UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

August 29, 1986

Commissioners Court met in Special Session with all members present except David Loyd, Commissioner Pct. #3 and Paul Davis, Commissioner Pct. #4.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the minutes of Aug. 25, 1986 as read with no corrections.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the payroll for August. Motion carried. Copy attached.

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

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Arkla Gas to place a gas line within the ROW of Holly Lane. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve a Permit Applciation by M. H. Kiser to place a water line within the ROW of Shamburger Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Francis W. Flores to place a culvert installation within the ROW of Dial Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve a Permit Application by Bi-County Water Supply to place a water line within the ROW of Ginger at Lavender Roads. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Gerald Knapps to place a culvert installation within the ROW of Lemon Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Ward Exploration Co. to place seismograph survey lines within the ROW of Arrowwood and Ash Roads. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve a Permit Application by Bi-County Water Supply to place a water line within the ROW of Red Clover Road. Motion carried. Copy attached.

Paul Davis, Commissioner Pct. #4, entered the Court and took his place at the meeting.

Motion by Paul Davis seconded by J. W. Meadows to approve a Permit Application by Sharon Water Supply to place a water line within the ROW of Gopher Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by Gaddis Lindsey to approve a Permit Application by Mrs. John Anderson to place a culvert installtion within the ROW of Magnolia Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Special Road Use Agreement by Snider Industries to haul logs on Gardenia Road. Motion carried. Copy attached.

Gerald Johnson, Director of Indigent Health Care Program, gave a report on that program's progress. He said that he had sent contracts to approximately thirty hospitals, doctors and pharmacies and about one-third of them have signed. This includes Pittsburg and Good Shepherd giving coverage on the

North end and the South end of the County. There hasn't been any expenditures except for administration costs. Mr. Johnson said that the program was in good shape but that he was disappointed that the major providers were outside of the county.

Motion by Paul Davis seconded by Gaddis Lindsey to approve a Permit Application by Etex Telephone to place a buried cable within the ROW of Cherokee Trace, Olive Road and Bear Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to nominate Karen Metzel, Laurie Parish, Patsy McCurry, Gwen Beal and Mary Kirby to the Upshur County Child Welfare Board. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Continental Telephone to place a buried cable within the ROW of Water Tower West. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve repairs to bus turn-around at the home of Vera Hall on Bus Route #95. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to sign contract with Texas Department of Health and place in the Court minutes. Motion carried. Copy attached.

Motion by Paul Davis seconded by J. W. Meadows to fill an abandoned well owned by Marvelous Karlick. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Paul Davis to place contract on bridge load posting in Court Minutes. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Paul Davis to approve change orders to Mosby Mechanical Co. and Byron Crook Electric Co.. Motion carried. Copy attached.

Commissioners Court set the date for budget hearing as Sept. 16, 1986 at 9:00 A.M.

The County Auditor gave a financial report and stated that not enough has been budgeted for benefits. She stated also that the budget is in pretty good shape and has some funds left in Revenue Sharing. There was also returned to the county because of our involvement in the Texas Association of Counties.

The Court went into Executive Session..

Sept. 5, 1986

Commissioners Court met in Special Session with all members present.

Motion by Judge Dean seconded by Gaddis Lindsey to set the proposed tax at 51.706 which is a 15% increase. Ten per cent of that goes to indigent health care. Motion carried.

Court recessed until Monday, Sept. 8, 1986.

Sept. 8, 1986

Commissioners Court met in Regular Session with all members present.

Motion by J. W. Meadows seconded by Paul Davis to approve the unpaid bills. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve a Permit Application by Keith Corbell to place a culvert in-

stallation within the ROW of penguin Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve a Permit Application by Ronnie Maza to place a culvert installation within the ROW of Cottonwood Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by J. W. Meadows to construct a bus turn-around at the residence of the Davidson's on Armadillo Road. Motion carried. Copy attached.

Motion by Gaddis lindsey seconded by J. W. Meadows to accept roads in Union Mountain 1-2-3 into county lateral road system. Motion carried. No copy.

Motion by David Loyd seconded by Paul Davis to approve plat of Glade Creek Addition for recording purposes. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve supplemental contractual agreement for right of way procurement from Hwy 271 South to Gregg County line and an interlocal agreement with City of East Mountain. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Paul Davis to approve County and District Clerks to attend meeting in Tyler on Sept. 12, 1986. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to place copy of County Treasurer's certification in Court Minutes. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to purchase microfish for figuring pharmacy bills for indigent health care at the cost of $264.00. Motion carried.

Motion by J. W. Meadows seconded by Gaddis Lindsey to allow Health Departments employees to attend meeting in Longview On Sept. 19, 1986. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis to accept, on the advice of the District Attorney, to accept sealed bids on computer for further study. Bids were received from IBM - Tyler, Tx., Software Group - Plano, Tx., and CPS Business Systems - Wichita Falls. Motion carried.

Motion by J. W. Meadows seconded by David Loyd to hire Mrs. Joyce Morrison as County Librarian at a salary of $21,000.00 effective Oct. 1, 1986. Motion carried.

Motion by David Loyd seconded by Paul Davis to approve disbursing $100,000.00 of the school land fund to the schools in Upshur County. Funds are to be disbursed on Sept. 22, 1986. Motion carried. No copy.

Motion by Paul Davis seconded by J. W. Meadows to approve the County Judge and Commissioners attending conference in Beaumont, Tx. on Oct. 8, 9, and 10th. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve a payroll change for: Zack Hughes -- Pct. #3 -- re-evaluation of existing job.
Motion carried. Copy attached.

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

DeRonda Cain ---	County Clerk's Office ---	Longevity
Barbara Moore --	J. P. Pct. #1 ---	Longevity
Mary Sweetser --	Tax Office ---	Longevity
Melody J. Keith -	D. A. Office ---	Longevity
Frank T. Bless --	Sheriff's office ---	Longevity
Kenneth Mayfield -	Sheriff's Office ---	Longevity
Eddie J. Smith -	Pct. #1 ---	Longevity

Motion carried. Copy attached.

Motion by J. W. Meadows seconded by David Loyd to approve the Treasurer's Monthly report. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Paul Davis to table the payroll changes for employees in the tax office. Motion carried.

Motion by Gaddis Lindsey seconded by J. W. Meadows to talk to the State Hunter about the beaver problem in the county and to negotiate a fee for his removal of them. The fee will be paid out of the General Fund. Motion carried.

Motion by Paul Davis seconded by David Loyd to approve bills on the Justice Center - Claim #92 through #96 and the Jail bills - Claim #328 through #339. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Paul Davis to approve a Permit Application by Bobby Willeford to place a culvert installation within the ROW of Bob O Link Road. Motion carried. Copy attached.

The County Auditor discussed the financial report. She said that prior year's expenditures need to be compared in preparing new budget. There are some funds left from the Federal Revenue Sharing. She also stated that the line items gone over in the library were salaries and benefits.

Motion by Judge Dean seconded by Gaddis Lindsey to adjourn. Motion carried.

COUNTY JUDGE

Gaddis Lindsey
COMMISSIONER PCT. #1

COMMISSIONER PCT. #2

David Loyd
COMMISSIONER PCT. #3

COMMISSIONER PCT. #4

VOL. 27 PG. 153

UPSHUR COUNTY — PAYROLL SYSTEM V 1.61 — 28 AUG 1986
THE SOFTWARE GROUP, INC. — DEPARTMENTAL PAYROLL REGISTER — PAGE 1

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
136	401	DEAN, CHARLES EVERETT	08/29/86	7724	2,435.00	304.82	174.18	RET	170.45	1,628.82
								INSCO	112.71	
								INSFC	22.10	
								INSMC	22.00	
					2,435.00	304.82	174.18		327.26	1,628.82
149	401	JOHNSON, BOBBIE EVELYN	08/29/86	7725	1,464.65	282.55	104.72	RET	102.53	1,825.43
								INSCO-CP	0.00	
								INSFC	12.42	
								INSMC	11.00	
								INSTL	6.00	
					1,464.65	282.55	104.72		131.95	1,825.43
	401				3,899.65	507.37	278.82		459.21	2,654.25

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
118	403	CAIN, DERONDA KAYE	08/29/86	7726	1,127.41	106.90	80.61	RET	78.92	778.47
								INSCO	74.26	
								INSTL	8.25	
					1,127.41	106.90	80.61		161.43	778.47
138	403	ELIOFF, JUANELL EARLEN E	08/29/86	7727	961.71	110.55	68.76	RET	67.32	624.07
								INSCO	74.26	
								INSTL	16.75	
					961.71	110.55	68.76		158.33	624.07
158	403	HILL, J. B. JR.	08/29/86	7728	1,881.00	229.60	134.49	RET	131.67	1,257.67
								INSCO	112.71	
								INSFC	14.86	
					1,881.00	229.60	134.49		259.24	1,257.67
177	403	LOFTIS, JO ANN	08/29/86	7729	1,017.20	120.36	72.73	RET	71.20	729.71
								INSCO-CP	0.00	
								INSTL	23.20	
					1,017.20	120.36	72.73		94.40	729.71
182	403	MORRIS, ADDIE RENE	08/29/86	7730	1,158.22	99.26	82.81	RET	81.08	768.30
								INSCO	112.71	
								INSFC	14.06	
					1,158.22	99.26	82.81		207.85	768.30
	403				6,145.54	666.67	439.40		881.25	4,158.22

VOL. 27 PG. 854

VOL. 27 PG. 855

UPSHUR COUNTY — PAYROLL SYSTEM V 1.61 — 28 AUG 1986
THE SOFTWARE GROUP, INC. — DEPARTMENTAL PAYROLL REGISTER — PAGE 3

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
142	405	GADDIS, DON	08/29/86	7731	1,329.13	96.81	95.03	RET	93.04	1,023.65
								INSCD-CP	0.00	
								INSFC	20.60	
					1,329.13	96.81	95.03		113.64	1,023.65
	405				1,329.13	96.81	95.03		113.64	1,023.65

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

P A Y R O L L S Y S T E M V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 4

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
237	410	COX, MARY ROSE	08/29/86	7732	957.71	70.48	68.48	RET	67.04	728.51
								INSCO-CP	0.00	
								INSTL	23.20	
					957.71	70.48	68.48		90.24	728.51
305	410	ROARK, LESA N.	08/29/86	7733	136.24	1.55	9.74			124.95
					136.24	1.55	9.74		0.00	124.95
	410				1,093.95	72.03	78.22		90.24	853.46

VOL. 27 PG. 856

VOL. 21 - 857

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
284	435	BICKERDIKE, RUBY MARZELL	08/29/86	7734	524.21	36.91	37.48	INSFC	21.50	428.32
					524.21	36.91	37.48		21.50	428.32
293	435	MULANAX, VIRGIL E.	08/29/86	7735	150.00	0.00	10.73	RET	10.50	99.27
								INSFC	29.50	
					150.00	0.00	10.73		40.00	99.27
223	435	WELCH, EDNA FAY	08/29/86	7736	2,519.17	565.95	180.12	RET	176.34	1,596.76
					2,519.17	565.95	180.12		176.34	1,596.76
	435				3,193.38	602.86	228.33		237.84	2,124.35

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
145	450	GOAR, ELIZABETH ANN	08/29/86	7737	1,194.53	44.91	85.41	RET	83.62	841.21
								INSCO	139.38	
					1,194.53	44.91	85.41		223.00	841.21
295	450	GOUGHNOUR, JULIE ANN	08/29/86	7738	882.42	41.28	63.09	RET	61.77	642.02
								INSCO	74.26	
					882.42	41.28	63.09		136.03	642.02
285	450	GRISWOLD, ALLISON COLLEEN	08/29/86	7739	904.49	87.13	64.67	RET	63.31	689.38
								INSCO-CP	0.00	
					904.49	87.13	64.67		63.31	689.38
170	450	JONES, CAROLYN SUE	08/29/86	7740	506.00	34.72	36.18			435.10
					506.00	34.72	36.18		0.00	435.10
241	450	MASK, JANET F.	08/29/86	7741	460.00	0.00	32.89			427.11
					460.00	0.00	32.89		0.00	427.11
196	450	RAY, HORACE ANDY	08/29/86	7742	1,881.00	309.60	134.49	RET	131.67	1,305.24
								INSCO-CP	0.00	
					1,881.00	309.60	134.49		131.67	1,305.24
	450				5,828.44	517.64	416.73		554.01	4,340.06

VOL. 21 PG. 858

VOL. 27 PG. 852

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 7

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
246	451	MOORE, BARBARA L.	08/29/86	7743	953.71	81.66	68.19	RET	66.76	574.52
								INSCO	139.38	
								INSTL	23.20	
					953.71	81.66	68.19		229.34	574.52
198	451	RAY, WILLIAM VALTON	08/29/86	7744	1,458.00	131.92	104.25	RET	102.06	1,007.06
								INSCO	112.71	
					1,458.00	131.92	104.25		214.77	1,007.06
204	451	SMITH, NADRA CITA	08/29/86	7745	965.71	111.26	69.85	RET	67.60	701.85
								INSCO-CP	0.00	
								INSTL	16.75	
					965.71	111.26	69.85		84.35	701.85
221	451	WEAVER, CAROLYN JO	08/29/86	7746	1,009.20	118.94	72.16	RET	70.64	660.48
								INSCO	74.26	
								INSTL	12.88	
					1,009.20	118.94	72.16		157.78	660.48
	451				4,386.62	443.78	313.65		686.16	2,943.83

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 8

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
128	452	CROWDER, R. E.	08/29/86	7747	641.00	100.10	45.83	INSCO-CP	0.00	382.36
								INSCO	112.71	
					641.00	100.10	45.83		112.71	382.36
	452				641.00	100.10	45.83		112.71	382.36

VOL. 21 PG. 862

VOL. 27 - 861

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

P A Y R O L L S Y S T E M V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 9

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
121	453	CHASTEEN, W. S.	08/29/86	7748	641.00	30.12	45.83	INSCO-CP	0.00	565.05
					641.00	30.12	45.83		0.00	565.05
	453				641.00	30.12	45.83		0.00	565.05

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 10

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
218	454	TURNER, GASTEL	08/29/86	7749	126.00	0.00	9.01	INSCO-CP	0.00	116.99
					126.00	0.00	9.01		0.00	116.99
	454				126.00	0.00	9.01		0.00	116.99

VOL. 27 PG. 862

VOL. 27 PG. 863

UPSHUR COUNTY — PAYROLL SYSTEM V 1.61 — 28 AUG 1986
THE SOFTWARE GROUP, INC. — DEPARTMENTAL PAYROLL REGISTER — PAGE 11

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
123	455	CLIFTON, HOWARD L.	08/29/86	7750	641.00	3.94	45.83	RET	44.87	394.08
								INSCO	139.38	
								INSTL	12.90	
					641.00	3.94	45.83		197.15	394.08
	455				641.00	3.94	45.83		197.15	394.08

