the term of this contract shall become subject to its terms on the 1st day of JULY of the year in which the same shall become delinquent.

II.

Second Party is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for delinquent taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

Second Party will compile the delinquent tax records, furnish a computer printout of a delinquent tax roll, and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners. Second Party also agrees to make progress reports to First Party on request.

IV.

Second Party agrees to file suit on and reduce to judgement and sell any property located within the taxing jurisdiction against which a tax lien would prevail. Prior to filing suits, Second Party will furnish to First Party a list of delinquent taxpayers against whom suits are to be filed, if so desired. Second Party agrees to sue for recovery of the court costs as provided by the Texas Property Tax Code, Section 33.48.

V.

First Party herein agrees to pay to the Second Party as compensation for services

rendered fifteen per cent (15%) of all collected delinquent taxes, penalty and interest, whether collected by suit or otherwise. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalty and interest is made to the collector. The collector shall pay over said funds monthly by check.

VI.

First Party shall be given the right to terminate this Contract upon serving Second Party with thirty days written notice of the desire to so terminate. In case of such termination, Second Party shall be entitled to receive and retain all compensation up to the date of said termination.

VII.

This contract is drawn to cover a period of two (2) years, beginning February 11, 1987 and ending on February 10, 1989, provided, however, that Second Party shall have an additional six (6) months to reduce to judgment all suits filed prior to the date last mentioned. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.

VIII.

This contract is executed on behalf of the First Party by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 12th day of JANUARY, A.D., 1987.

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

BY: 

COUNTY JUDGE

BY: 

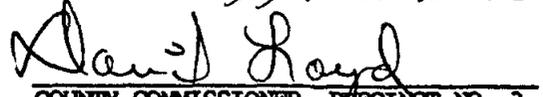
CAREY WILLIAMSON
 BAR CARD NUMBER - 21633000
 WILLIAMSON, URETSKY & VAN PELT
 ATTORNEYS AT LAW P.C.
 DEPT. 169, P. O. BOX 4900
 TYLER, TEXAS 75712
 (214) 561-1528

It is therefore ordered that said contract be prepared, executed and recorded in the minutes of this court.


COUNTY JUDGE


COUNTY COMMISSIONER, PRECINCT NO. 1


COUNTY COMMISSIONER, PRECINCT NO. 2


COUNTY COMMISSIONER, PRECINCT NO. 3


COUNTY COMMISSIONER, PRECINCT NO. 4

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, the undersigned, County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order of the Commissioners' Court, of record in Vol. _____, Page _____, of the Minutes of said Court.

WITNESS my official hand and seal this 12th day of January, 1987.


COUNTY CLERK OF UPSHUR COUNTY, TEXAS.



UPSHUR COUNTY
**TREASURER'S
QUARTERLY REPORT**

Covering Period

From October 1, 1986

To December 31, 1986 Inclusive

Date Filed January 6, 1987

By

Vernon Vick
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared
Vernon Vick, County Treasurer of Upshur County,
who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

Vernon Vick, County Treasurer

SWORN TO AND SUBSCRIBED before me this 6 day of January, 1987

Ray A. Shaw, Clerk
County Court, Upshur County, Texas

BEFORE ME Rox A. Shaw, County Clerk, Upshur County, Texas, on this day
personally appeared Everett Dean, County Judge; Gaddis Lindsey

Commissioner, Precinct No. 1; Bill Loggins, Commissioner, Precinct No. 2;

David Loyd, Commissioner, Precinct No. 3; and Tommy Eatherton

Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that the
have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the
same to be correct to the best of their knowledge and belief.

Everett Dean
County Judge

Gaddis Lindsey
Commissioner, Precinct No. 1

Bill Loggins
Commissioner, Precinct No. 2

David Loyd
Commissioner, Precinct No. 3

Tommy Eatherton
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 12 day of January

A. D. 1987

Ray A. Shaw
County Clerk, Upshur County, Texas

TELETYPE UNIT
02
1987 JAN 12 PM 12 50
300
81

UPSHUR COUNTY TREASURER'S MONTHLY REPORT

December 1, 1986 THRU December 31, 1986

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	1,793,280.88	836,778.33	479,024.95	2,151,034.26	226,034.26	1,925,000.00	2,151,034.26
Insurance Account	252,432.86	55,998.13	26,922.59	281,508.40	131,508.40	150,000.00	281,508.40
Jail Construction Fund	443,980.41	2,856.08	23,478.05	423,358.44	98,358.44	325,000.00	423,358.44
TOTALS	2,489,694.15	895,632.54	529,425.59	2,855,901.10	455,901.10	2,400,000.00	2,855,901.10

W. W. [Signature]

VOL 28 PG 742

Registration Form

no: VOL 28 PG 743

Office of Conferences and Training
Lyndon B. Johnson School of Public Affairs
The University of Texas at Austin
Drawer Y, University Station
Austin, Texas 78713-7450

Registration. Enrollment will be limited on a first-come, first-served basis for newly elected County Judges and Commissioners. There is a minimum enrollment which, if not reached, will result in cancellation of the seminar and a refund of preregistration fees. Preregistration on this form (or copy) with accompanying check is required.

The registration fee for this seminar is \$170.00 which covers all educational services, educational materials, break-time refreshments and a Wednesday luncheon. Lodging and all other meals are not included.

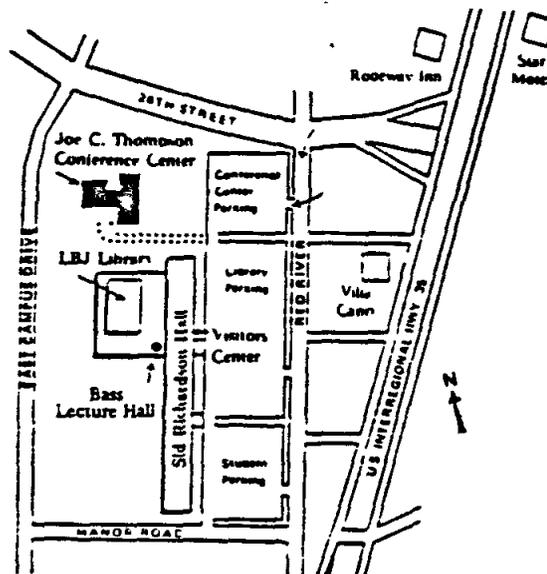
Please preregister me for the Professional Development Seminar for Newly Elected County Judges and Commissioners to be held at The University of Texas at Austin on January 14-16, 1987. Enclosed is a check for \$170.00 payable to The University of Texas at Austin in full payment of this preregistration.

Type or Print

Tommy Fatherton
Upshur Co. Comm. Pct 4
Upshur County
ADDRESS P.O. Box 730
Cecil, Tex
CITY/STATE/ZIP
PHONE 214-843-3083

NOT A HOTEL RESERVATION FORM

All instructional sessions will be held in room 2-102 of the Joe C. Thompson Conference Center on the campus of The University of Texas at Austin. Persons planning to attend should make their own guest room reservations with a hotel of their choice or the nearby Best Western Villa Capri, 2400 North IH 35 (512) 476-6171, which has set aside a block of rooms for seminar participants. Requests for hotel accommodations at the Villa Capri Hotel should note attendance at this seminar.



Office of Conferences and Training
Lyndon B. Johnson School of Public Affairs
The University of Texas at Austin
Drawer Y, University Station
Austin, Texas 78713-7450
(512) 471-4962 X220

Governing Texas Counties:

A Seminar for Newly Elected
County Judges
And
Commissioners

Lyndon B. Johnson School of Public Affairs
The University of Texas at Austin

in cooperation with

The Texas Association of Counties

January 14-16, 1987

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seminar is an intensive course in the roles and responsibilities of Texas County judges and commissioners. It is intended for judges and commissioners elected in the November, 1986 election. In addition to the more technical topics of county finance, criminal justice and legal services, and road services, the seminar content will include statutory requirements applicable to county judges and county commissioners and the roles and relationships of these officials in the total structure of Texas county government. An understanding of the laws, principles and procedures presented in the seminar

will enable newly elected judges and commissioners to perform their duties more proficiently at an earlier time than would otherwise be the case and thereby contribute to improved county governance and management. Instructional methods will include lectures and discussion, and will emphasize practical applications and solutions to specific problems of Texas county governments.

Seminar Faculty

Archer, Chief Appraiser, Travis County Appraisal District, Austin
Anderson, Professor and Director of Seminars and Training, LBJ School of Public Affairs, The University of Texas at Austin
Bickerstaff, Attorney-at-Law, Bickerstaff, Heath and Smiley, Austin
Carriker, Texas Department of Community Affairs, Austin
Clark, County Judge, Comal County, New Braunfels
Conners, Executive Director, Texas Association of Counties, Austin
Conroy, Planner, Texas Commission on Jail Standards, Austin
Heath, Partner, Bickerstaff, Heath, Smiley, Austin
Conroy, CPA, Systems Analyst, State Comptroller of Public Accounts, Austin
Martin, Assistant Attorney General, Austin
Crackin, Personnel and Budget Director, Travis County, Austin

Monty Nicholas, Vice-President, First Southwest Company, Austin
Ken Oden, County Attorney, Travis County, Austin
Wiley Osborne, Bureau of Solid Waste Management, Texas Department of Health, Austin
Ron Patterson, Executive Director, State Property Tax Board, Austin
Wilburn Rust, County Auditor, Travis County, Austin
Max Sherman, Dean, LBJ School of Public Affairs, The University of Texas at Austin
Jay G. Stanford, Executive Director, Texas Advisory Commission on Intergovernmental Relations, Austin
Norman Troy, County Commissioner, Jefferson County, Beaumont
Jerry Ware, County Auditor, Jefferson County, Beaumont
Weldon Wells, County Auditor, McLennan County; President, Texas Association of County Auditors

Program

Wednesday, January 14, 1987 Room 2-102
 Thompson Conference Center

Registration (8:15 a.m.)
 Overview of Ethics and County Government
 Legal Powers of County Government
 Open Meetings and Records
 12:00 Noon - LUNCHEON
 Topic: Professionalism/Ethics of Government
 Powers, Duties and Responsibilities of the Office
 of County Judge/Commissioner (1:00 p.m.)
 Legislative Relationships
 Intergovernmental Relations
 County Road Functions
 Solid Waste Management
 5:15 p.m. - RECEPTION, Hosted by Texas
 Association of Counties

Thursday, January 15, 1987
 Subdivision Regulation
 County Courts and Legal Services
 Health, Hospitals, EMS, MHMR and Indigent
 Health Care
 Corrections and Correctional Alternatives
 County Financial Resources
 Property Taxation: The County Level
 Property Taxation: The State Level
 Budgeting
 Accounting and Reporting
 State Comptroller's Standard Financial
 Management System
 Debt Management
 Purchasing and Material Management
 Internal Control and Auditing

Friday, January 16, 1987
 Treasury/Cash Management
 Personnel Issues
 Risk and Insurance Management
 Safety Programs
 Elections
 Commissioners Court Meetings and Other
 Matters.
 Adjournment (12:00 Noon)

VOL 28 PG 144

LEFLORE COUNTY

ACCOUNTS PAYABLE SYSTEM

12 JAN 1987

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved
Disbursements Made from 01/02/87 thru 01/12/87

PAGE 1

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
9845	01/02/87	ED LEMAY JR. M. TROYER	\$44.10	\$44.10	IND.-B. MONTGOMERY/BUS TICKET TO M.D. ANDERSON
9848	01/02/87	ANITA LOGGINS	\$10.00	\$10.00	D. CT. - GRAND JURY COMMISSIONER
9849	01/02/87	DAVID CLAY	\$10.00	\$10.00	D. CT. - GRAND JURY COMMISSIONER
9850	01/02/87	JOHN MELVIN DODD	\$10.00	\$10.00	D. CT. - GRAND JURY COMMISSIONER
9851	01/02/87	SHELLY HOWELL	\$10.00	\$10.00	D. CT. - GRAND JURY COMMISSIONER
9852	01/02/87	STEVE SANBOM	\$10.00	\$10.00	D. CT. - GRAND JURY COMMISSIONER
9853	01/06/87	D. L. WHITESIDE, CONSTABLE #3	\$36.00	\$36.00	C. CT. -SERVE PAPER/#4088 AUDRY TUPA
9854	01/06/87	STEPHEN P. TOKELY	\$2,872.22	\$2,872.22	D. A. -PROFESSIONAL SERVICES/EXPENSES DEC. 23'86
9855	01/06/87	THE UNIVERSITY OF TEXAS AT A&S	\$340.00	\$170.00	COMM. CT. -B. LOGGINS, PCT#2/REG. FEE SEMINAR JAN. 14-16'87, AUSTIN \$170.00 COMM. CT. -T. EATHERTON, PCT#4/REG. FEE SEMINAR JAN. 14-16, '87, AUSTIN
9857	01/08/87	FIRST NATIONAL BANK	\$350,000.00	\$350,000.00	C. D. PURCHASE/MATURE 2/09/87 @6.65X
9858	01/09/87	POSTMASTER	\$10.75	\$10.75	CO. AUD-EXPRESS MAIL/LETTER TO ED ESQUIVEL
9859	01/09/87	DANNY HARKINS CONSTRUCTION	\$474.00	\$474.00	R. BLDG-ELECT. WORK, LABOR/DEC. 19'86-JAN 8, '87
9862	01/12/87	ACE LOCK & SAFE SERVICE	\$15.00	\$15.00	D. A. -12 KEYS
9863	01/12/87	APATEX/IND. UNIFORM & TOWEL	\$28.26	\$14.43	C. BLDGS.-2 RUGS CLEANED \$14.43 C. BLDGS-2 RUGS CLEANED
9864	01/12/87	BANNER PUBLISHING CO.	\$163.90	\$163.90	COMM. CT. -LEGAL NOTICE/SCHOOL LAND
9865	01/12/87	BARRY RICHARDSON	\$15.00	\$15.00	PCT#2-DOLLY FOR CUTTING TRUCK
9866	01/12/87	BAYLOR MEDICAL CENTER AT GILME	\$76.80	\$76.80	C. JAIL-MEDICAL/DAVID OSTERMAN
9867	01/12/87	BILL MCCAY	\$26.20	\$26.20	AD. PROB. -TRAVEL/DEC. '86
9868	01/12/87	BOARD OF TAX PROFESSIONAL EXAM	\$70.00	\$35.00	TAX-RENEWAL FEE '87 \$35.00 TAX-RENEWAL FEE '87/M. SMITH
9869	01/12/87	BRIAN TEFFTELLER	\$25.00	\$25.00	AD. PROB. -INTERPRETER/#16, 339
9870	01/12/87	BUTANE GAS & ELECTRIC CO., INC	\$22.50	\$22.50	SIMPSONVILLE-BUTTLE FILLED (25 GAL)
9871	01/12/87	COLLINS PHARMACY	\$106.19	\$7.15	IND. -GORDON GILBERT/PRESCRIPTION \$30.63 IND. -G. GILBERT/R197969, R197971/PRESC. \$30.63 IND. -G. GILBERT/R197971 PRESCRIPTION \$30.63 IND. -G. GILBERT/R197971, R197969 PRESC.