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
110	476	BLASINGAME, ALICE P.	08/29/86	7751	1,799.53	280.41	128.67	RET	125.97	1,192.89
								INSCO-CP	0.00	
								INSMC	32.00	
								INSTL	39.59	
					1,799.53	280.41	128.67		197.56	1,192.89
232	476	CONE, TIMOTHY CLIFTON	08/29/86	7752	2,958.33	473.48	211.52	RET	207.08	1,953.54
								INSCO	112.71	
					2,958.33	473.48	211.52		319.79	1,953.54
283	476	CROSS, NANCY ANN	08/29/86	7753	2,250.00	364.85	160.88	RET	157.50	1,454.06
								INSCO	112.71	
					2,250.00	364.85	160.88		270.21	1,454.06
163	476	JENKINS, LATICIA ANN	08/29/86	7754	1,609.59	185.35	115.09	RET	112.67	1,165.12
								INSCO-CP	0.00	
								INSTL	31.36	
					1,609.59	185.35	115.09		144.03	1,165.12
171	476	KEITH, MELODY JOYCE	08/29/86	7755	1,207.04	56.71	86.30	RET	84.49	979.54
								INSCO-CP	0.00	
					1,207.04	56.71	86.30		84.49	979.54
	476				9,824.49	1,360.80	702.46		1,016.08	6,745.15

VOL. 87 PG. 864

865

VOL. 27

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
291	495	LUNSFORD, CYNTHIA MARI A	08/29/86	7756	1,154.38	128.13	82.54	RET	80.81	862.90
								INSCO-CP	0.00	
					1,154.38	128.13	82.54		80.81	862.90
290	495	WEIN, NANETTE RUTH	08/29/86	7757	1,881.00	164.00	134.49	RET	131.67	1,356.63
								INSCO	74.26	
								INSTL	19.95	
					1,881.00	164.00	134.49		225.88	1,356.63
	495				3,035.38	292.13	217.03		306.69	2,219.53

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION *	AMOUNT	NET PAY
153	497	HARRIS, MYRA NELL	08/29/86	7758	1,174.39	116.55	83.97	RET	82.21	844.46
								INSCO-CP	0.00	
								INSMC	24.00	
								INSTL	23.20	
					1,174.39	116.55	83.97		129.41	844.46
273	497	HOWELL, LINDA LOUISE	08/29/86	7759	1,001.20	117.53	71.59	RET	70.00	742.00
								INSCO-CP	0.00	
					1,001.20	117.53	71.59		70.00	742.00
220	497	VICK, THOMAS VERNON	08/29/86	7760	1,881.00	229.60	134.49	RET	131.67	1,385.24
								INSCO-CP	0.00	
					1,881.00	229.60	134.49		131.67	1,385.24
	497				4,056.59	463.68	290.05		331.16	2,971.70

VOL. 27 FG. - Blele

VOL. 27 867

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
130	499	DAVIDSON, BRENDA LEE	08/29/86	7761	873.42	71.47	62.45	RET	61.14	678.36
								INSCO-CP	0.00	
					873.42	71.47	62.45		61.14	678.36
131	499	DAVIS, LAVADA M.	08/29/86	7762	1,061.51	98.70	75.90	RET	74.31	673.22
								INSCO	139.38	
					1,061.51	98.70	75.90		213.69	673.22
161	499	HOLLOWAY, BARBARA J.	08/29/86	7763	1,127.41	139.83	80.61	RET	78.92	718.20
								INSCO	74.26	
								INSTL	35.59	
					1,127.41	139.83	80.61		188.77	718.20
195	499	RAMSEY, MARSHA MARTIN	08/29/86	7764	916.49	88.80	65.53	RET	64.15	698.01
								INSCO-CP	0.00	
					916.49	88.80	65.53		64.15	698.01
203	499	SMITH, MICHEAL LOYD	08/29/86	7765	1,881.00	139.86	134.49	RET	131.67	1,320.75
								INSCO	139.38	
								INSTL	14.85	
					1,881.00	139.86	134.49		285.90	1,320.75
212	499	SWEETSER, MARY J.	08/29/86	7766	1,041.51	124.65	74.47	RET	72.91	745.53
								INSCO-CP	0.00	
								INSTL	23.95	
					1,041.51	124.65	74.47		96.86	745.53
260	499	THOMPSON, TALITHA LYNN	08/29/86	7767	804.38	53.37	57.51	RET	56.31	637.19
								INSCO-CP	0.00	
					804.38	53.37	57.51		56.31	637.19
224	499	WHITAKER, LADONNA LEE	08/29/86	7768	916.49	102.56	65.53	RET	64.15	648.66
								INSCO-CP	0.00	
								INSTL	35.59	
					916.49	102.56	65.53		99.74	648.66
	499				8,622.21	819.24	616.49		1,066.56	6,119.92

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
182	510	ASHBROOK, BURNICE F.	08/29/86	7769	1,617.33	157.11	115.64	RET	113.21	1,118.66
								INSCO	112.71	
					1,617.33	157.11	115.64		225.92	1,118.66
191	510	PALMER, LINDA S.	08/29/86	7770	824.40	66.00	58.94	RET	57.71	641.75
								INSCO-CP	0.00	
					824.40	66.00	58.94		57.71	641.75
194	510	POTTER, OLLIE JOHN	08/29/86	7771	609.67	26.36	43.59	INSCO	112.71	486.51
								INSFC	20.50	
					609.67	26.36	43.59		133.21	486.51
217	510	TOWNSEND, JOHN BURL	08/29/86	7772	820.40	72.45	58.66	INSCO	112.71	576.58
					820.40	72.45	58.66		112.71	576.58
	510				3,871.80	321.92	276.83		529.55	2,743.50

VOL. 27 PG. 868

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
268	551	THREADGILL, HENRY T.	08/29/86	7773	1,134.00	108.92	81.08	INSCO-CP	0.00	944.00
					1,134.00	108.92	81.08		0.00	944.00
	551				1,134.00	108.92	81.08		0.00	944.00

VOL. 27 ... 869

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

P A Y R O L L S Y S T E M V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 18

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
262	552	HOLT, ONIE JR.	08/29/86	7774	609.00	58.91	43.54	RET	42.63	463.92
								INSCO-CP	0.00	
					609.00	58.91	43.54		42.63	463.92
	552				609.00	58.91	43.54		42.63	463.92

VOL. 21 PG. 870

VOL. 87 PG. 87

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
105	553	BARTON, BOBBY G.	08/29/86	7775	774.00	60.38	55.34	RET	54.18	604.18
								INSCO-CP	0.00	-
					774.00	60.38	55.34		54.18	604.18
	553				774.00	60.38	55.34		54.18	604.18

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
264	554	SEAHORN, CHARLES WAYNE	08/29/86	7776	609.00	10.76	43.54	RET	42.63	512.07
								INSCO-CP	0.00	
					609.00	10.76	43.54		42.63	512.07
	554				609.00	10.76	43.54		42.63	512.07

VOL. 27 PG. 872

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
164	555	JENKINS, STANLEY EUGEN E	08/29/86	7777	734.00	55.91	52.48	RET	51.38	574.23
								INSCO-CP	0.00	
					734.00	55.91	52.48		51.38	574.23
	555				734.00	55.91	52.48		51.38	574.23

VOL. 27 F. 873

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
107	560	BEASLEY, JAMES LEON	08/29/86	7778	1,874.51	369.37	134.03	RET	131.22	1,219.89
								INSCO-CP	0.00	
								INSMC	20.00	
					1,874.51	369.37	134.03		151.22	1,219.89
109	560	BETTERTON, ANTHONY SCOTT	08/29/86	7779	1,521.25	194.04	108.77	RET	106.49	1,111.95
								INSCO-CP	0.00	
					1,521.25	194.04	108.77		106.49	1,111.95
111	560	BLESS, FRANK THOMAS	08/29/86	7780	1,721.57	262.28	123.09	RET	120.51	1,197.69
								INSCO-CP	0.00	
								INSMC	18.00	
					1,721.57	262.28	123.09		138.51	1,197.69
231	560	DURRUM, MARGARET ANN	08/29/86	7781	1,029.51	78.91	73.61	RET	72.07	804.92
								INSCO-CP	0.00	
					1,029.51	78.91	73.61		72.07	804.92
269	560	ENGLISH, YOUNG LEON	08/29/86	7782	1,513.25	213.85	108.20	RET	105.93	1,015.01
								INSCO	70.26	
					1,513.25	213.85	108.20		176.19	1,015.01
152	560	HARRIS, JAMES CLAYTON	08/29/86	7783	1,517.25	170.75	108.48	RET	106.21	982.32
								INSCO	139.38	
								INSTL	10.11	
					1,517.25	170.75	108.48		255.70	982.32
157	560	HENSON, LARRY N.	08/29/86	7784	1,725.57	203.69	123.38	RET	120.79	1,138.33
								INSCO	139.38	
					1,725.57	203.69	123.38		260.17	1,138.33
165	560	JEWKES, RICHARD DALE	08/29/86	7785	1,881.00	229.60	134.49	RET	131.67	1,375.13
								INSCO-CP	0.00	
								INSTL	10.11	
					1,881.00	229.60	134.49		141.78	1,375.13
292	560	KUHN, JERRY LYNN	08/29/86	7786	1,509.25	169.49	107.91	RET	105.65	1,055.94
								INSCO-CP	0.00	
								INSCO	70.26	
					1,509.25	169.49	107.91		175.91	1,055.94

VOL. 27 PG. 874

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
245	560	MAYFIELD, KENNETH MURL	08/29/86	7787	1,513.25	413.85	188.20	RET	185.93	885.27
								INSCO-CP	0.00	
245	560	MAYFIELD, KENNETH MURL	08/31/86	7347	841.35	164.41	68.16	RET	58.89	557.89
								INSCO-CP	0.00	
					2,354.60	578.26	168.36		164.82	1,443.16
302	560	MITCHELL, DENNIS E.	08/29/86	7788	1,473.33	134.34	185.34	RET	183.13	1,130.52
					1,473.33	134.34	185.34		183.13	1,130.52
190	560	ONSTAD, NANCY LYN	08/29/86	7789	1,725.57	263.21	123.38	RET	120.79	1,218.19
								INSCO-CP	0.00	
					1,725.57	263.21	123.38		120.79	1,218.19
192	560	PHILLIPS, TIMOTHY KEVIN	08/29/86	7790	1,725.57	263.21	123.38	RET	120.79	1,218.19
								INSCO-CP	0.00	
					1,725.57	263.21	123.38		120.79	1,218.19
294	560	ROBERTSON, LARRY WAYNE	08/29/86	7791	1,509.25	169.49	107.91	RET	105.65	1,051.94
								INSCO	74.26	
					1,509.25	169.49	107.91		179.91	1,051.94
200	560	SANDERS, BOBBY NEAL	08/29/86	7792	1,517.25	170.75	108.48	RET	106.21	992.43
								INSCO	139.38	
					1,517.25	170.75	108.48		245.59	992.43
175	560	SCHOON, PAULA NANETTE	08/29/86	7793	1,059.06	98.31	75.72	RET	74.13	656.67
								INSTL	14.85	
								INSCO	139.38	
					1,059.06	98.31	75.72		228.36	656.67
	560				25,657.79	3,569.55	1,834.53		2,641.43	17,612.28

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
122	565	CHILDRESS, TAMMY GAIL	08/29/86	7794	1,249.66	128.50	89.35	RET	87.48	944.33
								INSCO-CP	0.00	
					1,249.66	128.50	89.35		87.48	944.33
297	565	DURHAM, STEVEN RAY	08/29/86	7795	1,212.10	154.79	86.67	RET	84.85	885.79
								INSCO-CP	0.00	
					1,212.10	154.79	86.67		84.85	885.79
272	565	HOWE, JANIE ELIZABETH	08/29/86	7796	1,245.66	160.72	89.06	RET	87.20	908.68
								INSCO-CP	0.00	
					1,245.66	160.72	89.06		87.20	908.68
303	565	JONES, RHONDA ELAINE	08/29/86	7797	1,212.10	122.51	86.67	RET	84.85	918.07
					1,212.10	122.51	86.67		84.85	918.07
256	565	MARKS, LILLIE IRENE	08/29/86	7798	444.00	7.28	31.75			404.97
					444.00	7.28	31.75		0.00	404.97
282	565	MARSHALL, ELNORA	08/29/86	7799	804.38	63.77	57.51	RET	56.31	626.79
								INSCO-CP	0.00	
					804.38	63.77	57.51		56.31	626.79
199	565	ROBINSON, BARBARA GALE	08/29/86	7800	1,285.66	177.79	91.92	RET	90.00	801.24
								INSCO	112.71	
								INSTL	12.00	
					1,285.66	177.79	91.92		214.71	801.24
225	565	WHITESIDE, CAROLYN DENISE	08/29/86	7801	1,253.66	129.08	89.64	RET	87.76	947.18
								INSCO-CP	0.00	
					1,253.66	129.08	89.64		87.76	947.18
227	565	WILLIAMS, ROSALIE	08/29/86	7802	1,253.66	129.08	89.64	RET	87.76	947.18
								INSCO-CP	0.00	
					1,253.66	129.08	89.64		87.76	947.18
	565				9,960.88	1,073.52	712.21		790.92	7,384.23

VOL. 27 PG. 876

VOL. 27 PG. 817

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
126	570	CRAIG, DENISE	08/29/86	7803	1,115.83	92.55	79.78	RET	78.11	865.39
								INSCO-CP	0.00	
					1,115.83	92.55	79.78		78.11	865.39
137	570	DREESEN, MARY PATRICIA	08/29/86	7804	1,115.83	107.29	79.78	RET	78.11	850.65
								INSCO-CP	0.00	
					1,115.83	107.29	79.78		78.11	850.65
186	570	MC CAY , WILLIAM CARTE R	08/29/86	7805	2,052.17	339.15	146.73	RET	143.65	1,422.64
								INSCO-CP	0.00	
					2,052.17	339.15	146.73		143.65	1,422.64
180	570	MITCHELL, LINDA MARIE	08/29/86	7806	1,866.75	226.69	133.47	RET	130.67	1,361.87
								INSCO-CP	0.00	
								INSTL	14.85	
					1,866.75	226.69	133.47		145.52	1,361.87
211	570	STOCKS, JO ANN	08/29/86	7807	2,365.67	423.12	169.15	RET	165.60	1,577.31
								INSCO-CP	0.00	
								INSTL	30.49	
					2,365.67	423.12	169.15		196.09	1,577.31
	570				8,516.25	1,188.80	608.91		641.48	6,077.86

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

P A Y R O L L S Y S T E M V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 26

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
181	575	MITCHELL, RONNIE GENE	08/29/86	7808	2,257.33	268.47	161.40	RET	158.01	1,595.19
								INSCO	74.26	
					2,257.33	268.47	161.40		232.27	1,595.19
216	575	TOMLIN, NORMA C.	08/29/86	7809	1,302.08	136.73	93.10	RET	91.15	906.84
								INSCO	74.26	
					1,302.08	136.73	93.10		165.41	906.84
	575				3,559.41	405.20	254.50		397.68	2,502.03

VOL. 21 PG. 878

PRINTED IN U.S.A.