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Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
				\$7.5	IND.-G.GILBERT/R198621 PRESCRIPTION
9872	01/12/87	CONSTRUCTION SUPPLY COMPANY, I	\$5.84	\$1.69 \$3.95	PCT#1-CHEESE CLOTH PCT#2-RULL OF PLASTIC
9873	01/12/87	CYNTHIA SHATTLES	\$108.40	\$103.40 \$5.00	EXT.-TRAVEL FOR DECEMBER '86 EXT.-REF. MATERIALS/HOSP. AUX. COOKBOOK
9874	01/12/87	DALE JEWKES	\$2.76	\$2.76	C.S.- 2 FUSES
9875	01/12/87	DAVID PALMER	\$200.00	\$200.00	C.B.DOS.-40 HOURS CONTRACT LABOR
9876	01/12/87	DEAN LUMBER	\$903.60	\$903.60	PCT#1-SVP TIMBERS WOLMAN (64)
9877	01/12/87	DESK TOP & DATA SUPPLY	\$148.80	\$98.12 \$44.29 \$6.39	I.C.-SCRATCH PADS, ADD PAPER C. CLK.-NUMBERING MACHINE JP#1-WALL CALENDAR
9878	01/12/87	DOM'S MINI STORAGES	\$75.00	\$75.00	C.S.-#10-11/7/86-1/7/87, #19-11/26-12/26/86
9879	01/12/87	EAST TEXAS INSURANCE AGENCY	\$355.00	\$177.50 \$177.50	JP#2-BOND (4 YEARS) D.A.-BOND/D.W. LOYD
9880	01/12/87	ECONOMY AUTO SUPPLY, INC.	\$86.05	\$31.42 \$49.20 \$5.43	PCT#4-BOLTS, NUTS, LOCKWASHERS, WASHERS, DRILL BITS, EXTENSION CORD PCT#4-STARTER, ROTOR, DIST. CAP PCT#4-RADIATOR CAP, STOP LEAK
9881	01/12/87	EDNA.F.WELCH	\$108.50	\$108.50	D.A.-REP., TRASC. PROCEEDINGS/MCFADDIN
9882	01/12/87	ETEX TELEPHONE COOP., INC.	\$103.24	\$29.38 \$26.89 \$21.16 \$25.81	PCT#4-#762-6731 01/01/87 BILLING PCT#2-#762-6266 01/01/87 BILLING PCT#3-#734-5822 01/01/87 BILLING PCT#1-#734-5609 01/01/87 BILLING
9883	01/12/87	FAMILY CANCER PLAN INS. CO.	\$253.02	\$253.02	-XP38 01/15/87 BILLING
9884	01/12/87	FURNITURE DOCTORS	\$135.00	\$135.00	D. CLK.- REFINISH 3 CHAIRS
9885	01/12/87	GATE I MOTOR INN	\$29.01	\$29.01	IND.-CONFERENCE LODGING/GERALD JOHNSON
9886	01/12/87	GAYLORD BROS., INC.	\$100.97	\$100.97	LIB.-500 BOOK JKT COVERS
9887	01/12/87	GENERAL TELEPHONE COMPANY	\$588.14	\$34.74 \$553.40	JP, CO. EMER. MGT.-#843-2328 01/04/87 BILL D.A.-#214/843-5513 01/04/87 BILLING
9888	01/12/87	GEORGE E. MEDLEY, M.D.	\$44.84	\$44.84	IND.-NICKI VAN ZANDT/OFFICE VISIT
9889	01/12/87	GEORGE P. BANE, INC.	\$50.48	\$50.48	PCT#3-KNIFE
9890	01/12/87	GILMER DRUG COMPANY	\$65.40	\$65.40	C.S.-AMMUNITION (30 CALIBUR)

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
9891	01/12/87	GOODYEAR AUTO SERVICE CENTER	\$1,249.55	\$478.12 \$129.74 \$19.63 \$27.81 \$33.78 \$7.75 \$217.48 \$101.24 \$57.00	PCT#2- 8 TIRES C.S.- 2 TIRES, 2 VALVES, SPIN BALANCE PCT#1-FLATS (2), 1 TUBE ACT#1- 1 TIRE AND LABOR PCT#1-2 INSPECTIONS, 1 TUBE, BOOT, LABOR PCT#1-INSPECTION C.S.#214-4 TIRES, SPIN BAL, VALVES PCT#2- 1 TIRE AND TUBE C.S.#211-AIM HEAD, AYPS, TIRE SPIN BAL, HALOGEN HEADLAMP
9892	01/12/87	H & D TIRE & AUTOMOTIVE	\$352.45	\$11.23 \$10.40 \$3.54 \$3.25 \$213.01 \$11.48 \$7.40 \$9.72 \$12.40 \$20.00CR	PCT#1-SANDPAPER, CHAIN SAW OIL, BATTERIES PCT#2- ONE PIN, BOX PATCHES PCT#2-ONE PIN, 1 ROLL TAPE PCT#1-FITTINGS (3) PCT#1-OIL DRY, SKT SET, FILTER, S.FLUID, DE ICER, DSL COND, TUBE, STARTER, SWITCH FLUID PCT#1-PAINT, BULBS, BOLT PCT#2-DRILL BITS (2), BOLTS (2) PCT#1- GLUE (2), TAPE (4) PCT#1-TIE BOLT, BRAKE FLUID PCT#1-CORE/SEE INV. 2524, 12/12/86
9893	01/12/87	HARTGRAPHICS, INC.	\$23.92	\$23.92	CG. CT. -DRUG DEPENDENCY PROCEED. FORMS
9894	01/12/87	HENRY T. LYNN	\$38.00	\$38.00	PCT#2-19 LOADS OIL/SAND
9895	01/12/87	HIBBS HALLMARK & COMPANY	\$69,063.00	\$3,210.00 \$32,045.00 \$23,130.00 \$664.00 \$10,020.00	NON-DEPT-FIRE/UI-SFPF09866851/10 LOCATIONS NON-DEPT-LIABILITY/UIG07280701 COMPREHENSIVE PCT#1-4, CO. S. -C/AUTO UICAL715986 VEHICLES NON-DEPT.-FLOATER COMPUTER/ UIEEP102960001 PCT#1-4-FLOATER EQUIPMENT UI-CF102960771
9896	01/12/87	INTERSTATE ELECTRIC	\$103.71	\$103.71	ROCK BLDG. -10/2W/G, 12/2/W/G, SW BOX, WIRE CUNN, STAPLES, NMC CUNN, SNAP-IN KG BLANK, IV SGL RCPT
9897	01/12/87	JACK P. KIRBY, M.D.	\$145.60	\$45.70 \$14.04 \$20.16 \$41.44 \$24.46	IND.-JIMMIE BONNETTE/OFFICE VISIT IND.-PATRICIA HUGHES/OFFICE VISIT IND.-TRINYLA BONNETTE/OFFICE VISIT IND.-ROSIE STOKER/OFFICE VISIT IND.-ROSIE STOKER/OFFICE VISIT
9898	01/12/87	JAMES HIGGINBOTHAM	\$150.00	\$150.00	PCT#2-2 LOADS GRAVEL, ASPHALT
9899	01/12/87	JERRY WICKERSON	\$231.30	\$231.30	EXT.-TRAVEL DEC. '86, ANN. DUES, MEAL
9900	01/12/87	JOANN STOCKS	\$54.00	\$54.00	AD. PROB.-TRAVEL/DEC. '86
9901	01/12/87	JOHN BIBY	\$200.00	\$200.00	C.B.L.D.S. -40 HOURS CONTRACT LABOR

VOL 28 PG 247

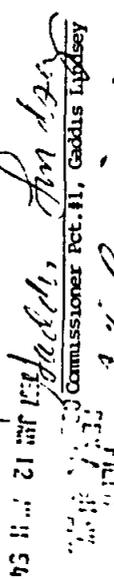
Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
9902	01/12/87	JOHNNY MILLER	\$289.20	\$289.20	HEALTH-TRAVEL DECEMBER '86
9903	01/12/87	JOHNSON CO. HEALTH DEPT.	\$30.00	\$30.00	IND.-CONFERENCE/GERALD JOHNSON
9904	01/12/87	KEITH HAMBERLIN	\$380.55	\$380.55	C. JAIL-LAUNDRY
9905	01/12/87	LONG MOTOR COMPANY, INC.	\$183.04	\$46.56 \$13.01 \$96.93 \$33.54	PCT#2-HEATER CORE/'83 FORD TRUCK PCT#2-SEAL, GASKETS, THERMAOSTAT PCT#2-MASTER BRAKE CYLINDER PCT#1-2 U BOLTS
9906	01/12/87	MARY ASHBROOK	\$560.00	\$560.00	C. BLDGS.-112 HOURS CONTRACT LABOR
9907	01/12/87	MEDICAL CENTER HOSPITAL	\$1,529.50	\$1,529.50	IND.-NICKI VAN ZANDT/EMERGENCY HOSP.
9908	01/12/87	MID-CONTINENT LIFE INSURANCE C	\$140.00	\$140.00	#01153 12/31/86 BILLING
9909	01/12/87	MIKE CANNON	\$50.00	\$50.00	AD. PROB.-PAINT FURNITURE
9910	01/12/87	MYRA HARRIS	\$4.20	\$4.20	COMPUTER-JAIL TERMINAL TROUBLE-TRAVEL UP TO COURTHOUSE TO FIX AND BACK
9911	01/12/87	PATTERSON PLUMBING	\$8.82	\$8.82	FCT#4-HOSE BIBB, PVC COUP, BUSH
9912	01/12/87	PEOPLES LIFE INSURANCE CO.	\$73.83	\$73.83	J. W. MEADOWS/PG#0300100115 JAN. '87
9913	01/12/87	PERRY BROTHER'S, INC.	\$29.88	\$19.24 \$10.44	D. CLK.-FOLDERS, PENCILS, RULERS, DIVIDERS, CONTACT PAPER, SPIRAL NOTEBOOK D. CLK.-PAPER, DIVIDERS, DESK ORGANIZERS (3 EACH)
9914	01/12/87	PET LODGE AND SUPPLY	\$56.93	\$26.93	C. S.-TRAINING LEADS, HARNESS, CHOKES, TRAFFIC LEAD
9915	01/12/87	POSTMASTER	\$110.00	\$110.00	AD. PROB.-5 ROLLS STAMPS
9916	01/12/87	PRICE EQUIPMENT COMPANY	\$101.97	\$25.74 \$76.23	PCT#2- 10 STUDS, 12 NUTS, 1 7-WAY PLUG PCT#2-SHAFT, YOKES, U JOINT, KEY, SCREWS, BOLTS NUTS & L.W.
9917	01/12/87	PRITCHETT WATER SUPPLY CORP.	\$10.00	\$10.00	FCT#1- 01/01/87 BILLING
9918	01/12/87	QURELATOR COURIER CORP.	\$13.75	\$13.75	TAX-VOTER END/YR.UPDATE/TO SEC. STATE
9919	01/12/87	R.E. CROWDER	\$13.20	\$13.20	JP#2-TRAVEL/DECEMBER '86
9920	01/12/87	RACAL-MILGO INFORMATION SYSTEM	\$199.00	\$199.00	C. JAIL-TELETYPE RENTAL/JAN. '87
9921	01/12/87	RONNIE MITCHELL	\$44.00	\$44.00	JUV. PROB.-TRAVEL/DEC. '86
9922	01/12/87	SABINE VALLEY REGIONAL MHR C	\$50.00	\$50.00	JUV. PROB.-COUNSELING/JK 12/2/86
9923	01/12/87	SEYMOUR I.S.D.	\$2,313.33	\$147.67	A. SCHOOL-#8310006591 '86 TAXES

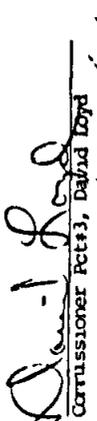
VOL 28 PG 248

USMIL COUNTY
 THE SOFTWARE GROUP, INC.
 ACCOUNTS PAYABLE SYSTEM
 Minutes of Accounts Approved
 Disbursements Made from 01/22/87 thru 01/11/87
 12 JAN 1987
 PAGE 5

Check #	Date	Vendor	Invoice Description	Invoice Amt	Check Amount	Invoice Amt
9938	01/12/87	WESTMOR-JAPAL ELECTRIC CRDS.. C	WESTMOR-JAPAL ELECTRIC CRDS.. C	\$185.65	\$185.65	
9939	01/12/87	VINGO FOODS	C. JACINTO FOOD	\$183.00	\$183.00	
9940	01/12/87	A.V. RAY	WALMART STORE #146	\$40.00	\$40.00	
9941	01/12/87	WALMART STORE #146	WALMART STORE #146	\$195.37	\$195.37	
9942	01/12/87	WEEPS WELDING & REPAIR	WEEPS WELDING & REPAIR	\$34.00	\$34.00	
9943	01/12/87	WESLEY A. BIRDS, D.D.S.	IND. MEDICAL VAN LEASE/DEFENSE VISIT	\$42.00	\$42.00	
9944	01/12/87	WEST PUBLISHING COMPANY	WEST PUBLISHING COMPANY	\$180.50	\$180.50	
9945	01/12/87	WEST SIDE FURNITURE	WEST SIDE FURNITURE	\$33.00	\$33.00	
9946	01/12/87	WILSON DISTRIBUTING COMPANY	WILSON DISTRIBUTING COMPANY	\$9.90	\$9.90	

Total: \$445,323.17


 County Judge, Everette Bean

 Commissioner Pct. 11, Gaddis Lyodsey

 Commissioner Pct. 12, Bill Loggins

 Commissioner Pct. 3, David Lloyd

 Commissioner Pct. 4, Tommy Eatherton

FROM
 COUNTY CLERK
 REX J. GIBSON
 JUN 12 1987

VOL. 28 PG 267

DEPUTATION

THE STATE OF TEXAS

COUNTY OF Upshur
County Clerk

I, Rex A. Shaw
Upshur

of the County of Upshur and State of Texas, having full confidence in Addie Rene Morris of said County and State, do hereby with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein, nominate and appoint the said Addie Rene Morris my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of County Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 8th day of January 19 87

Rex A. Shaw
Rex A. Shaw
County Clerk
of Upshur County, Texas.

THE STATE OF TEXAS

COUNTY OF Upshur

BEFORE ME, Bobbie Hankins

in and for Upshur County, Texas, on this day personally appeared Rex A. Shaw known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer, Texas,



BOBBIE HANKINS
Notary Public, State of Texas
My Commission Expires

this 8 day of January 19 87

Bobbie Hankins
Bobbie Hankins
Notary Public

OATH OF OFFICE

I, Addie Rene Morris

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Clerk and for Upshur County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed *Addie Rene Morris*
Addie Rene Morris

Sworn to and subscribed before me, this 8th day of January A. D. 19 87



BOBBIE HANKINS
Notary Public, State of Texas
My Commission Expires

Bobbie Hankins
Bobbie Hankins
Notary Public

VOL 28 PG 252

DEPUTATION

THE STATE OF TEXAS }
 COUNTY OF..... Upshur } I,..... Rex A. Shaw,
 County Clerk of the County of Upshur and State of Texas, having
 full confidence in..... Jo Ann Loftis of said County, and State, do hereby
 with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein,
 nominate and appoint the said Jo Ann Loftis my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of
 said County Clerk of said County and State, hereby ratifying
 and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this... 8th ... day of January 19 87
[Signature] County Clerk
 of Upshur County, Texas.

THE STATE OF TEXAS }
 COUNTY OF..... Upshur } BEFORE ME... Bobbie Hankins
 in and for Upshur County, Texas,
 on this day personally appeared Rex A. Shaw
 known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same
 for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer Texas,



BOBBIE HANKINS this 8 day of January 19 87
 Notary Public, State of Texas
 My Commission Expires 2-21-88
[Signature]
 Bobbie Hankins
 Notary Public

OATH OF OFFICE

"I, Jo Ann Loftis
 do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Clerk
 and for Upshur County of the State of Texas, and will to the best of my ability
 preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear
 (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute
 any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the con-
 firmation thereof. So help me God.

Signed *[Signature]*
 Sworn to and subscribed before me, this... 8 ... day of January A. D. 19 87



BOBBIE HANKINS
 Notary Public, State of Texas
 My Commission Expires 2-21-88
[Signature]
 Bobbie Hankins
 Notary Public

DEPUTATION

VOL. 28 PG 752

THE STATE OF TEXAS

COUNTY OF Upshur

Rex A. Shaw

County Clerk of the County of Upshur

and State of Texas, having full confidence in DeRonda Kaye Cain of said County and State, do hereby with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein, nominate and appoint the said DeRonda Kaye Cain my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said County Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 8th day of January, 1987

Rex A. Shaw County Clerk
of Upshur County, Texas.

THE STATE OF TEXAS

COUNTY OF Upshur

BEFORE ME, Bobbie Hankins

in and for Upshur County, Texas,
Rex A. Shaw

on this day personally appeared Rex A. Shaw known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer, Texas,



BOBBIE HANKINS this 8 day of January, 1987
Notary Public, State of Texas
My Commission Expires 1-1-88

Bobbie Hankins
Notary Public

OATH OF OFFICE

"I, DeRonda Kaye Cain

County Clerk

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of

and for Upshur

County of the State of Texas, and will to the best of my ability

preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed DeRonda Kaye Cain

8th

day of January

1987

Sworn to and subscribed before me, this _____ day of _____ A. D. 1987



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

Bobbie Hankins
Notary Public

VOL 28 PG 254

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

December 30, 1986

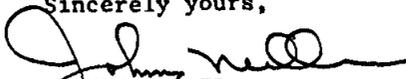
Judge Everett Dean
Upshur County Commissioner Court
Courthouse
Gilmer, Texas 75644

Re: Annual TPHA Convention; Ft. Worth, Texas;
March 15-18, 1987.