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
108	611	BECK, EARNEST EARL	08/29/86	7810	1,055.06	110.58	75.44	RET	73.85	784.19
								INSCO-CP	0.00	
								INSTL	11.00	
					1,055.06	110.58	75.44		84.85	784.19
139	611	FATHERREE, MERKEL FRED ERICK	08/29/86	7811	1,415.17	139.88	101.18	RET	99.06	942.39
								INSCO	112.71	
								INSTL	19.95	
					1,415.17	139.88	101.18		231.72	942.39
299	611	HORTON, JACKIE RAY	08/29/86	7812	861.42	49.33	61.59	RET	60.30	577.49
								INSCO-CP	0.00	
								INSCO	112.71	
					861.42	49.33	61.59		173.01	577.49
300	611	JOHNSON, ARCHIE LEON	08/29/86	7813	926.54	77.40	66.25	RET	64.86	718.03
								INSCO-CP	0.00	
					926.54	77.40	66.25		64.86	718.03
275	611	JONES, MORRIS S.T.	08/29/86	7814	876.96	37.64	62.70			776.62
					876.96	37.64	62.70		0.00	776.62
265	611	LINDSEY, GADDIS M.	08/29/86	7815	2,285.00	274.13	163.38	RET	159.95	1,672.69
								INSCO-CP	0.00	
								INSTL	14.85	
					2,285.00	274.13	163.38		174.80	1,672.69
248	611	SMITH, EDDIE J.	08/29/86	7816	930.54	67.45	66.53	RET	65.14	731.42
								INSCO-CP	0.00	
					930.54	67.45	66.53		65.14	731.42
277	611	STOKER, JAMES LOUIS	08/29/86	7817	1,307.74	93.43	93.50	RET	91.54	869.94
								INSTL	19.95	
								INSCO	139.38	
					1,307.74	93.43	93.50		250.87	869.94
	611				9,658.43	849.84	690.57		1,045.25	7,072.77

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
127	612	CROCKETT, HARRY B.	08/29/86	7818	1,380.35	149.11	98.70	RET	96.62	889.01
								INSCO	112.71	
								INSMC	11.00	
								INSTL	23.20	
					1,380.35	149.11	98.70		243.53	889.01
133	612	DAWSON, RICKY L.	08/29/86	7819	1,025.51	93.01	73.32	RET	71.79	679.82
								INSCO	74.26	
								INSTL	33.31	
					1,025.51	93.01	73.32		179.36	679.82
159	612	HILL, JODY	08/29/86	7820	606.48	46.78	43.36			516.34
					606.48	46.78	43.36		0.00	516.34
167	612	JOHNSON, IVORY GENE	08/29/86	7821	1,607.00	184.94	114.90	RET	112.49	1,050.01
								INSCO	112.71	
								INSMC	12.00	
								INSTL	19.95	
					1,607.00	184.94	114.90		257.15	1,050.01
179	612	MEADOWS, JAMES W.	08/29/86	7822	2,285.00	274.13	163.38	RET	159.95	1,473.27
								INSCO	112.71	
								INSFC	14.86	
								INSMC	11.00	
								INSRL	1.87	
								INSPL	73.83	
					2,285.00	274.13	163.38		374.22	1,473.27
267	612	PENDARVIS, ABBOTT LYNN	08/29/86	7823	1,245.66	98.35	89.06	RET	87.20	831.67
								INSCO	139.38	
					1,245.66	98.35	89.06		226.58	831.67
229	612	SPARKS, JERRY	08/29/86	7824	844.48	91.74	60.37	RET	59.11	633.18
								INSCO-CP	0.00	
					844.48	91.74	60.37		59.11	633.18
298	612	STANLEY, NEAL AARON	08/29/86	7825	882.42	41.28	63.09	RET	61.77	716.28
					882.42	41.28	63.09		61.77	716.28
239	612	STANLEY, ROBERT JOE	08/29/86	7826	1,092.00	32.24	78.08			981.68
					1,092.00	32.24	78.08		0.00	981.68

WOL 27 PG. 880

881
VOL. 27

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
207	612	STEVENS, DERRICK W.	08/29/86	7827	776.16	46.34	55.50			674.32
					776.16	46.34	55.50		0.00	674.32
	612				11,744.98	1,057.92	839.76		1,401.72	8,445.58

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
120	613	CHALK, FLOYDIA EDWARD	08/29/86	7828	1,331.73	111.96	95.22	RET	93.22	1,031.33
								INSCO-CP	0.00	
					1,331.73	111.96	95.22		93.22	1,031.33
278	613	GORDON, R. C.	08/29/86	7829	1,021.51	56.80	73.04	RET	71.51	800.21
								INSCO-CP	0.00	
								INSTL	19.95	
					1,021.51	56.80	73.04		91.46	800.21
160	613	HODGE, ALBERT EARL	08/29/86	7830	723.42	61.87	51.72	RET	50.64	559.19
								INSCO-CP	0.00	
					723.42	61.87	51.72		50.64	559.19
162	613	HUGHES, ZACK	08/29/86	7831	562.80	41.54	40.24			481.02
					562.80	41.54	40.24		0.00	481.02
266	613	LOYD, DAVID GRANT	08/29/86	7832	2,285.00	274.13	163.38	RET	159.95	1,687.54
								INSCO-CP	0.00	
					2,285.00	274.13	163.38		159.95	1,687.54
193	613	POOL, GEORGE	08/29/86	7833	1,684.35	167.70	120.43	RET	117.90	1,128.19
								INSCO	112.71	
								INSFC	26.42	
								INSTL	11.00	
					1,684.35	167.70	120.43		268.03	1,128.19
281	613	POOL, MOODY	08/29/86	7834	855.12	55.81	61.14			738.17
					855.12	55.81	61.14		0.00	738.17
214	613	THOMPSON, THOMAS A.	08/29/86	7835	1,569.25	149.51	112.20	RET	109.85	1,044.43
								INSCO	112.71	
								INSFC	20.60	
								INSTL	19.95	
					1,569.25	149.51	112.20		263.11	1,044.43
	613				10,033.18	919.32	717.37		926.41	7,470.08

VOL. 27 PG. 883

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
304	614	BOWSER, REGINALD WAYNE	08/29/86	7836	172.53	0.00	12.34			160.19
					172.53	0.00	12.34		0.00	160.19
119	614	CAMPBELL, GLENN EDWARD	08/29/86	7837	1,344.35	113.95	96.12	RET	94.10	870.85
								INSCO	139.38	
								INSTL	29.95	
					1,344.35	113.95	96.12		263.43	870.85
132	614	DAVIS, LAWRENCE PAUL	08/29/86	7838	2,285.00	400.62	163.38	RET	159.95	1,528.05
								INSCO-CP	0.00	
								INSMC	22.00	
								INSTL	11.00	
					2,285.00	400.62	163.38		192.95	1,528.05
148	614	GURLEY, WILLIAM EDWARD	08/29/86	7839	1,315.73	173.11	94.07	RET	92.10	956.45
								INSCO-CP	0.00	
					1,315.73	173.11	94.07		92.10	956.45
259	614	HUTCHINGS, JAMES HOWARD	08/29/86	7840	844.40	37.03	60.37	RET	59.11	559.54
								INSTL	15.64	
								INSCO	112.71	
					844.40	37.03	60.37		187.46	559.54
233	614	MORRIS, BEN SPENCER	08/29/86	7841	1,220.10	68.56	87.24	RET	85.41	839.51
								INSCO	139.38	
					1,220.10	68.56	87.24		224.79	839.51
274	614	SHRUM, BAILEY EVERETTE	08/29/86	7842	308.40	11.01	22.05			275.34
					308.40	11.01	22.05		0.00	275.34
	614				7,490.51	804.28	535.57		960.73	5,189.93

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

P A Y R O L L S Y S T E M V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 32

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
205	630	SNOW, ALVA CLEO	08/29/86	7843	757.48	66.62	54.16	RET	53.02	570.82
								INSCO-CP	0.00	
								INSFC	12.86	
					757.48	66.62	54.16		65.88	570.82
	630				757.48	66.62	54.16		65.88	570.82

VOL. 27 PG. 894

VOL. 27 PG. 885

UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61
DEPARTMENTAL PAYROLL REGISTER

28 AUG 1986
PAGE 33

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION		AMOUNT	NET PAY
301	642	JOHNSON, GERALD DON	08/29/86	7844	1,834.51	220.91	131.17	RET	#	128.42	1,354.01
					1,834.51	220.91	131.17			128.42	1,354.01
	642				1,834.51	220.91	131.17			128.42	1,354.01

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
215	650	CARDEN, PHAMA LISA	08/29/86	7845	804.38	53.37	57.51	RET	56.31	637.19
								INSCO-CP	0.00	
					804.38	53.37	57.51		56.31	637.19
244	650	LEWIS, RYAN O'NEAL	08/29/86	7846	13.72	0.00	0.98			12.74
					13.72	0.00	0.98		0.00	12.74
276	650	MONK, ALTA GRACE	08/29/86	7847	610.48	42.13	43.65	RET	42.73	481.97
					610.48	42.13	43.65		42.73	481.97
218	650	SMITH, EMMA JEAN	08/29/86	7848	958.54	39.37	68.54	RET	67.10	694.42
								INSCO	74.26	
								INSTL	14.85	
					958.54	39.37	68.54		156.21	694.42
	650				2,387.12	134.87	170.68		255.25	1,826.32

L. 27 Pg. 886

VOL. 21 PG. 887

EMP. ID	DEP..	EMPLOYEE NAME.....	PAY DATE	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H	DEDUCTION	AMOUNT	NET PAY
125	665	COLLIER, ANNIE BELLE	08/29/86	7849	1,186.22	133.75	84.81	RET	83.04	854.41
								INSCD-CP	0.00	
								INSFC	20.10	
								INSTL	10.11	
					1,186.22	133.75	84.81		113.25	854.41
247	665	NICKERSON, JEROME EDWIN	08/29/86	7850	272.00	0.00	19.45			252.55
					272.00	0.00	19.45		0.00	252.55
201	665	SHATTLES, CYNTHIA C.	08/29/86	7851	272.00	127.84	0.00	INSFC	27.50	116.66
					272.00	127.84	0.00		27.50	116.66
	665				1,730.22	261.59	104.26		140.75	1,223.62
					154,526.94	17,146.39	11,029.21		16,168.99	110,182.35

UPSHUR COUNTY PAYROLL — PAYROLL SYSTEM V 1.61 — 28 AUG 1986
THE SOFTWARE GROUP, INC. — WITHHOLDING/DEDUCTION TOTALS REPORT FOR PAYROLL DATES 08/29/86 - 08/31/86 — PAGE 1

Department	Gross Pay	Fed. WH	FICA WH	INSCO	INSFC	INSMC	INSPL	Net Pay
401	$3,899.65	507.37	278.82	112.71	34.52	33.00	0.00	$2,654.25
403	$6,145.54	666.67	439.40	373.94	28.92	0.00	0.00	$4,158.22
405	$1,329.13	96.81	95.03	0.00	20.60	0.00	0.00	$1,023.65
410	$1,093.95	72.03	78.22	0.00	0.00	0.00	0.00	$853.46
435	$3,193.38	602.86	228.33	0.00	51.00	0.00	0.00	$2,124.35
450	$5,828.44	517.64	416.73	213.64	0.00	0.00	0.00	$4,340.06
451	$4,386.62	443.78	313.65	326.35	0.00	0.00	0.00	$2,943.03
452	$641.00	100.10	45.83	112.71	0.00	0.00	0.00	$382.36
453	$641.00	30.12	45.83	0.00	0.00	0.00	0.00	$565.05
454	$126.00	0.00	9.01	0.00	0.00	0.00	0.00	$116.99
455	$641.00	3.94	45.83	139.38	0.00	0.00	0.00	$394.08
476	$9,824.49	1,360.80	702.46	225.42	0.00	32.00	0.00	$6,745.15
495	$3,035.38	292.13	217.03	74.26	0.00	0.00	0.00	$2,219.53
497	$4,056.59	463.68	290.05	0.00	0.00	24.00	0.00	$2,971.70
499	$8,622.21	819.24	616.49	353.02	0.00	0.00	0.00	$6,119.92
510	$3,871.80	321.92	276.83	338.13	20.50	0.00	0.00	$2,743.50
551	$1,134.00	108.92	81.08	0.00	0.00	0.00	0.00	$944.00
552	$609.00	58.91	43.54	0.00	0.00	0.00	0.00	$463.92
553	$774.00	60.38	55.34	0.00	0.00	0.00	0.00	$604.10
554	$609.00	10.76	43.54	0.00	0.00	0.00	0.00	$512.07
555	$734.00	55.91	52.48	0.00	0.00	0.00	0.00	$574.23
560	$25,657.79	3,569.55	1,834.53	772.30	0.00	38.00	0.00	$17,612.28
565	$9,960.88	1,073.52	712.21	112.71	0.00	0.00	0.00	$7,384.23
570	$8,516.25	1,188.80	608.91	0.00	0.00	0.00	0.00	$6,077.06
575	$3,559.41	405.20	254.50	148.52	0.00	0.00	0.00	$2,502.03
611	$9,658.43	849.84	690.57	364.80	0.00	0.00	0.00	$7,072.77
612	$11,744.98	1,057.92	839.76	551.77	14.86	34.00	73.83	$8,445.58
613	$10,033.18	919.32	717.37	225.42	47.02	0.00	0.00	$7,470.08
614	$7,490.51	804.28	535.57	391.47	0.00	22.00	0.00	$5,189.93
630	$757.48	66.62	54.16	0.00	12.86	0.00	0.00	$570.82
642	$1,834.51	220.91	131.17	0.00	0.00	0.00	0.00	$1,354.01
650	$2,387.12	134.87	170.68	74.26	0.00	0.00	0.00	$1,826.32
665	$1,730.22	261.59	104.26	0.00	47.60	0.00	0.00	$1,223.62
Total - All Depts.	$154,526.94	17,146.39	11,029.21	4,910.81	277.88	183.00	73.83	$110,182.35