Gentlemen :

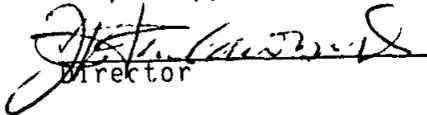
On behalf of the Upshur County Health Department, I would like to request your approval to attend the above mentioned meeting. Please find attached information concerning this meeting. Thank-you very much.

Sincerely yours,



JOHNNY MILLER
Inspector II
Upshur County Health Department

Dept. Approval:


Director

LAST CALL FOR POSTERS
62nd ANNUAL TPHA CONVENTION
FORT WORTH, TEXAS
MARCH 15-18, 1987



The theme of the 1987 Texas Public Health Association Convention is "Public Health: An Investment in the Future." The upcoming convention offers presenters and participants a unique opportunity to facilitate the emphasis on continuing education. TPHA and affiliate members, local and regional health departments, hospitals, universities, and students are eligible to submit abstracts. Every effort will be made to accommodate as many submissions as possible. Prizes for several posters will be awarded. TPHA registration fees will be required of presenters.

The content of submissions may consist of: (1) empirical research, (2) conceptual or methodological issues, or (3) innovative techniques in all areas of public health. Graduate student research projects and program evaluations are especially appropriate.

Abstracts not exceeding 400 words, typed and double-spaced, should be submitted in duplicate along with a cover letter (also in duplicate) containing the following information: (1) title of submission, (2) name and affiliation of presenter/submitter and any co-authors as you would like them to appear in the convention program, and (3) full address and telephone number for all authors. Enclose a self-addressed, stamped envelope with each submission to be used for notification.

Send to: TPHA 1987
C. L. M. Carnrike, Jr., M.A.
Biostatistician
Fort Worth Public Health
1800 University Drive
Fort Worth, Texas 76107
Phone: (817) 870-7301

Deadline for receipt of submissions is a postmark of January 15, 1987.

VOL 28 PG 256

Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, ED.D.
SUPERINTENDENT

TELEPHONE 843-2525

J. M. MARSHALL
BUSINESS MANAGER

January 7, 1987

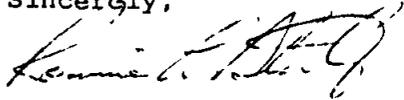
Upshur County Judge Everett Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

I certify that the following location is in need of improvement for Bus Route # 34 at the end of Blackgum Road.

We would appreciate any improvement that you may be able to make at this location.

Sincerely,



Ronnie L. Stanley
Assistant Superintendent

RLS/mlk

Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, Ed.D.
SUPERINTENDENT

TELEPHONE 843-2525

J. M. MARSHALL
BUSINESS MANAGER

January 8, 1987

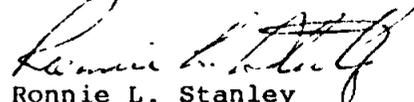
Upshur County Judge Everett Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

I certify that the following turnaround is in need of improvement for Bus Route # 9 at the home of Billy & Debbie Cannon located on Burro Road.

We will appreciate any improvement that you may be able to make at this location.

Sincerely,


Ronnie L. Stanley
Assistant Superintendent

RLS/mlk

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, R. & J Equipment,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 1,
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 1, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

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

2.

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

3.

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

4.

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

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 12 day of June, A.D. 1987.

FIRST PARTY R & J Equipment
P.O. Box 428
Timson, Texas 47925

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Terry Joe Dean,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 4,
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 4, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

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

2.

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

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is removing logs from its lands located
in Precinct No. 4, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 12 day of Jan,
A.D. 1987.

Jerry Joe Deane
FIRST PARTY
709 Mitchell
Gilmer, TX

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Snider Industries,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 3,
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 3, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of
(describe road) Lemon Trail

2.

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

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is removing logs from its lands located
in Precinct No. 3, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 12 day of June, A.D. 19 87.

Hoag Land

Snider Industries
FIRST PARTY Snider Industries
P.O. Box 668
Marshall, Texas 75760

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

VOL 28 PG 264

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE January 5, 1987

Formal notice is hereby given that Don Landry
whose principal address is 2810 Judson Road #602, Lonview, Texas 75605
does propose to place a culvert installation
within the ROW of County Road Snandragon Road
as follows:

214-663-3709

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

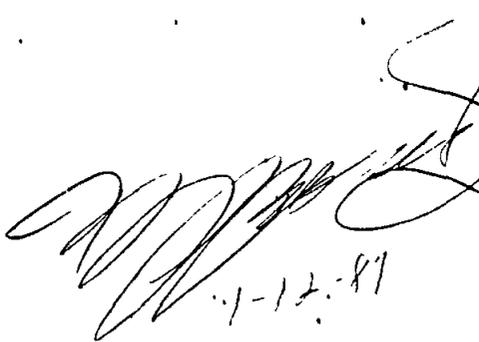
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

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

NAME _____

TITLE _____

ADDRESS _____



Handwritten signature and date: 1-12-87

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 1-5-86

Formal notice is hereby given that Kenneth Wines (Ambassador
whose principal address is Box 111 Big Sandy College)
does propose to place a water line 8"
within the ROW of County Road White Oak
as follows:

636 4311

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.
All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.
Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____

[Handwritten signature]
1986

VOL 28 PG 766

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE Jan. 5, 1986

Formal notice is hereby given that Marvin Hartlev
whose principal address is P.O. Box 1435, Gladewater, Texas 75647
does propose to place a gas line
within the ROW of County Road Hickory Road
as follows:

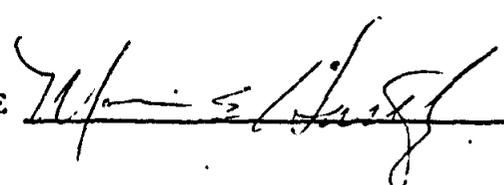
845-8123

11

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

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

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

NAME 

TITLE _____

ADDRESS _____


1-12-86



City of Gladewater
P. O. Box 551
Gladewater, Texas 75647-0037



January 8, 1987

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

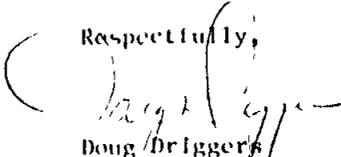
Attention: Mr. David Lloyd

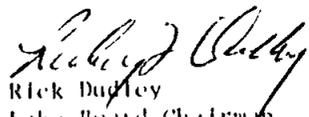
Gentlemen:

The City of Gladewater and the Gladewater Lake Board respectfully request the assistance of Upshur County in providing man power and equipment to accomplish repairs of the fish hatchery ponds located on the premises of Lake Gladewater.

Your assistance will be greatly appreciated.

Respectfully,


Doug Driggers
City Manager


Rick Dudley
Lake Board Chairman

DD:RD:kdb

Gladewater
A NEW BEGINNING

BID FORM

TO: Commissioners Court of Upshur County
Upshur County Courthouse

Gilmer, Texas 75644

FOR: 2 (qty.) New Pneumatic Hydraulic Packers with
all hydraulic controls and linkage installed on rear
of JD770A, Cat. 12G (type of motorgrader).

BID DATE: January 12, 1987

BID NOTICE
PUBLISHED: Nor required

GENERAL CONDITIONS

Bid must be sealed and marked SEALED BID - HYDRAULIC PACKER on outside of envelope.
Bid must be submitted on this form.

Delivery is F.O.B. County Barn; Gilmer, Texas (place).

Bidder must submit with bid the latest printed specifications and advertising literature on the unit that is bid and shall state model number of unit. The unit bid must be of the latest improved model in current production.

Bidder must supply one of each of the following manuals, if available: (1) operator's manual, (2) shop manual and (3) parts manuals must be furnished at the time of delivery of the packer.

Upshur County requires delivery in 60 days from award of bid, if possible. Bidder certifies that delivery can be made in 60 days from award of bid.

Bidder certifies unconditional warranty period to be 12 months. Warranty shall include travel time, parts and labor performed both at jobsite and at bidder's shop.

The price on the bid shall be the net delivered price, F.O.B. County Barn; Gilmer, Texas (place).

Upshur County will pay cash upon satisfactory delivery, operation, testing and acceptance by Commissioner of Precinct No. 1 & 3.

Upshur County reserves the right to accept or reject any or all bids, to waive any informality in bids, or to accept the bid that is deemed to be in the best interest of Upshur County.

Upshur County Courthouse
Gilmer, Texas 75644
Page 2

VOL 28 PG 769

SPECIFICATIONS

This new pneumatic hydraulic packer shall be attached to the rear of
a JD770A, Cat. 12G motor grader. yes no

Accessories and parts shall be complete to allow unit to be attached
to maintainer and be put in operation without purchase of any additional
parts or conversion kits. yes no

Bid shall include tire scrapers yes no

Dimensions:

Roller Width shall be 81" yes no

Roller Length shall be 78" yes no

Overall Length when attached to motor grader shall be 100" yes no

Ground clearance in raised position shall be 36" to 54" yes no

Total weight shall be 1,700-2400 lbs. yes no

Compaction Specifications:

Tires - four (4) on front and five (5) on rear shall be
6 ply, 7:50-15 yes no

Packing width shall be 66" yes no

Approximate compaction pressure shall be
6,000 to 12,000 lbs. yes no

Remarks/Comments _____

CASH BID PRICE

Price of New Kam-Pack Model 100 & 200 Hydraulic Pneumatic Packer \$12,000.00/ea.
Make and Model No.

This bid is submitted by:

BIGHAM BROTHERS, INC.
Company Name
By: [Signature] PRESIDENT
Signature Title
3601 Globe Ave, P.O. Box 3338
Street, Box No.
Lubbock, Texas 79452
City, State, Zip Code
(806) 765-8201
Phone No.

TO: PAYROLL DEPARTMENT

VOL 28 PG 220

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE James Stoker

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input checked="" type="checkbox"/> SHIFT	16.2	16.5
<input checked="" type="checkbox"/> RATE	15644.85	16427.10
<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) _____

CHANGE AUTHORIZED BY Gudde Juncos DATE 1-5-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT VOL 28 PG 221

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE Glen Campbell

SOCIAL SECURITY NO 467-62-9882 CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input checked="" type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	<u>14-8</u>	<u>16-9</u>
<input type="checkbox"/>	<u>\$16,036.20</u>	<u>\$18,111.00</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 _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Tommy Cottel DATE 1-4-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

28 PG 722

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE Jody Hill

SOCIAL SECURITY NO _____ CLOCK NO 159

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input checked="" type="checkbox"/> JOB	<u>Grade 1 Step 4</u>	<u>Grade 7 Step 1</u>
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION Full Time
- 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 Bill Lippin DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORD TO TAKE *#139* **VOL 28 PG 223**

EFFECT 1-1-67
(DATE & TIME)

EMPLOYEE Medical Fatherless

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input checked="" type="checkbox"/> SHIFT	<i>Evening</i>	<i>07:00-02:00</i>
<input type="checkbox"/> RATE		
<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) _____

CHANGE AUTHORIZED BY *Yadler Fudze* DATE *1-8-67*

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE WILLIAM E. GURLEY Pct 9

SOCIAL SECURITY NO _____ 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		
<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) LONGEVITY 4 YEARS
\$192.00

CHANGE AUTHORIZED BY Jenny Vink DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT VOL 28 PG 272

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

EFFECT 1-7-1987
(DATE & TIME)

EMPLOYEE Johnny Johnson

SOCIAL SECURITY NO 451-62-6163 CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB	<u>labor</u>	
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		<u>6-1</u>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

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

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

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Johnny Eastman DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE ALBERT EARL HODGE (pct 3)

SOCIAL SECURITY NO _____ CLOCK NO _____

VOL 28 PG 726

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		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input type="checkbox"/> RE EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

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

OTHER (IF EXPLAIN) LONGEVITY 1 YEAR
\$48.00

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 28 PG 777

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE ABBOTT L. PENDARUIS

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

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

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input type="checkbox"/> RE EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

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

OTHER (EXPLAIN) LONGEVITY 2 YEARS
\$96.00

CHANGE AUTHORIZED BY Venay Dub DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

88 PG 228
VOL

TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE HARRY B CROCKETT

SOCIAL SECURITY NO _____ 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		
<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) LONGEVITY 12 YEARS
\$576.00

CHANGE AUTHORIZED BY [Signature] DATE 1-1-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 28 PG 229

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE MERKEL FATHERREE

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<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) LONGEVITY 4 YEARS
\$192.00

CHANGE AUTHORIZED BY Walter Ziel DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE EARNST F BECK

SOCIAL SECURITY NO _____ 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		
<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) LONGEVITY 3 YEARS
\$144.00

CHANGE AUTHORIZED BY [Signature] DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

VOL 28 PG 780

TO: PAYROLL DEPARTMENT VOL 28 PG 781

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE JERRY KUHN (Shekiff Dept)

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<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) LONGEVITY 1 YEAR
\$48.00

CHANGE AUTHORIZED BY James Vint DATE 1-17-87

CHANGE APPROVED BY _____ DATE _____

783
TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE MARSHA RAMSEY

SOCIAL SECURITY NO _____ CLOCK NO _____

VOL 28 PG 28
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		
<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) LONGEVITY 4 YEARS
\$192.00

CHANGE AUTHORIZED BY [Signature] DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT VOL 28 PG 283

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE BARBARA HOLLAWAY

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<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) LONGEVITY 8 YEARS
\$384.00

CHANGE AUTHORIZED BY Wanda Hill DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

784
PG
28

TO: PAYROLL DEPARTMENT

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE CAROLYN WEAVER

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

↓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMLNT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<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) LONGEVITY 4 YEARS
\$192.00

CHANGE AUTHORIZED BY Wenonah DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT VOL 28 PG 285

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

EFFECT 1-1-87
(DATE & TIME)

EMPLOYEE ANN GOAR

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<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) LONGEVITY 4 YEARS
\$192.00

CHANGE AUTHORIZED BY [Signature] DATE 1-7-87

CHANGE APPROVED BY _____ DATE _____

AN ORDER ratifying, confirming and approving a contract with Hall Manufacturing Company for courtroom seating in relation to the construction of a new county jail and remodeling facilities for the Upshur County Justice Center; making provision for the payment of such contract; and resolving other matters incident and related thereto.

WHEREAS, a notice to bidders of the County's intention to let a contract for courtroom seating 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 July 16, 1986 and July 23, 1986, the date of the first publication of such notice being at least fourteen (14) days prior to the date stated therein for the receipt of bids for the contract proposed to be let; and

WHEREAS, bids for said contract were received on July 31, 1986, and such bids were publicly opened, and read aloud on such date, and referred to the Construction Manager for the project for tabulation and checking; and

WHEREAS, during a meeting held August 11, 1986, the Court, with the advise and recommendation of the Construction Manager, found and determined, and hereby finds and determines, that the lowest responsible bidder for such contract was Hall Manufacturing Company in the amount of \$18,629.00 and the Court further took action to accept the bid of the aforesaid firm and award the contract to such lowest responsible bidder; and

WHEREAS, the Court has determined that a formal order ratifying, confirming and approving the award and execution of such contract should be adopted; 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 Hall Manufacturing Company for the courtroom seating for the Upshur County Justice Center in the amount of \$18,629.00 (attached hereto as Exhibit A and incorporated herein by reference as a part of this order for all purposes), awarded by the Court on August 11, 1986, is hereby in all respects ratified, confirmed, validated and

approved, and the execution of such contract by the County Judge and County Clerk for and on behalf of the County and as the act and deed of the Commissioners' Court is hereby ratified, confirmed and approved.

SECTION 3: That the contract herein ratified, confirmed and approved pertains to 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); and \$18,629.00 in principal amount of said certificates of obligation and/or claims and accounts are hereby allocated and appropriated to pay said contract.