L. 87 PG. 888

VOL. 27 PG. 886

Department	Gross Pay	Fed. WH	FICA WH	INSRL	INSTL	OTH	RET	Net Pay
401	$3,899.65	507.37	278.82	0.00	6.00	0.00	272.98	$2,654.25
403	$6,145.54	666.67	439.40	0.00	48.20	0.00	430.19	$4,158.22
405	$1,329.13	96.81	95.03	0.00	0.00	0.00	93.04	$1,823.65
410	$1,093.95	72.03	78.22	0.00	23.20	0.00	67.04	$853.46
435	$3,193.38	602.86	228.33	0.00	0.00	0.00	186.84	$2,124.35
450	$5,828.44	517.64	416.73	0.00	0.00	0.00	340.37	$4,340.86
451	$4,386.62	443.78	313.65	0.00	52.75	0.00	307.86	$2,943.83
452	$641.00	100.10	45.83	0.00	0.00	0.00	0.00	$382.36
453	$641.00	30.12	45.83	0.00	0.00	0.00	0.00	$565.05
454	$126.00	0.00	9.01	0.00	0.00	0.00	0.00	$116.99
455	$641.00	3.94	45.83	0.00	12.90	0.00	44.87	$394.08
476	$9,824.49	1,360.80	702.46	0.00	70.95	0.00	687.71	$6,745.15
495	$3,035.38	292.13	217.03	0.00	19.95	0.00	212.48	$2,219.53
497	$4,056.59	463.68	290.05	0.00	23.20	0.00	283.96	$2,971.70
499	$8,622.21	819.24	616.49	0.00	109.98	0.00	603.56	$6,119.92
510	$3,871.80	321.92	276.83	0.00	0.00	0.00	170.92	$2,743.50
551	$1,134.00	108.92	81.08	0.00	0.00	0.00	0.00	$944.00
552	$609.00	58.91	43.54	0.00	0.00	0.00	42.63	$463.92
553	$774.00	60.38	55.34	0.00	0.00	0.00	54.18	$604.10
554	$609.00	10.76	43.54	0.00	0.00	0.00	42.63	$512.07
555	$734.00	55.91	52.48	0.00	0.00	0.00	51.38	$574.23
560	$25,657.79	3,569.55	1,834.53	0.00	35.07	0.00	1,796.06	$17,612.28
565	$9,960.88	1,073.52	712.21	0.00	12.00	0.00	666.21	$7,384.23
570	$8,516.25	1,188.80	608.91	0.00	45.34	0.00	596.14	$5,077.06
575	$3,559.41	405.20	254.50	0.00	0.00	0.00	249.16	$2,502.03
611	$9,658.43	849.84	690.57	0.00	65.75	0.00	614.70	$7,072.77
612	$11,744.98	1,057.92	839.76	1.87	76.46	0.00	648.93	$8,445.58
613	$10,033.18	919.32	717.37	0.00	50.90	0.00	603.07	$7,470.08
614	$7,490.51	804.28	535.57	0.00	56.59	0.00	490.67	$5,189.93
630	$757.48	66.62	54.16	0.00	0.00	0.00	53.82	$570.82
642	$1,834.51	220.91	131.17	0.00	0.00	0.00	128.42	$1,354.01
650	$2,387.12	134.87	170.68	0.00	14.85	0.00	166.14	$1,826.32
665	$1,730.22	261.59	104.26	0.00	10.11	0.00	63.04	$1,223.62
Total - All Depts.	$154,526.94	17,146.39	11,029.21	1.87	734.20	0.00	9,987.40	$110,182.35

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct.#1, Gaddis Lindsey

Commissioner Pct.#3, David Loyd

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

Commissioner Pct.#4, Paul Davis

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 29 AUG 1986

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC. — Disbursements Made from 08/26/86 thru 08/29/86 — PAGE 1

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
7712	08/26/86	POSTMASTER	$1,000.00	$1,000.00	CO.CLK.-POSTAGE FOR METER
7713	08/27/86	TEXAS INSTITUTE ON CHILDREN &	$165.00	$165.00	JUV.PROB.-REG.,ROOM,MO RANCH 9/7-11/86
7716	08/27/86	BASTEL TURNER	$100.00	$100.00	AUGUST '86 OFFICE EXPENSE
7717	08/27/86	HOWARD CLIFTON	$210.00	$210.00	AUGUST '86 OFFICE EXPENSE
7718	08/27/86	J. L. FENLAW, M.D.	$569.00	$569.00	AUGUST '86 HEALTH UNIT DIR. EXPENSES
7719	08/27/86	R.E. "BOB" CROWDER	$210.00	$210.00	AUGUST '86 OFFICE EXPENSE
7720	08/27/86	TIM CONE	$25.00	$25.00	AUGUST '86 LAW LIBRARIAN
7721	08/27/86	W. S. CHASTEEN	$210.00	$210.00	AUGUST '86 OFFICE EXPENSE
7854	08/29/86	ARKLA GAS	$92.11	$16.48	NEW CO.LIB.-#12-207-08-1935-0-6 BILL
				$4.75	PCT.#3-#12-207-04-2240-0-8 BILL
				$62.88	CO.CTHOUSE-#15-207-08-2960-0-5 GAS
				$8.00	O.C.CT.HOUSE-#17-207-05-0880-0-5 GAS
7855	08/29/86	BARBARA HOLLOWAY	$70.09	$70.09	CO.TAX-VOTER REG.SEM.AUSTIN 8/13-15/86
7856	08/29/86	BILLY GIBBONS	$52.00	$52.00	PCT.#4-13 LOADS GRAVEL @$4.(EA)
7857	08/29/86	CLIFTON HORTON	$90.00	$90.00	PCT.#1-36 LOADS GRAVEL @2.50 (EA)
7858	08/29/86	DAVID LOYD	$23.35	$23.35	COMM.CT.-REGIONAL REVIEW COMM.
7859	08/29/86	EVERETT DEAN	$19.50	$19.50	COMM.CT.-SOLID WASTE MEETING 6/26/86
7860	08/29/86	GADDIS LINDSEY	$25.35	$16.00	COMM.CT.-E.T.C.O.G./KILGORE 8/21/86
				$9.35	PCT.#1-GAS FOR 1 TON TRUCK
7861	08/29/86	GENERAL TELEPHONE COMPANY	$1,118.02	$1,118.02	TELE COMM.-#843-3083 8/22/86 BILLING
7862	08/29/86	GILMER NATIONAL BANK	$3,327.52	$3,327.52	AUGUST/86 PAYMENT-TELE.&COMPUTER
7863	08/29/86	MARGE BICKERDIKE	$12.90	$12.90	D.CT.-CASE MANAGE.SEM.MARSHALL 8/15/86
7864	08/29/86	MARSHA RAMSEY	$76.36	$67.16	CO.TAX-VOTER REG.SEM.AUSTIN 8/13-15/86
				$9.20	CO.TAX-LONGVIEW/PICK-UP 72 HR.PERMITS
7865	08/29/86	NANCY CROSS	$24.00	$6.00	D.A.-CAUSE#17,614 R.RICE/BIG SANDY
				$18.00	D.A.-PATEL CASE/BRIEF @TYLER CT.APPEAL
7866	08/29/86	SHARON WATER SUPPLY CORP.	$13.00	$13.00	PCT#4-#00001133 7/15-8/18-86 BILLING
7867	08/29/86	TEX-PACK EXPRESS COMPANY	$10.56	$10.56	COMPUTER/PORT#0-TERM.&KEYBOARD #755426 FRGT.&INS.TO ADDS CO.

VOL. 27 PG. 890

1

Vol. 87 Pg. 891

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 29 AUG 1986
THE SOFTWARE GROUP, INC. — Minutes of Accounts Approved — PAGE 2
Disbursements Made from 08/26/86 thru 08/29/86

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
7868	08/29/86	UNION GROVE WATER SUPPLY CORP.	$7.50	$7.50	WT.MOUNT.-#237 AUG.'86 WATER BILLING
7869	08/29/86	UPSHUR COUNTY WRECKER SERVICE	$481.45	$55.91	CO.S-#210/TAIL PIPE,FEON,HOSE,LABOR
				$198.17	CO.S.-#215/MUFFLER,ROTOR,PADS,LABOR
				$227.37	CO.S-EXTRA CAR/BATTERY,PUMP,A/C BELT
7870	08/29/86	UPSHUR-RURAL ELECTRIC COOP., C	$51.40	$7.88	LAFAYETTE CO.BLDG.-#505279486 BILLING
				$30.10	PCT#2-#902475307 OLD BARN
				$13.42	PCT.#2-NEW BARN #41186523
Total:			$7,984.11		

County Judge, Everett Dean

Commissioner Pct.#1, Gaddis Lindsey

Commissioner Pct.#3, David Loyd

Commissioner Pct.#2, J.W. Meadows

Commissioner Pct.#4, Paul Davis

BY

VOL. 27 PG. 892

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1
DATE AUGUST 26, 1986

Formal notice is hereby given that ARKLA GAS Co.
whose principal address is BOX 859 GILMER TEXAS 75644
does propose to place a 2¼" GAS LINE
within the ROW of County Road HOLLY LANE
as follows:
TO BORE UNDER HOLLY LANE APPROXIMATELY 300 FEET N/W of HOLLY LANE & ASPEN TRAIL INTERSECTION TO PROVIDE GAS SERVICE TO THE RESIDENCE OF MR. ALLEN.

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 27th day of AUGUST, 1986.

NAME David L. Lutes

TITLE DIST. MANAGER

ADDRESS BOX 859 GILMER, TEX.

ARKANSAS LOUISIANA GAS COMPANY VOL. 37 PG. 893

ENGINEERING DIAGRAM

J. O. NO. _____ W. O. NO. _____ COUNTY PARISH Upshur STATE TEXAS

PIPE LAID OR REMOVED

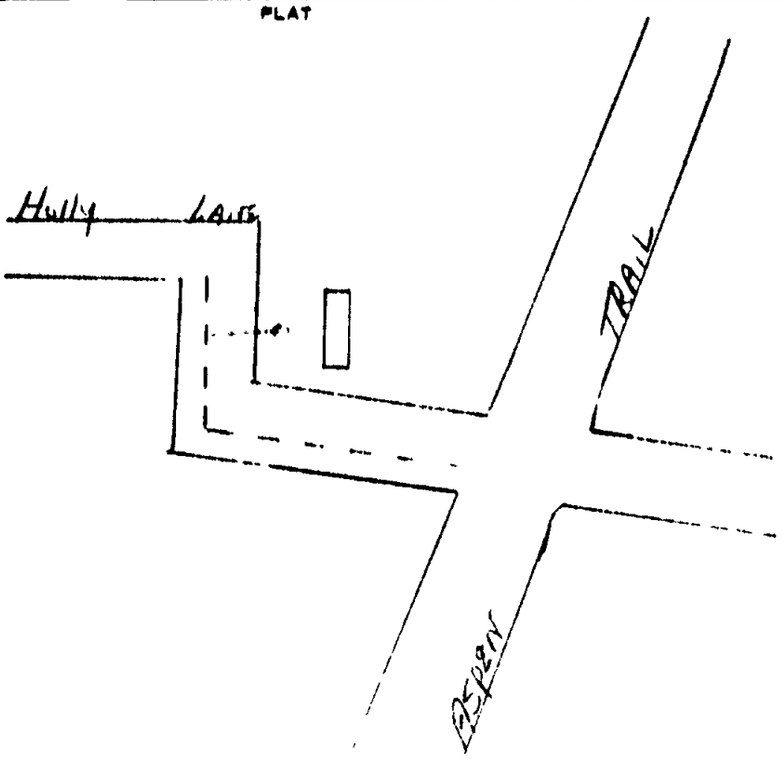
SIZE	STEEL, C. I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR USED	COATING	MANUFACTURER	OTHER
3/4	STEEL	WELD	90'							

FITTINGS AND OTHER MATERIAL

WORK COMPLETED _____ 19__ INV. MAP _____ SERVICE MAP _____ STREET Hully Lane

FOREMAN David G. Loftis TOWN GILMER

PLAT



BELOW FOR USE OF ENGINEERING DEPARTMENT

G. P. STA ETC.	LAID						REMOVED						INV. MAP
SIZE													

DIAG. NO. _____ CHECKED _____ POSTED AT { S. PORT _____ BY _____ / _____ BY _____

VOL. 27 PG. 894

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT _____

DATE August 26, 1986

Formal notice is hereby given that M. H. Kiser
whose principal address is Rt. 8 Box 420, Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Shamburger Road
as follows:

1000 ft down right of way

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___.

754-4077

NAME M H Kiser by Nancy Wheeler

TITLE _____

ADDRESS _____

1986 AUG 29 PM 1:58

CLERK

BY _____

VOL 27 - 895

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 8-19-86

Formal notice is hereby given that Francis W. Flores
whose principal address is Rt. 3 - Big Sandy, Tx.
does propose to place a Culvert
within the ROW of County Road Dial Rd.
as follows:

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

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

Proposed construction will begin, if approved, on or after 19 day of Aug, 1986.

NAME [illegible]

TITLE [illegible]

ADDRESS Rt 3 Big Sandy

[illegible] AM '86 BY 1:50

BY

VOL. 87 PG. 896

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

August 12, 1986

Formal notice is hereby given that Bi-County Water Supply Corp. whose principal address is P. O. Box 86, Pittsburg, Texas 75686 does propose to place a water line (1 inch) within the ROW of County Road Ginger at Lavender as follows:

We propose to Ditch at a proper depth across Ginger Road and install a 2 inch incasement pipe then install a 1 inch water line within this incasement pipe. This work is for Mr. G. C. Bradshaw.

The location and description of the proposed lines or appertenances is more fully shown by three (1) 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 16th day of August, 1986.

Bi-County Water Supply Corp.