SECTION 4: That, in connection with the payment of said contract with certificates of obligation (and/or claims and accounts), said Contractor, as noted in said Contract, has elected to sell or assign said certificates of obligation (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 contractor as the same are delivered in payment for work performed and/or materials delivered.

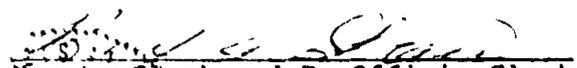
SECTION 5: That the acts of the County Judge in causing the notice to bidders to be published as stated in the preamble hereof are hereby ratified, confirmed and approved.

PASSED AND ADOPTED, this the 12th day of January, 1987.

UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio Clerk
of the Commissioners' Court
(Comm. Ct. Seal)



CONTRACT #12000
(Non-Bonded)

Lump Sum Subcontract Agreement

This Agreement made this 14th day of August, 19 86, by and between Hall Manufacturing Co. - P.O. Box 157 - Henderson, Texas 75653 (214) 657-4501 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, appliances, 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 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 (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:

COURT ROOM SEATING - Furnish and install complete all seating as specified in the furniture specifications as prepared by Hobbs, Wiginton, Fawcett - Architects and Planners, Inc.
Per proposal form dated July 31, 1986 attached.

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

All items shown on plans and referred to in addendums pertaining to these sections of the specifications.

The above will include all items and services necessary for and reasonably incidental to the proper completion of the work.

3. The Contract Price to be paid by the Owner to Subcontractor shall be: EIGHTEEN THOUSAND SIX HUNDRED TWENTY-NINE AND NO/100----- (\$ 18,629.00) 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 as required 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 of 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.

Owner:

By

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

Everett Dean
Everett Dean, County Judge

Gaddis Lindsey
Gaddis Lindsey, Commissioner 1

J. W. Meadows
J. W. Meadows, Commissioner 2

Paul Davis
Paul Davis, Commissioner 3

Paul Davis
Paul Davis, Commissioner 4

HALL MANUFACTURING COMPANY

Subcontractor

By Roy Hall President
Name Title

PROPOSAL FORM

VOL 28 PG 791

PROJECT: Upshur County Justice Center
Gilmer, Texas

BID DATE: July 31, 1986
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the landscape drawing prepared by Hobbs, Wiginton, Fawcett for contract #12000 for Court Room Seating on the Upshur County Justice Center.

ITEM I. SEATING

\$ 16,631⁰⁰

The bidder proposes to furnish seating as follows:

Auditorium Seating
Manufacturer Irving Seating Co Model 4686 & 5656

Jury Chairs
Manufacturer Jasper Seating Co Model 1520 J.B.

Attorney Chairs
Manufacturer Jasper Seating Co Model 1520

Judge Chair
Manufacturer Jasper Seating Co Model 2855-DT Walnut Wood
Leather upholstery

(Enclosed brochures illustrate products proposed)

Alternate #1 Add #1,998⁰⁰

Stacking Chairs
Manufacturer Kruger Model 14AOUF

The bidder agrees to deliver seating by _____ (date).

The bidder also agrees to complete the work in 7 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty(30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 8,931²⁵, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

Bid. Item I Seating \$16,631⁰⁰
Alt. I Stacking Chairs 1,998⁰⁰
Total \$18,629⁰⁰

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF UPSHUR

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

1. That on the 12th day of January, 1987, a regular meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
BILL LOGGINS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
TOMMY EATHERTON	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: None. Among other business considered at said meeting, the attached order entitled:

"AN ORDER ratifying, confirming and approving a contract with Hall Manufacturing Company for courtroom seating in relation to the construction of a new county jail and remodeling facilities for the Upshur County Justice Center; 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 Gaddis Lindsey and seconded by Bill Loggins, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

4 voted "For" 0 voted "Against" 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 above 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 12th day of January, 1987.


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

(Comm. Crt. Seal)

AN ORDER ratifying, confirming and approving a Change Order to the contract with East Texas Acoustical in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on July 22, 1985, the Commissioners' Court of Upshur County, Texas, awarded a contract to East Texas Acoustical in the amount of \$37,544 for acoustical tile and wall panels in relation to the construction of the new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; and

WHEREAS, said contract has been heretofore amended by two (2) change orders, the net effect of such change orders being to add the sum of \$10,393 to the original contract amount and revise the contract price to \$47,937.00; and

WHEREAS, it has been determined that certain additional changes, modifications and revisions should be made to the work to be performed and/or materials to be supplied under and pursuant to such contract; such changes, modifications and revisions being more fully described in the Change Order attached hereto as Exhibit A; and

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

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

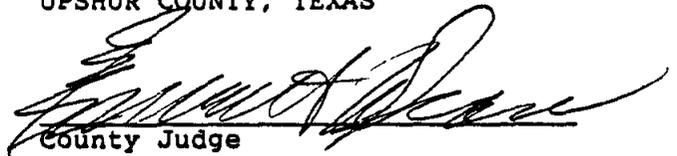
SECTION 1: That the recitals and findings contained in the preamble hereof are hereby incorporated herein as though set forth at length as a part of this Section.

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

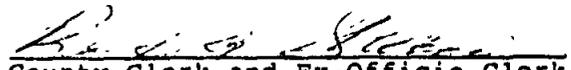
SECTION 3: That, by reason of the foregoing Change Orders, the total amount due on said contract, as amended, is hereby acknowledged and determined to be \$47,677.00 and the principal amount of "Upshur County, Texas, Certificates of Obligation, Series 1985B" (and/or claims and accounts representing an undivided interest in said series of certificates) allocated and appropriated to pay said contract, as amended, shall be and is hereby revised and changed to \$35,967.00.

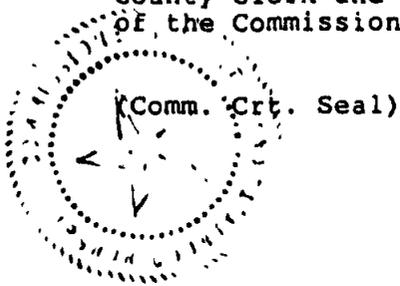
PASSED AND ADOPTED, this the 12th day of January, 1987.

UPSHUR COUNTY, TEXAS


County Judge

ATTEST:


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



CHANGE ORDER 28 BG 296
CONSTRUCTION MANAGEMENT EDITION
 AIA DOCUMENT C701/CM

EXHIBIT A

OWNER
 ARCHITECT
 CONSTRUCTION MANAGER
 CONTRACTOR
 FIELD
 OTHER - Attorney

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

CHANGE ORDER NUMBER: 51.3

INITIATION DATE: 10/27/86

TO (Contractor):
 East Texas Acoustical
 P.O. Box 483
 Longview, Texas 75606

ARCHITECT'S PROJECT NO: 8503

CONSTRUCTION MANAGER'S PROJECT NO: 907

CONTRACT FOR: Acoustics

CONTRACT DATE: 4/10/85

You are directed to make the following changes in this Contract: **CONTRACT #: 9510**

Use 5/8 sound absorbing material in lieu of sound soak.
 Provide ceilings in Room 259 and Room 171.
 Modify the ceiling in 272 for conflicts with other trades.

THIS CHANGE ORDER IS 100% JUSTICE CENTER

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

The original (Contract Sum) (~~Guaranteed Maximum Cost~~) was \$ 37,544.00
 Net change by previously authorized Change Orders \$ 10,393.00
 The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was \$ 47,937.00
 The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be ~~increased~~ (decreased) (~~unchanged~~)
 by this Change Order \$ (260.00)
 The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be ... \$ 47,677.00
 The Contract Time will be (~~increased~~ ~~decreased~~) (unchanged) by () Days
 The Date of Substantial Completion as of the date of this Change Order therefore is unchanged

Recommended:
THE R. E. HABLE COMPANY
 CONSTRUCTION MANAGER
P.O. Drawer 650 - Corsicana, Texas 75110
 ADDRESS

Approved:
HOBBS-WIGINTON-FANCETT, Architects & Planners
 ARCHITECT
2811 McKinney, Suite 210/Dallas, Texas 75204
 ADDRESS

BY William Carter, Project Manager DATE

BY DATE

Agreed To:
EAST TEXAS ACOUSTICAL
 CONTRACTOR
P.O. Box 483 / Longview, Texas 75606
 ADDRESS

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

BY DATE

BY DATE

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF UPSHUR

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

1. That on the 12th day of January, 1987, a regular meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
RILL LOGGINS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
TOMMY EATHERTON	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: None. Among other business considered at said meeting, the attached order entitled:

"AN ORDER ratifying, confirming and approving a Change Order to the contract with East Texas Acousticals in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of the additional amount to become due by reason of such Change Order; and resolving other matters incident and related thereto."