NAME by Freeman Phillips

Freeman Phillips

TITLE Manager

ADDRESS P. O. Box 86, Pittsburg, Texas 75686

VOL. 87 PG. 897

Bi-County Water Supply Corp.
P. O. Box 86
Pittsburg, Texas 75686

1983 NOV 28 PM 1:58

VOL. 27 PG. 898

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE August 13, 1986

Formal notice is hereby given that Gerald Knapps
whose principal address is Rt. 2 Box 694C, Big Sandy, Texas 75755
does propose to place a culvert installation
within the ROW of County Road Lemon Road
as follows:

734-4979

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 _____

1988 AUG 20 AM 8:58

FILED

BY _____

L 27 P. 899

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3 & 4

DATE August 14, 1986

Formal notice is hereby given that Ward Exploration Co., Inc.
whose principal address is P.O. Box 488, Tyler, Texas 75710
does propose to place a lines-- seismograph survey
within the ROW of County Road
as follows:

Arrowwood Road, Ash Road

The location and description of the proposed lines or appurtenances 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 Joe Majors

TITLE Permit agent

ADDRESS _____

1956 AUG 20 PM 1:58

VOL. 27 PG. 900

5 4 3 2 1

O D C O U N T Y

PALM
SLASH PINE
TANGERINE
LIZARD
SILVER MAPLE
PECAN
NUTMEG
MIMOSA
LIVE OAK
LIME TREE
BLACK JACK
BLACK GUM
BUTS D' ARC
CEDAR
BEECHNUT
SPRUCE
RED OAK
EUCALYPTUS
MAGNOLIA
NECTARINE
HEMLOCK
BLACK WALNUT
APPLE
BOXWOOD
AVOCADO
APRICOT
BOBINSON
BOB O LINK
SKYLARK
ROBIN
AZALEA
CARDINAL
CATBIRD
BUCKEYE
GILMER
CRIMROSE
MARYLILY
CARNATION
DAYLILY
PINE ACRES
COLUMBINE
CANNA
LANTANA
CROCUS
BLUEBELL
FORGET-ME-NOT
DAHLIA
BLUEBONNET
DELPHINIUM
BETTIE
POINSETTIA
LAVENDER
GINGER
LUPINE
ANONA
SUNFLOWER
TULIP
WATER LILY
SUMAC
RED CLOVER
ROSE MARY
SWEET PEA
MISTLETOE
FOXGLOVE
POPPY
ASTER
ROSE
LAFAYETTE
ROSEWOOD
KELSEY
LATCH
RHONESBORO
ARROWWOOD
GROUNDHOG
JOHNSON CHAPEL
NORTH WILLIAMS
LITTLE MOUNTAIN
MOLE
MOOSE
STAG
LAMB
GRICE
LYNX
GIRAFFE
HARE
HORSE
FOX
JAGUAR
GREYHOUND
GOAT
GORILLA
ELK
CARIBOU
ERMINE
PROCODILE
ELEPHANT
SEAL
BUFFALO
ALLIGATOR
BISON
FROG
DEER
ARMADILLO
CHEROKEE TRACE
LONGHORN
MACHEN
BURRO
LAUREL
BEAVER
DOG
BULLDOG
COLLIE
HIPPOPOTAMUS
BARBER
COUGAR
ANTELOPE
MANDA
CAMEL
CAT
TOAD
PONY
LLAMA
KANGAROO
JACK RABBIT
MULE DEER
MINK
COYOTE
GREAT DANE
WOLVERINE
OTTER
TURTLE
LONGHORN
RABBIT
OXEN
MULE DEER
WEASEL
WOLF
MONGOOSE
OPOSSUM
SIMPSONVILLE
WOODCHUCK
SQUIRREL
TIGER
SALAMANDER
CHAPEL HILL
REINDEER
RACCOON
SHEEP
LEOPARD
OCELOT
MUSKRAT
ZEBRA
WALRUS
WHALE
GOPHER
HYENA
CROCODILE
ELEPHANT
SEAL
BUFFALO
ALLIGATOR
BISON
FROG
DEER
ARMADILLO
CHEROKEE TRACE
LONGHORN
MACHEN
BURRO
LAUREL
BEAVER
DOG
BULLDOG
COLLIE
HIPPOPOTAMUS
BARBER
COUGAR
ANTELOPE
MANDA
CAMEL
CAT
TOAD
PONY
LLAMA
KANGAROO
JACK RABBIT
MULE DEER
MINK
COYOTE
GREAT DANE
WOLVERINE
OTTER
TURTLE
LONGHORN
RABBIT
OXEN
MULE DEER
WEASEL
WOLF
MONGOOSE
OPOSSUM
SIMPSONVILLE
WOODCHUCK
SQUIRREL
TIGER
SALAMANDER
CHAPEL HILL
REINDEER
RACCOON
SHEEP
LEOPARD
OCELOT
MUSKRAT
ZEBRA
WALRUS

VOL. 27 PG. 901

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

Formal notice is hereby given that Bi-County Water Supply Corp. whose principal address is P. O. Box 86, Pittsburg, Texas 75686 does propose to place a 1 inch water pipe line within the ROW of County Road Red Clover as follows:

We propose to ditch across Red Clover Road about 300 ft. south of Willow Oak Baptist Church, for Bradley Taylor.

We further propose to install a 30 ft. by 1½ inch incasement pipe and then install the 1 inch water line pipe within the incasement pipe.

The location and description of the proposed lines or appertenances is more fully shown by three (X) 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 15th day of August, 1986.

Bi-County Water Supply Corp.

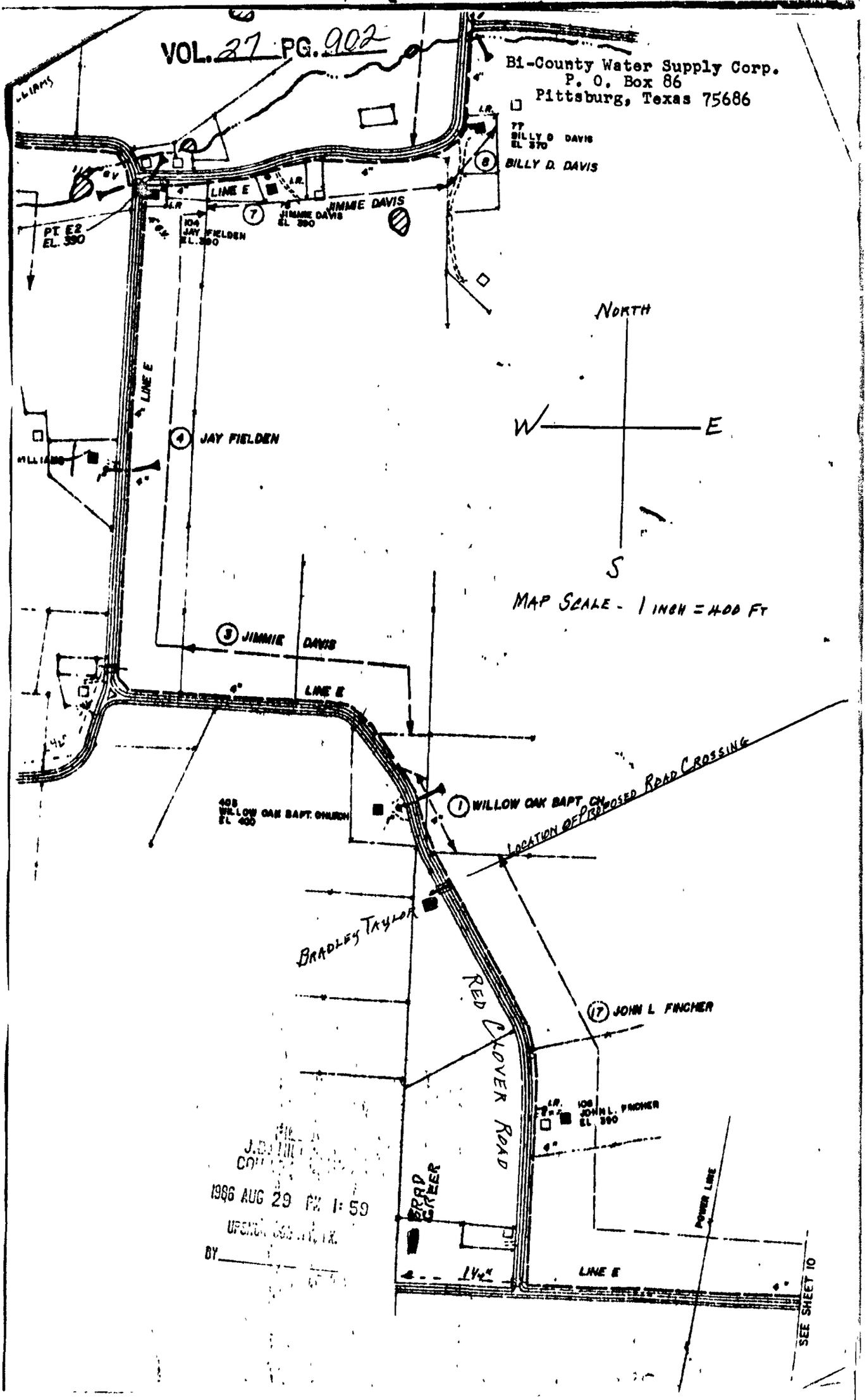
NAME Freeman Phillips
Freeman Phillips

TITLE Manager

ADDRESS P. O. Box 86, Pittsburg, Texas 75686

VOL. 27 PG. 902

Bi-County Water Supply Corp.
P. O. Box 86
Pittsburg, Texas 75686



J.B. [illegible]
CO[illegible]
1986 AUG 29 PM 1:59
UPSON[illegible], TX.
BY

VOL 27 -- 903

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT _____

DATE 25 AUGUST 1986

Formal notice is hereby given that SHARON WATER SUPPLY CORPORATION whose principal address is P.O. BOX 148 WINNSBORO,TEXAS 75494 does propose to place a 2" CASING WITH A 1" LINE ACROSS GOPHER RD. within the ROW of County Road _____ as follows:

100 YARDS SOUTH OF STATE HWY 2088 ON GOPHER RD.

Melvin
Could we get a verbal ok. on this in time to install by the 29th ?

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 29TH day of AUGUST, 19 86.

FILED ... 1:39
...
BY...

NAME GERALD BREWER
(214) 342-3525

TITLE MANAGER

SHARON WATER SUPPLY CORP.
P.O. BOX 148

VOL. 27 PG. 904

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT _____

DATE 25 AUGUST 1986

Formal notice is hereby given that SHARON WATER SUPPLY CORPORATION whose principal address is P.O. BOX 148 WINNSBORO,TEXAS 75494 does propose to place a 2" CASING WITH A 1" LINE ACROSS GOPHER RD. within the ROW of County Road Gopher as follows:

100 YARDS SOUTH OF STATE HWY 2088 ON GOPHER RD.

Mr. Morris
Could we get a verbal ok. on this in time to install by the 29th ?

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 29TH day of AUGUST, 19 86.

NAME GERALD BREWER
(214) 342-3525

TITLE MANAGER

SHARON WATER SUPPLY CORP.
P.O. BOX 148
ADDRESS WINNSBORO,TEXAS 75494

1:50

BY

VOL. 27 PG. 905

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 4
DATE 8-8-86

Formal notice is hereby given that Mrs John Anderson
whose principal address is Rt. 4Box 523,Gilmer,Texas 75644
does propose to place a Culvert
within the ROW of County Road Magnolia
as follows:

The location and description of the proposed lines or appurtenances 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 X Mrs John Anderson

TITLE _____

ADDRESS Rt. 4 Box 523,Gilmer, Texas 75644

1986 AUG 28 PM 1:59

BY___

VOL. 27 PG. 906

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Snider Industries, Inc., 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) Gardenia 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. 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.

VOL. 27 PG. 927

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 29 day of August, A.D. 19 76.

Snider Industries
P.O. Box 688
Marshall, Texas 75670

FIRST PARTY

COUNTY JUDGE

COMMISSIONER #1

COMMISSIONER #2

COMMISSIONER #3

COMMISSIONER #4

46 555 to .1649 — 1st right ail — 1/2 mile to tract.

3:13

BY

VOL. 27 PG. 908

APPROVAL OF PERMIT APPLICATION
FOR USE OF UPSHUR COUNTY RIGHT
OF WAY

Date 8-27-86

To Etex Telephone Cooperative, Inc.

P.O. Box 130

Gilmer, Texas 75644

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed Road Crossing And Placing Underground Cable On County Road Right of Way As Shown On Drawings Which Are Numbered 1, 2, And 3 line as shown by accompanying drawings and notice dated 8-27-86 except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface, roadbed, structures or other right-or-way features as a direct result of this installation will be borne by the owner of this line.

6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

(a) Any material placed in county right-of-way by permit will be of a nature or composition that said line can be located with the use of a standard locator devices used in locating buried cables and pipe.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:

(a) Excavation areas are to be filled and packed with compatible material.

(b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

12. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

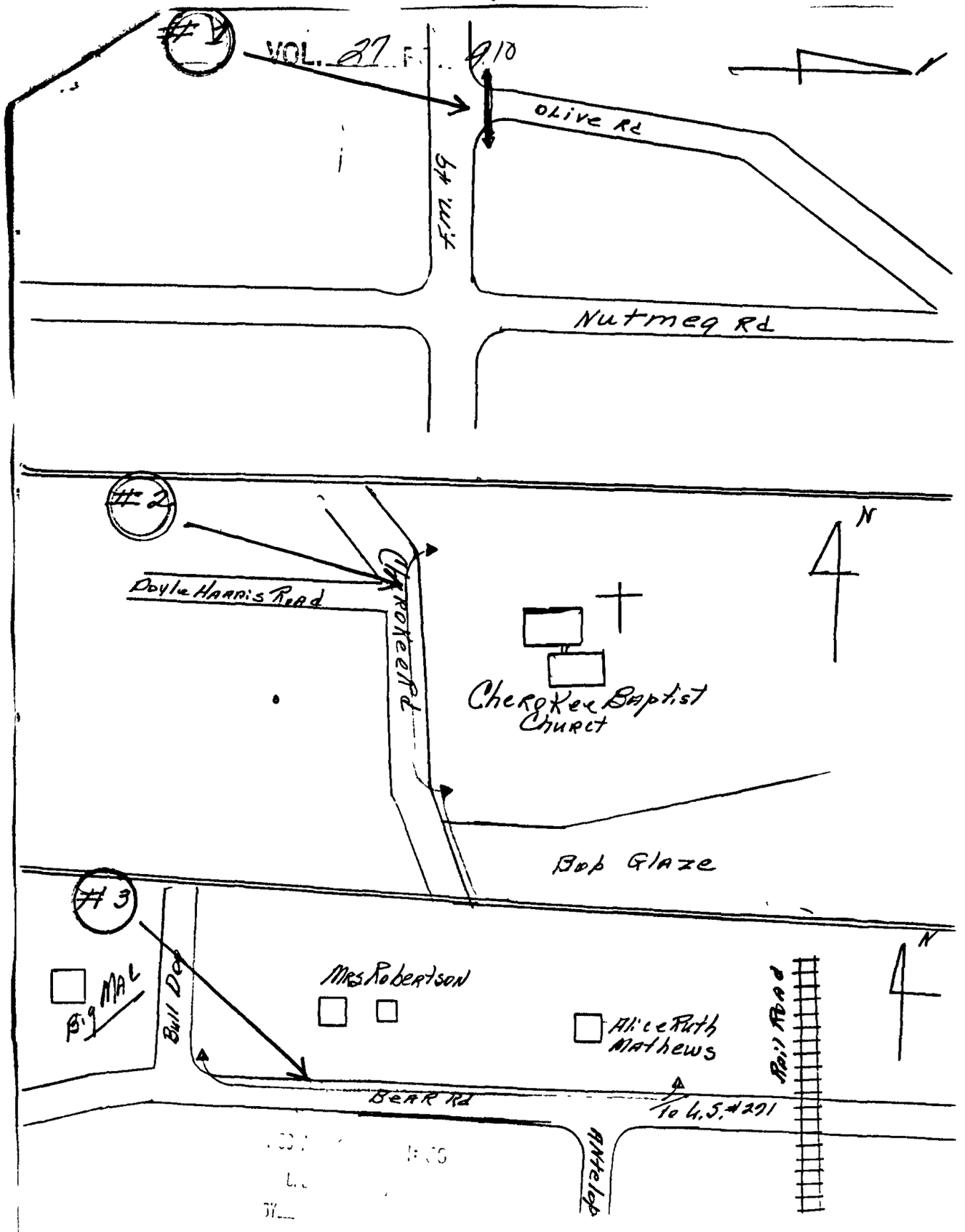
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, they party receiving permit will bear the cost of an inspector.

Approved: _____

_____

_____

_____


#1
VOL. 27
Olive Rd
Nutmeg Rd
#2
Doyle Harris Road
Cherokee Rd
Cherokee Baptist Church
N
Bob Glaze
#3
Big Mac
Bull Dog
Mrs Robertson
Alice Ruth Mathews
Rail Road
Bear Rd
to U.S. #221
Hinton

VOL. 87 PG. 911

UPSHUR COUNTY CHILD WELFARE BOARD

P. O. BOX 1069
GILMER, TEXAS
75644

August 4, 1986

The Honorable Everett Dean
Upshur County Judge
P.O. Bo x790
Gilmer, Tx. 75644

Re: Appointments to the Upshur County Child Welfare Board

Judge Dean:

The terms of the following Upshur County Child Welfare Board members expires 10-01-86:

Mrs. JoAnn Patton - Gilmer
Mrs. Jennifer Stembridge - Gilmer
Mr. Rob Robison - Gilmer
Mr. David Langford (filled unexpired term) - Shady Grove
Mrs. Joy Wright (filled unexpired term) - Bettie

To fill these vacancies, the Board would appreciate the Commissioners' Court considering for appointment the following persons who have expressed an interest in serving:

H. M. (Butch) Ragland - Gilmer
Mrs. Maxine Mitchell - Cox
Doyle O'Neal - Gilmer
Mrs. Lana Baird - Gilmer
George and/or Karen Metzel - Harmony
Mrs. Patsy McCurry - Bettie
Ms. Laurie Parish - Gilmer
Mrs. Gloria King - Gilmer
David Griffith - Pritchett
Mrs. Emma Allred - Harmony
Mike Martin - Gilmer
Mrs. Gwen Beal - Gilmer
Mrs. Mary Kirby - Gilmer
Mrs. Dawn Eatherton - Enon

Attached for your reference is a list of Board members who will continue to Serve the Board and the families and children of Upshur County.

If you have any questions, please call.

VOL. 87 PG. 912

The Board has several educational and service projects in the planning stages and we will be happy to meet with you at any time to keep you informed as to our activities.

Yours truly,

Mary Lou Davidson
Mary Lou Davidson
Chairperson

Betty Slocum
Betty Slocum
Secretary

VOL. 27 PG. 913

Mrs. Julie Moon - Gilmer	Term expires 10-87
Mrs. Carol White - Gilmer	Term expires 10-87
Mrs. Wanda Langford - Shady Grove	Term expires 10-87
Mrs. Betty Slocum - Gilmer	Term expires 10-87
Mrs. Mary Lou Davidson - Gilmer	Term expires 10-87
Mrs. Donna Hudnall - Gilmer	Term expires 10-88
Mr. Jimmy Strawn- Gilmer	"
Mrs. Frankie Lindley - Gilmer	"
Mr. Jim Bardwell - West Mountain	"
Mrs. Bobbie Nugent - Union Ridge	"

VOL. 27 PG. 914

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY R.O.W.

DATE: August 19, 1986

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

Formal notice is hereby given that Continental Telephone of Texas whose principal address is P. O. Box 477, Emory, TX 75440 does propose to place a buried telephone cable within the R.O.W. of County road shown on attached map as follows:

Water Tower West

Per construction print

The location and description of the proposed lines or appurtenances 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 22nd day of August 19 86.

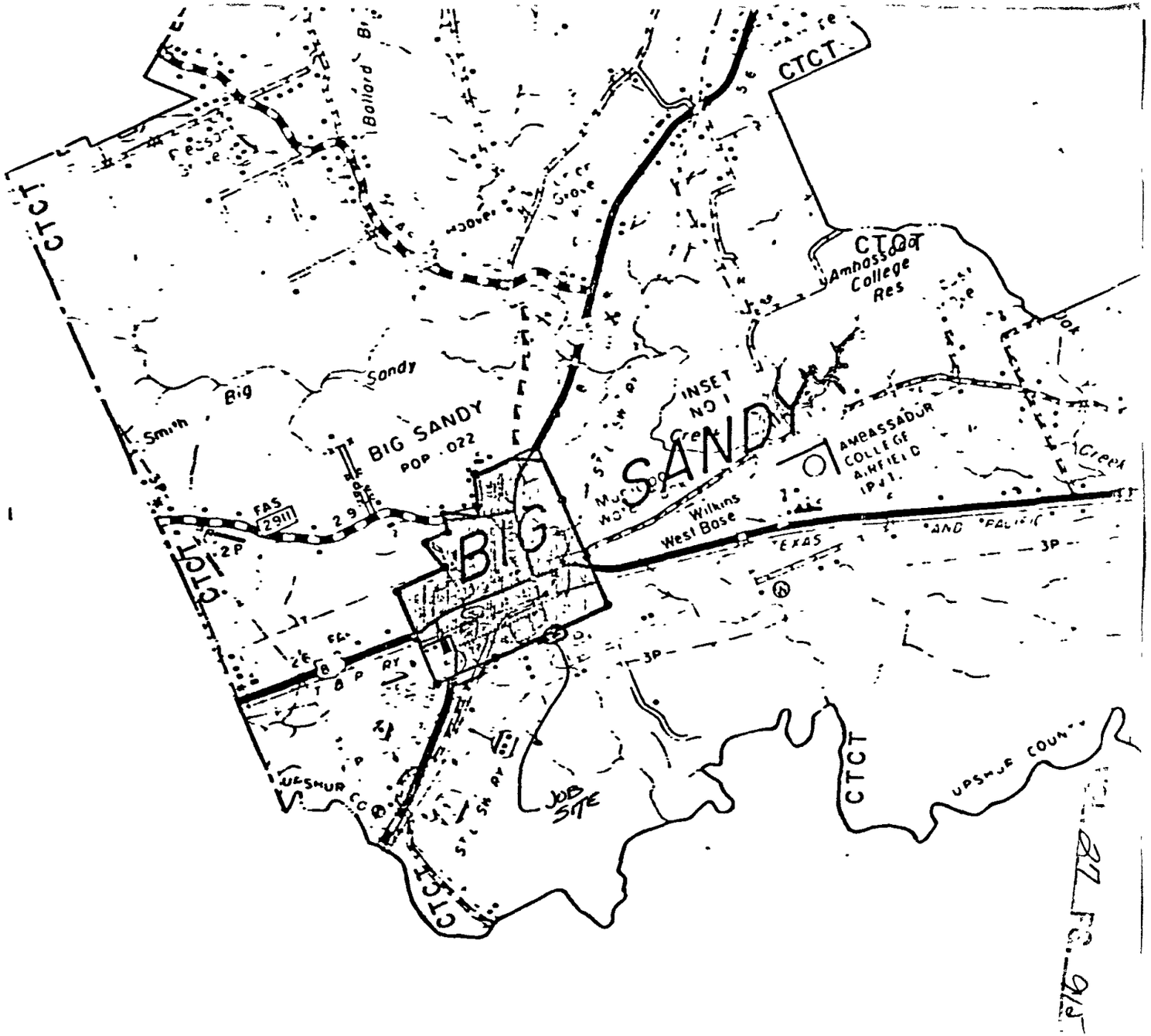
FIRM: Continental Telephone of Texas

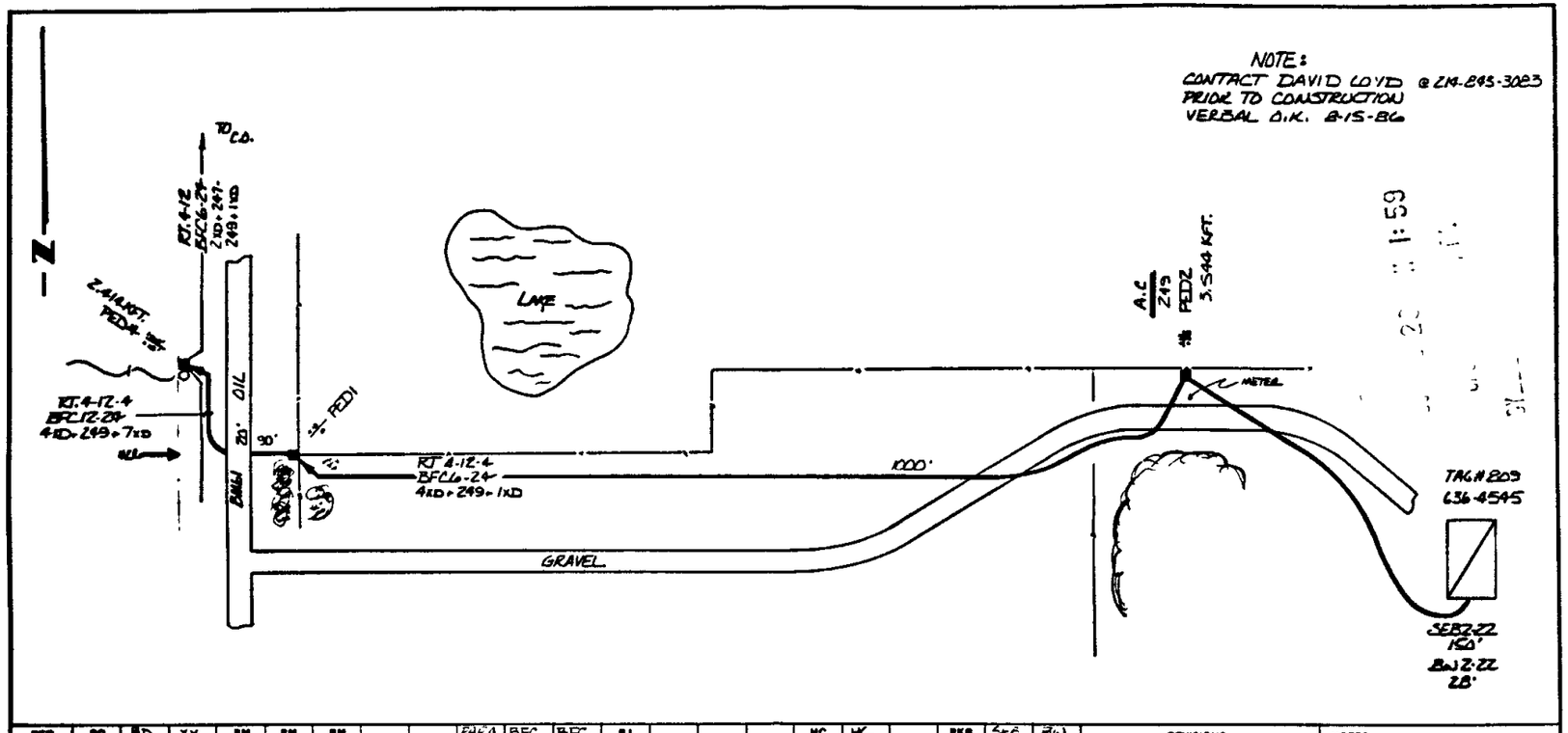
TITLE: Supervising Engineer

ADDRESS: P. O. Box 477
Emory, TX 75440
(214) 473-3141

Ref: E6296-46/BGSN

NOTE: This form to be submitted in duplicate for each proposed installation.


CTCT
Ballard
Big Sandy
Smith
BIG SANDY
POP. 022
FAS 2911
INSET NO 1
SANDY
Ambassador College Res
AMBASSADOR COLLEGE AIRFIELD IPVI.
Wilkins
West Base
TEXAS AND PACIFIC
JP
JOB SITE
UPSHUR COUNTY
CTCT



PED SIG.	SIG 3A	ED 2	XX BD 2	SM 53	SM 61	SM 53A			FIELD FLOW	BFC 12-24	BFC 6 24	BJ				NC 1	NC 3-5		BKB	SEB 2-22	BW 2-22
2	1										1020'					5	1			150'	28'
1	1			1	20'	1			64'	110'						12					
4		1	1													1					
TOTAL	2	1	1	1	20'	1			64'	110'	1020'					18	1			150'	28'

REVISIONS	NOTES

CONTINENTAL SYSTEM

CONTINENTAL TELEPHONE COMPANY OF TEXAS

C.W. DAVIS, JR.

EXCHANGE BIG SANDY	STAKED 8-14 86	JOB NO	
COUNTY UPSHUR	DRN 8-15-86	FB296-46	
SCHOOL DISTRICT LIA 012000	APVD WHIT		
IN SERVICE:	ROUTE 4-12-4	PAGE NO 1	
MAP REF 26 13-54 6	SHEET 1 OF 1		

P.U.C. 37 FC. 916

VOL. 27 PG. 917

Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, ED.D.
SUPERINTENDENT

TELEPHONE 843-2525

J. M. MARSHALL
BUSINESS MANAGER

August 19, 1986

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

Dear Judge Dean:

I certify that the following location is a turn-around on Bus Route # 95 at the home of Vera Hall whose address is Route 8, BOx 479, Longview, Texas.

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

Sincerely,

Ronnie L. Stanley
Assistant Superintendent

RLS:mlk

1:59

BY

VOL. 27 PG. 918

TDH Document No. C 7000564

STATE OF TEXAS

COUNTY OF TRAVIS

LOCAL HEALTH SERVICES

C O N T R A C T

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, acting through its Deputy Commissioner for Management and Administration, and COUNTY OF UPSHUR (Authorized Contracting Entity), acting by its COUNTY JUDGE (Title of Person Authorized to Sign Contracts), acting through Upshur County Health Department (Name of PERFORMING AGENCY), a local health unit/local health department/public health district as defined by Art. 4436b, V.T.C.S., hereinafter referred to as PERFORMING AGENCY, mutually agree as follows:

ARTICLE 1. Scope and Term of Contract

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

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

This contract may be amended 1) as necessary by monthly payroll affidavit for state budgeted positions as originally set forth in Attachment(s) hereto, or 2) as provided in Article 4, or 3) by the addition of Attachment(s) containing additional Scope(s) of Work and/or Budget(s) related to same, or 4) by revision of existing Attachment(s) and the Scope(s) of Work and/or Budget(s); such amendment(s) shall be in writing and duly executed by the parties hereto.

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

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

ARTICLE 2. Applicable Laws and Standards

Parties agree this contract shall be governed by the laws of the State of Texas and enabling Federal regulations, including Treasury Circular 1075 (31 CFR Part 205) and grant requirements applicable to funding sources as set out in Attachment(s) hereto.