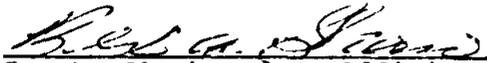
was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order and, upon a motion made by Bill Loggins and seconded by David Loyd, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

4 voted "For" 0 voted "Against" _____ 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 above 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 12th day of January, 1987.


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

(Comm. Crt. Seal)

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:

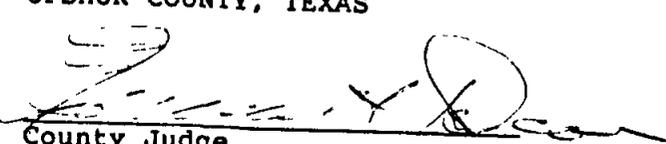
SECTION 1: That each statement or invoice identified in the schedule attached hereto as Exhibit A is hereby approved for payment and each of said statements or invoices shall be and is hereby authorized to be paid by a claim and account representing an undivided interest in the Certificates; a listing 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.

VOL 28 PG 800

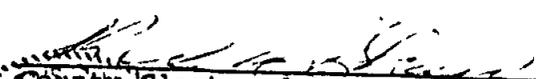
SECTION 2: That the County Auditor is hereby authorized and directed to complete the execution of the claims and accounts approved and authorized to be delivered in payment of said statement(s) or invoice(s) and, together with the County Judge and County Clerk, cause the same to be delivered to the contractors,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

PASSED AND ADOPTED, this the 12 day of January, 1987.

UPSHUR COUNTY, TEXAS

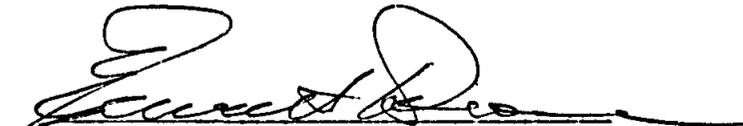

County Judge

ATTEST:

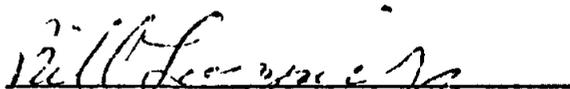

County Clerk and Ex-Officio Clerk
of the Commissioners' Court

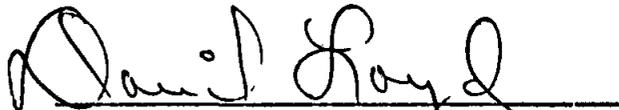
(Comm. Crt. Seal)

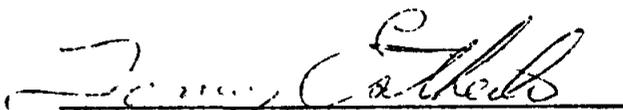
<u>CLAIM NO.:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
447	Construction Supply Company, Inc.	78-775-3380	4.91
448	McDonald Welding Services, Inc.	78-775-3390	97.50
449	Jail Planners, Inc.	78-775-4165	384.11
450	Jail Planners, Inc.	78-775-4165	8,737.88
451	W. E. Sword Company, Inc.	78-775-4495	54.00
452	Jodac Office Outfitters	78-776-5450	1,928.76
453	ADTEC Security	78-775-4495	8,538.00
454	Byron Crook Electric	78-775-4495	12,935.90
455	Mosby Mechanical	78-775-4495	14,619.10
456	East Texas Acoustical	78-775-4495	1,171.00
457	Longhorn Cabinet Works	78-775-4495	1,505.40
458	Air Masters	78-775-4495	2,253.00
459	Mid South Fire Protection	78-775-4495	262.60


 COUNTY JUDGE, EVERETT DEAN


 COMMISSIONER PCT. #1, GADDIS LINDSEY


 COMMISSIONER PCT. #2, BILL LOGGINS


 COMMISSIONER PCT. #3, DAVID LOYD


 COMMISSIONER PCT. #4, TOMMY EATHERTON

COMPLETE RELEASE AND WAIVER OF LIEN

VOL 28 PG 803

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

EIGHT THOUSAND FIVE HUNDRED THIRTY EIGHT AND NO/100----- (\$8,538.00-----)

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

ADTEC SECURITY, INC.

Witness: Paul C. [Signature]

Witness: Carol Lewis

(Company)
By: [Signature] President
(Signature) (Title)
November 6, 1986
(Date)

SWORN TO AND SUBSCRIBED before me on this the 6th day of November, 1986 to certify which witness my hand and seal of office.

[Signature]
Notary Public in and for Bexar County, Texas
My Commission Expires: 4-24-88

COMPLETE RELEASE AND WAIVER OF LIEN

VOL. 28 PG 804

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

ONE THOUSAND EIGHTY-FOUR AND 02/100-----(\$1,084.02-----)

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: Lee Ann Richardson

LANGSTON ALUMINUM AND GLASS
Langston Alum & Glass
(Company)

Witness: Aprina Bobo

By: [Signature] V.P.
(Signature) (Title)
12/9/86
(Date)

SWORN TO AND SUBSCRIBED before me on this the 9th day of December, 1986 to certify which witness my hand and seal of office.

[Signature]
Notary Public in and for the State of County, Texas
My Commission Expires: 7/3/89

RECEIVED DEC 11 1986

COMPLETE RELEASE AND WAIVER OF LIEN

VOL 28 PG 805

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

FIFTEEN THOUSAND SIX HUNDRED TWENTY-NINE AND NO/100----- (\$ 18,629.00-----)

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSUR COUNTY JAIL AND JUSTICE CENTER

Witness: [Signature]
Witness: [Signature]

HALL MANUFACTURING COMPANY
(Company)
By: [Signature] [Signature]
(Signature) (Title)
DEC 15 / 1986
(Date)

SWORN TO AND SUBSCRIBED before me on this the 15th day of December, 1986 to certify which witness my hand and seal of office.

[Signature]
Notary Public in and for KLUCK County, Texas

My Commission Expires:  SHELVE WEAVER
Notary Public of Texas
My Commission Expires 8/29/90



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

January 12, 1987

RE: CONSOLIDATION OF PUBLIC
HEALTH SERVICES IN
UPSHUR COUNTY

Mr. Carl Welge, Jr.
Acting Associate Commissioner
for Community and Rural Health
1100 West 49th
Austin, Texas 78756

Dear Mr. Welge,

In light of the current budgetary restrictions on both State and County levels, and also due to the recent retirement of a clerical employee in the Upshur County Public Health office, the Upshur County Commissioner's Court respectfully requests the following action(s) be taken:

1. The remaining public health positions -- Nurse II and Sanitary Inspector II -- as well as, all the remaining county public health functions -- be relocated and consolidated with other public health programs, already in operation and located in the county "rock" building (WIC, MHHA, etc.), Gilmer, Texas.
2. Designate Marietta Crowder, M.D., Medical Director, Public Health, Region 7/10, as the medical officer in charge of Upshur County public health, as soon as possible.

3. Designate Mr. W.T. Ballard, P.E., Region 7/10 Engineer for Environmental and Consumer Health, as the supervising sanitary officer in charge of Upshur County public health sanitation, as soon as possible.

This action is needed right away (as soon as possible) to reduce duplication of services, increase overall cost-effectiveness, streamline operations, and insure a smooth transition during this consolidation effort. In addition, relocating all these public health offices under "one roof" will reduce the public's confusion about where to go for services.

Sincerely,


Everett Dean, County Judge
Upshur County

Gaddis Lindsey
Gaddis Lindsey, Commissioner
Precinct 1

Bill Loggins
Bill Loggins, Commissioner
Precinct 2

David Loyd
David Loyd, Commissioner
Precinct 3

Tommy Eatherton
Tommy Eatherton, Commissioner
Precinct 4

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397 JAN 12 11 11 54