PERFORMING AGENCY agrees that the Uniform Grant and Contract Management Standards (UGCMS), Article 4413, Section 32g, V.T.C.S., will apply as terms and conditions of this contract, and the standards are adopted by reference in their entirety with the exception of Attachment P, A-102, Audit Requirements. Audits shall be in compliance with OMB Circular A-128, "Audits of State and Local Governments." If there is a conflict between the provisions of this contract and UGCMS, the provisions of UGCMS will prevail unless expressly stated otherwise. A copy of this manual and its references are provided to PERFORMING AGENCY by RECEIVING AGENCY upon request.

UGCMS contains requirements in OMB Circular Nos. A-87 and A-102 that pass through with State and Federal monies which are hereby adopted when applicable, including but not limited to:

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

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

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

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

27 ...920

ARTICLE 3. Personnel

All personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions. PERFORMING AGENCY agrees to defend and indemnify RECEIVING AGENCY for any and all claims and/or judgements taken against any employees, state or local, or against said RECEIVING AGENCY, arising out of any claims or cause of action against any such employees, except to the extent that employees on state budgeted positions may be indemnified and the state may be liable for certain acts pursuant to Chapter 104 of the Civil Practice and Remedies Code of Texas and any other applicable law.

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

The Director of PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer any and all state budgeted personnel funded by Attachment(s) to this contract; provided, however, that any demotion, suspension, or discharge of such state budgeted employees shall be in accordance with the Due Process Hearing Procedures as set out above. The only distinction between state budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain obligations as state employees, as contained in state law. These obligations include provisions that no employee paid on a state budgeted position may receive a salary supplement from any other source.

Unless specifically authorized by Attachment(s) to this contract, none of the funds provided by Attachment(s) shall be used to pay overtime to employees on state budgeted positions. PERFORMING AGENCY shall be responsible for any obligations for overtime pay due such employees which are not so authorized by RECEIVING AGENCY.

If funds are provided in Attachment(s) for travel costs, any reimbursements to employees on state budgeted positions from such funds must be made at rates that are based on incurred expenses and may not exceed the maximum amounts authorized under current state travel regulations.

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

ARTICLE 4. Funding

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

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of Attachment(s) in lieu of being furnished state payroll warrants after a state budgeted position becomes vacant. Reimbursement shall not exceed the balance of funds on the state budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY Director and/or J.J. Fenlaw, M.D., Director (title) is/are authorized to submit written request for conversion. RECEIVING AGENCY shall transmit formal approval and revised budget to PERFORMING AGENCY to complete the conversion.

PERFORMING AGENCY shall provide written notice(s) to RECEIVING AGENCY of the amount of funds, if any, to be lapsed. Such notice(s) shall be given not later than the beginning of the final three months of Attachment(s). PERFORMING AGENCY Director and/or J.J. Fenlaw, M.D., Director (title) is/are authorized to give such notice and negotiate a reduction to the approved budget by submitting a request for revised budget (TDH Form GC-9).

PERFORMING AGENCY shall develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of Article 4414c, V.T.C.S., and the Texas Board of Health rules covering Fees for Clinical Health Services (25 TAC, Sec. 1.91) and other applicable laws; provided, however, that a patient may not be denied a service due to inability to pay.

In compliance with Article 6252-13e, V.T.C.S., PERFORMING AGENCY shall provide RECEIVING AGENCY with evidence that a public meeting or hearing was held to seek public comment on the needs and uses of federal block grant funds received by PERFORMING AGENCY under this contract. Record of public participation efforts undertaken must be filed with RECEIVING AGENCY.

PERFORMING AGENCY agrees to and by executing this contract assigns to RECEIVING AGENCY uncommitted expenditures of local funds for public health services as matching for Federal funds. Assigned local funds shall be reported to RECEIVING AGENCY on the annual/final report Form 270. In the event such assigned funds are required by PERFORMING AGENCY to match other Federal funds, prior written approval may be requested of RECEIVING AGENCY.

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

VOL. 27 PAGE 922

ARTICLE 5. Program Income

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this article. Such program income shall be retained by PERFORMING AGENCY and: (1) be used by PERFORMING AGENCY for any purposes which further the objectives of the program and the Scope of Work for the Attachment(s) and be deducted from total project costs, or (2) be deducted from total project costs.

This is according to RECEIVING AGENCY policy interpreting UGCMS, a copy of policy is provided as supplementary material to UGCMS upon request, and is incorporated by reference as a condition of this contract.

ARTICLE 6. Compensation and Payment

The following provisions establish responsibilities, uniform procedures and standard form for billing and forfeitures for noncompliance. Compensation and/or reimbursement shall be contingent on a signed contract.

For services satisfactorily performed pursuant to the Scope(s) of Work, PERFORMING AGENCY shall have furnished state warrants for salary compensation for employees on state budgeted positions or reimbursement warrants for allowable costs. Combined compensation payments and reimbursements shall not exceed the total of all Attachment(s) hereto.

Allowable costs shall be as outlined in Attachment(s) and must be substantiated by source documentation. Advance payment may be requested in accordance with the applicable provisions of this contract.

Claims for compensation or reimbursement shall be on the forms and in the format prescribed by RECEIVING AGENCY.

Compensation

PERFORMING AGENCY shall maintain required records and submit documents necessary to processing personnel, payroll, leave and time records on state budgeted positions.

Reimbursements

Claims will be made on State of Texas Purchase Voucher (TDH Form #AG-37).

Claims for reimbursement of actual expenses will be submitted monthly within 20 days following the end of the month covered by the bill. A makeup claim may be submitted as a final closeout bill not later than 45 days following the end of Attachment term(s).

Payments made for approved claims or notice of denial of claims submitted against Attachment(s) to this contract shall be mailed no later than 60 days after receipt of monthly vouchers. Payment may be denied if required financial reports are not on file for previous quarters or for the final period, or if program requirements are not met

as specified in Scope(s) of Work. Payment is considered mailed on the date postmarked. Any reimbursements made by PERFORMING AGENCY to subcontractors shall be made in accordance with Article 601f, V.T.C.S.

Advance Payment

PERFORMING AGENCY may request in writing a one time advance with proper justification and concurrence of RECEIVING AGENCY. Approval by RECEIVING AGENCY will be based on compliance of PERFORMING AGENCY with UGCMS, Attachment J, paragraph 3, (b) and (c). Amount of advance shall be determined by amount and term of the Attachment(s); however, for each Attachment, amount of the advance shall not exceed one-sixth (1/6th) of the Attachment amount. Advance shall be requested on State of Texas Purchase Voucher at the beginning of Attachment period or at a single later time in Attachment period if circumstances so warrant and the request is approved. Advance funds will be liquidated in the final months of the Attachment period so that, after final monthly billing, PERFORMING AGENCY will not have advance funds on hand. Advance funds may be drawn only to meet immediate cash needs for disbursement (UGCMS and Federal Circulars).

ARTICLE 7. Financial Reports

Financial reports are required as provided in UGCMS and shall be filed regardless of whether or not expenses have been incurred.

Quarterly

Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC 4), shall be submitted within 20 days following the end of each quarter.

Annual/Final

A final report, Request for Advance or Reimbursement, Form 270 (TDH Form GC-10) shall be submitted not later than 45 days following the end of Attachment term(s) or as specified in Attachment(s). An amended Form 269a shall be submitted if the amount of expenditures reported in the last quarter changed.

If necessary, a State of Texas Purchase Voucher will be submitted if all costs have not been recovered or a refund will be made of excess monies if costs incurred were less than funds received.

Annual audit reports are required of local expenditures funded through Attachment(s) to this contract. Within 30 days of receipt of audit report, PERFORMING AGENCY shall submit a copy to RECEIVING AGENCY, Internal Audit Division.

ARTICLE 8. Management Data and Inspections

PERFORMING AGENCY shall make financial, program, progress, and other reports as requested by RECEIVING AGENCY in the format agreed to by the parties hereto and will arrange for onsite inspections within normal

working hours by RECEIVING AGENCY. PERFORMING AGENCY shall participate fully in any required evaluation study.

PERFORMING AGENCY will furnish RECEIVING AGENCY an annual budget of PERFORMING AGENCY on forms provided by RECEIVING AGENCY. The budget shall be for PERFORMING AGENCY current fiscal year ending September 30, 1987

ARTICLE 9. Records

PERFORMING AGENCY will have a system in effect to protect from inappropriate disclosure of patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under this contract.

ARTICLE 10. Property and Supplies

Subject to the obligations and conditions set forth in this contract and UGCMS, title to all property purchased from funds provided herein shall vest upon acquisition with PERFORMING AGENCY. PERFORMING AGENCY shall maintain a property and supplies inventory and administer a program of maintenance, repair, and protection of assets provided under this contract so as to assure their full availability and usefulness for performance under this contract. PERFORMING AGENCY shall submit an annual report of nonexpendable personal property (unit cost $250.00 or more and having a useful life of more than one year) as of August 31st of each year under contract. A format based on UGCMS, A-102, Att. N, is provided by RECEIVING AGENCY.

In the event any motor vehicle belonging to RECEIVING AGENCY is provided to PERFORMING AGENCY pursuant to any Attachment hereto to be used within the performance of the Scope of Work set out in such Attachment, and title to such motor vehicle is retained by RECEIVING AGENCY, PERFORMING AGENCY agrees to utilize such motor vehicle only within the parameters of such Scope of Work and to permit the operation of such motor vehicle only by licensed, qualified drivers.

RECEIVING AGENCY retains the option to recover all unused supplies and useable equipment furnished under this contract upon the termination of relationship of the parties hereto. This also includes acquisitions through lease-purchase agreements with funds provided under this contract or with funds provided by program income attributable to the programs provided for under this contract. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to, the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

ARTICLE 11. Termination

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

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

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

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

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

VOL. 27 PG. 926

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED.

CONTRACTING ENTITY FOR AND IN BEHALF OF PERFORMING AGENCY

UPSHUR COUNTY HEALTH DEPARTMENT

By _____
(Signature of Person Authorized to Sign Contracts)

Title COUNTY JUDGE

Date AUGUST 1986

Recommended:

By _____
(PERFORMING AGENCY Director, if different from above)

Print or Type
PERFORMING AGENCY Address:

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

(Street Address, if different)

GILMER, TEXAS 75644
(City, Zip Code)

RECEIVING AGENCY

TEXAS DEPARTMENT OF HEALTH

By _____
Hermas L. Miller
Deputy Commissioner
Management and Administration

Date _____

Recommended:

By _____
Associate Commissioner
Community and Rural Health

Approved as to Form:

By _____
Office of General Counsel

VOL. 27 PG. 927

ATTACHMENT NO. 1

PERFORMING AGENCY: Upshur County Health Department

PROGRAM WITHIN RECEIVING AGENCY (TDH): COMMUNITY AND RURAL HEALTH

TERM: September 1, 1986 through August 31, 1987

SCOPE OF WORK:

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

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

Reports of services performed under this Attachment shall be submitted to RECEIVING AGENCY, Community and Rural Health.

LEGAL AUTHORITY

Current Appropriations Bill.

BUDGET

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

This Attachment is exempted from contract financial reporting requirements.

Total amount of this Attachment shall not exceed $ 45,091.92 .

VOL. 27 PG. 928

UPSHUR COUNTY HEALTH DEPT PAGE 7A8

Texas Department of Health

OPERATING BUDGET FOR YEAR ENDING AUGUST 31, 1987

AS OF APRIL 28, 1986

/R1302A

BUDGET NO. UA0D0

CATEGORY	DESCRIPTION OR TITLE	FUND DESC	FUND ENDING MONTH	SALARIES ONLY ITEM NO	JOB CLASS	PAY GP	PAY STEP	EFFECTIVE DATE	MONTHLY RATE	BUDGETED AMOUNT
1	NURSE II	STATL	AUG	001	4385	13	01	SEP 86	1,798.00	21,576.0
	SANITATION INSPECTOR II	STATL	AUG	022	4109	11	01	SEP 86	1,580.00	18,960.0
	CLERK II 0.3.3333 @ 1139.00	STATE	AUG	043	0053	04	05	SEP 86	379.66	4,555.9
										45,091.9
										45,091.9
	FUND SUMMARY									
	77001	STATE	AUG							45,091.92 45,091.92

083 703 2 2 00

CT

BY

VOL. 27 PG. 929

Upshur County Health Dept.

BOX 639
GILMER, TEXAS 75644

August 22, 1986

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

RE: Abandoned well owned by Marvelous Karlick; Rt. 1 Box 331; Big Sandy, Texas 75755.

Gentlemen:

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

Respectfully yours,

JOHNNY MILLER
Sanitation Inspector II

JM:cs

cc: Paul Davis Comm. #4

FILED
1:59
BY

VOL. 27 PG. 930

19 - 230
Dist. County Number

BRIDGE LOAD POSTING AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

THIS AGREEMENT, made, entered into and executed this 20th day of August, 1986, by and between the State of Texas acting by and through the Engineer-Director, with approval of the State Highway and Public Transportation Commission, hereinafter called the "State", and Upshur County, hereinafter called the "Local Jurisdiction".

W I T N E S S E T H

WHEREAS, the State desires to enter into an agreement with the Local Jurisdiction concerning the installation of load posting signs on bridges within the Local Jurisdiction;

A G R E E M E N T

NOW, THEREFORE, the State and the Local Jurisdiction, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

The Local Jurisdiction agrees to order load posting signs from the State, the State agrees to administer Federal funds to provide the load posting signs at no cost to the Local Jurisdiction, and the Local Jurisdiction agrees to take delivery, install, and maintain the signs as stated in the sections to follow.

1. Signs. The Local Jurisdiction hereby orders the following quantities of signs:

Sign R12-2Tb 48 ea.
Sign R12-2Tc _____ ea.
Sign R12-4Tb _____ ea.
Sign R12-4Tc _____ ea.
Sign W12-5 24 ea.

Weight limits for each proposed sign shall be as listed in Attachment A, "Sign Requirements", attached hereto and made part of this agreement.

2. Sign Supports and Hardware. In addition, the Local Jurisdiction hereby orders the following quantities of sign supports with appropriate hardware, and the State hereby agrees to administer Federal funds to provide the sign supports and hardware at no cost to the Local Jurisdiction.

Treated Timber Posts 72 ea.

87 :: 931

3. Authorization. The Local Jurisdiction shall properly authorize all proposed signs by ordinance, resolution, or other appropriate action and shall provide a copy of such which shall be attached hereto and designated Attachment B.

4. Delivery. The Local Jurisdiction shall take delivery of all proposed signs, sign supports, and hardware as agreed upon with the appropriate State Department of Highways and Public Transportation District Office.

5. Installation and Documentation. The Local Jurisdiction shall install all proposed signs in accordance with the requirements of Attachment C, "Load Posting Signs", and Attachment D, "Vertical and Lateral Clearances". The Local Jurisdiction shall document the installation by marking the date sticker affixed to the back of each sign.

6. Notification and Inspection. The Local Jurisdiction shall notify the appropriate State Department of Highways and Public Transportation District Office in writing within 15 days after all proposed signs have been properly installed. The Local Jurisdiction shall allow the Federal Highway Administration to perform on-site inspection of the installed signs and shall adjust any signs that are found to be improperly installed.

7. Maintenance. The Local Jurisdiction shall keep the installed signs clean, legible, and open to the view of approaching motorists for at least 150 feet. The Local Jurisdiction shall reinstall signs that have been knocked down by vandalism, traffic accidents, or other causes.

8. State Responsibility. The appropriate State Department of Highways and Public Transportation District Office agrees to provide the Local Jurisdiction with reasonable consultation assistance in accomplishing the objectives of this agreement.

9. State Indamnified. The Local Jurisdiction shall save harmless the State from all claims and liabilities due to activities of the Local Jurisdiction, its agents, officials, or employees performed under this agreement and which result from an error, omission, or negligent act of the Local Jurisdiction, its agents, officials, or employees. The Local Jurisdiction shall also save harmless the State from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claims or liabilities.

10. Disputes. Should disputes arise under this contract, the State's decision shall be final and binding.

11. Civil Rights Compliance. With regard to work performed under this contract, the Local Jurisdiction, in compliance with regulations of the Department of Transportation (49CFR21 and 23CFR710.405), Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, and regulations of the Department of Labor (41CFR60), shall not discriminate on the grounds of race, color, sex, or national origin.

12. Inspection of Books and Records. The Federal Highway Administration, the Department of Transportation, the Office of Inspector General, and the Comptroller General of the United States, or any duly authorized representatives thereof, shall have access to any books, documents, papers, and

VOL 27 : 932

records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

13. Gratuities. State Department of Highways and Public Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the State Department of Highways and Public Transportation Engineer-Director. Any person doing business with or who may reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to Departmental employees, except as mentioned hereabove. Failure on the part of the contractor to adhere to this policy may result in the termination of this contract.

IN WITNESS WHEREOF, the State and the Local Jurisdiction have executed duplicate counterparts of this Agreement.

UPSHUR COUNTY

By: _____
Signature

Everett Dean
Name

County Judge
Title

Date: 8-13-1986

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

By: _____ 19
District Engineer District

Date: 8-20-96

LOCAL JURISDICTION UPSHUR

SHEET 1 OF 1

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12-5
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
159-1	10,000	4									2
204-1	5,000	4									2
211-1	7,500	4									2
242-1	10,000	4									2
297-1	7,500	4									2
321-1	10,000	4									2
322-1	7,500	4									2
323-1	7,500	4									2
328-1	10,000	4									2
341-1	5,000	4									2
408-1	10,000	4									2
405-1	5,000	4									2

The above list of sign requirements has been verified as correct

August 11, 1986

Local Jurisdiction Official — Date

ATTACHMENT A
SIGN REQUIREMENTS

97 FC. 933

VOL. 27 PG. 934

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

PURSUANT to Article 6701d, Section 31 of Vernon's Texas Civil Statutes, the Commissioners Court of Upshur County, hereby ORDERS that load limit signs be erected and maintained on the following bridges in Upshur County:

County Road Bridge Number	Weight Limits
159-1	10,000 axle
204-1	5,000 axle
211-1	7,500 axle
242-1	10,000 axle
297-1	7,500 axle
321-1	10,000 axle
322-1	7,500 axle
323-1	7,500 axle
328-1	10,000 axle
341-1	5,000 axle
408-1	10,000 axle
405-1	5,000 axle

FURTHER, the Commissioners Court of Upshur County, Texas ORDERS that:

(A) no person shall without lawful authority attempt to or in fact alter, deface, injure, knockdown, or remove said load limit signs and that,
(B) it is a misdemeanor for any person to violate this order, and
(C) every person convicted for violation of this order shall be punished by a fine of not less than $100.00 and not more than $500.00.

ENACTED AND ORDERED this the 11th day of August, 1986.

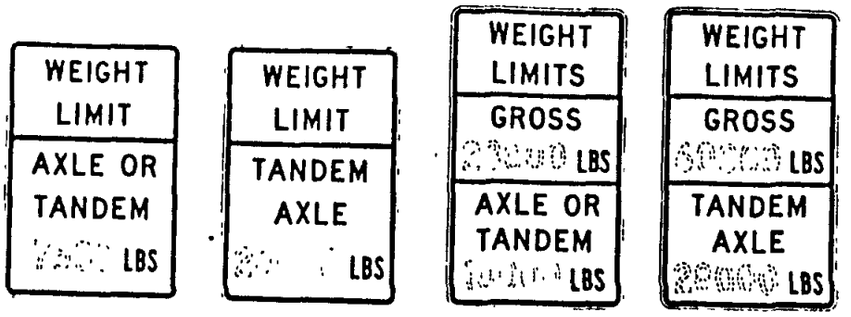
Everett Dean, County Judge

Gaddis Lindsey, Commissioner 1

J. W. Meadows, Commissioner 2

David Loyd, Commissioner 3

Paul Davis, Commissioner 4



R12-27b 24" x 36" | R12-27c 24" x 36" | R12-47b 24"x 42" | R12-47c 24" x 42"

WEIGHT LIMIT SIGNS

A Weight Limit sign shall be located just ahead of the bridge in each direction of travel. Six feet from the abutment is a good location if the bridge is on an unpaved or low-speed road. This distance should be increased if the bridge is on a high-speed road.

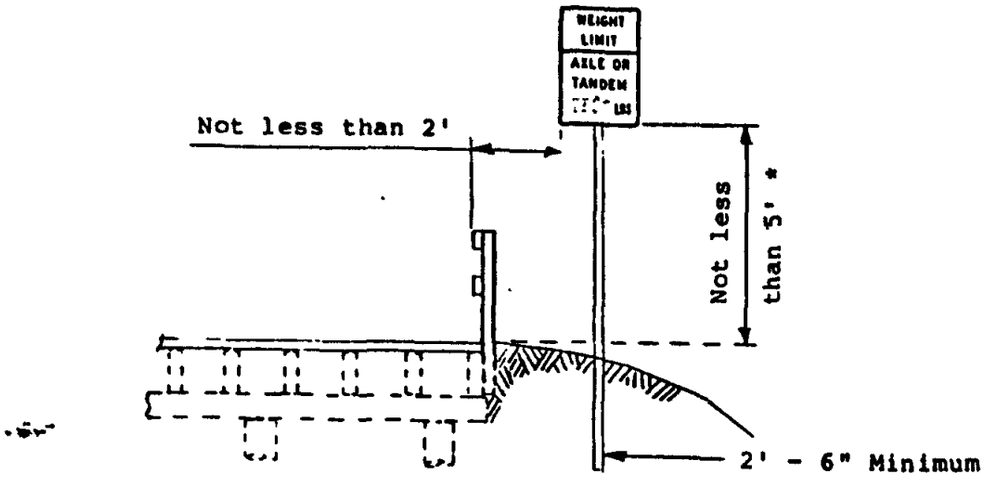
W12-5 36" x 36"

ADVANCE WARNING SIGN

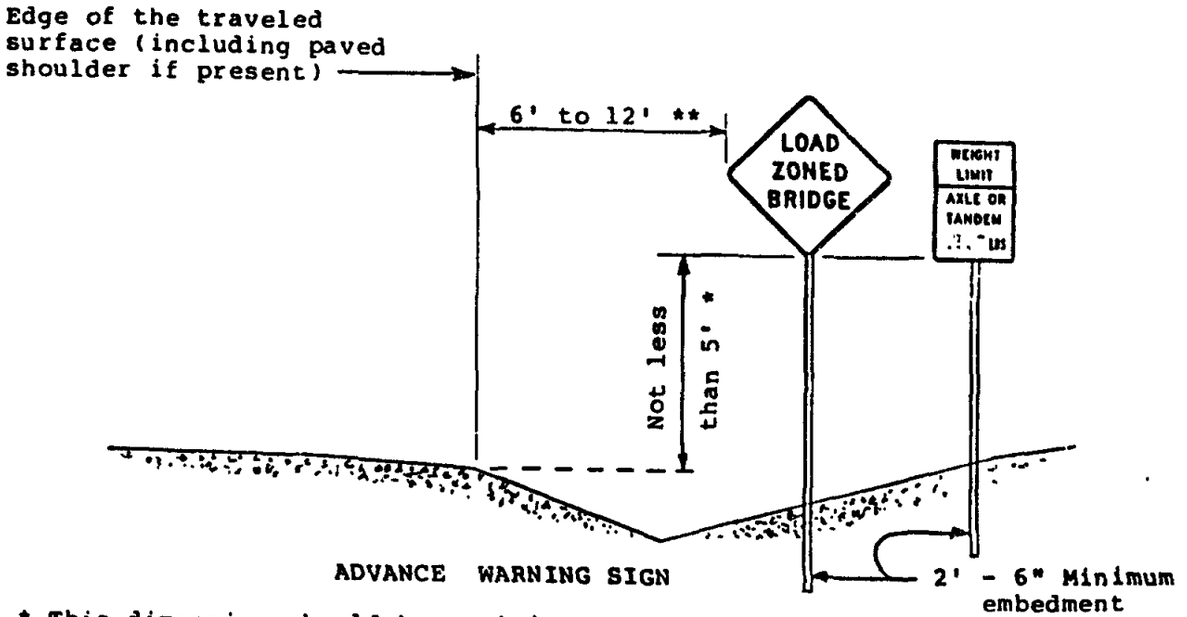
The Load Zone Bridge sign should be used to warn of a bridge with a posted weight restriction. The sign should be placed so as to allow the driver of an overweight vehicle to detour around the bridge. It is also recommended that a WEIGHT LIMIT sign be placed beside or 100 feet behind each advance warning sign.

ATTACHMENT C - Load Posting Signs

V- 27 -- 936



WEIGHT LIMIT SIGNS



ADVANCE WARNING SIGN

* This dimension should be a minimum of 7' in business or residential areas where parked vehicles may block the sign.

** This dimension may be reduced to a minimum of 2' in business or residential areas.

ATTACHMENT D - Vertical and Lateral Clearances

1986 AUG 2[illegible] PM 2 00
BY_____

VOL. 27 PG 937

WAIVER OF NOTICE AND CONSENT
TO SPECIAL MEETING

That, in relation to a special meeting of the Commissioners' Court of Upshur County, Texas, held on the 29th day of August, 1986, THE UNDERSIGNED MEMBER(S) OF THE COURT, who was (or were) absent therefrom, CERTIFY, REPRESENT AND ACKNOWLEDGE that due notice of said meeting and the business to be transacted was received in advance thereof and the undersigned HEREBY WAIVE any objection to the holding of said special meeting and the transaction of all business at said meeting incident and related to ratifying, confirming and approving Change Orders to the contracts with Mosby Mechanical Company, Inc. and Bryon Crook Electric Co., Inc., including the passage and adoption of an order pertaining thereto.

EXECUTED AND DATED, the 29th day of August, 1986.

David Loyd
Commissioner

Commissioner

Commissioner

1:57

VOL 27 PG 938

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF UPSHUR §

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

1. That on the 29th day of August, 1986, a Special meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
J. W. MEADOWS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
PAUL DAVIS	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: David Loyd, Commissioner Pct. #3. Among other business considered at said meeting, the attached order entitled:

> "AN ORDER ratifying, confirming and approving Change Orders to certain contracts in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of additional amount to become due thereon by reason of said Change Orders and resolving other matters incident and related thereto."

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

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

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

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the 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 29 day of August, 1986.

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

(Comm. Crt. Seal)

1:57

BY

VOL 27 PAGE 940

AN ORDER ratifying, confirming and approving Change Orders to certain contracts in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of additional amount to become due thereon by reason of said Change Orders and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on March 25, 1985, the Commissioners' Court of Upshur County, Texas, awarded certain contracts in relation to the construction of the new county jail and the renovation and remodeling of a building for the Upshur County Justice Center, such contracts being identified as follows:

CONTRACTOR	CONTRACT	CONTRACT AMOUNT
Mosby Mechanical Co., Inc.	plumbing, heating & air conditioning	$ 404,907(A)
Byron Crook Electric Co.	electrical	$ 316,710(A)

(A) includes all change orders to date

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 contracts; such changes, modifications and revisions being more fully described in the Change Orders attached hereto as Exhibits A and B; and

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

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

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

SECTION 2: That the change order to the contract with Mosby Mechanical Company, Inc. relating to plumbing, heating and air conditioning (attached hereto as Exhibit A and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 3: That the change order to the contract with Bryon Crook Electric Co. relating to the electrical work (attached hereto as Exhibit B and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Order for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 4: That, by reason of the foregoing change orders, the total amount due on said contracts, as amended, is hereby acknowledged and determined to be $416,182.00 with respect to the contract with Mosby Mechanical Company, Inc. and $326,790.00 with respect to the contract with Byron Crook Electric Co. and the additional amount to become due on said contracts by reason of such Change Orders shall be paid with current funds of the County and a total sum of $21,355 in current funds of the County are hereby allocated and appropriated to pay such additional amounts.

PASSED AND ADOPTED, this the 27th day of Aug, 1986.

UPSHUR COUNTY, TEXAS

County Judge

ATTEST:

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

(Comm. Ct. Seal)

VOL. 87 PG. 942

CHANGE ORDER EXHIBIT A

CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT G701/CM

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

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

TO (Contractor):

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

CHANGE ORDER NUMBER: 36.3

INITIATION DATE: 08/19/86

ARCHITECT'S PROJECT NO: 8503

CONSTRUCTION MANAGER'S PROJECT NO: 907

CONTRACT FOR: Mechanical

CONTRACT DATE: 4/10/85

CONTRACT NO.: 15000

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

Make control and improvements in the smoke evacuation system as outlined in McGill Cloyd letter dated July 10, 1986.

THIS CHANGE ORDER IS 100% JAIL

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

The original (Contract Sum) was	$	399,000.00
Net change by previously authorized Change Orders	$	5,907.00
The (Contract Sum) prior to this Change Order was	$	404,907.00
The (Contract Sum) will be (increased) by this Change Order	$	11,275.00
The new (Contract Sum) including this Change Order will be	$	416,182.00

The Contract Time will be (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 BY William Carter, Project Manager DATE 08/19/86	Approved HOBBS/WIGINTON/FAWCETT-Architects & Planners ARCHITECT 3511 Cedar Springs #2/Dallas, Texas 75219 ADDRESS BY DATE
Agreed To MOSBY MECHANICAL COMPANY, INC. CONTRACTOR P.O. Box 8582/Longview, Texas 75607 ADDRESS BY DATE	Authorized UPSHUR COUNTY COMMISSIONERS COURT OWNER Upshur County Courthouse/Gilmer, Texas 75644 ADDRESS BY DATE 8-27-86

AIA DOCUMENT G701/CM • CHANGE ORDER • CONSTRUCTION MANAGEMENT EDITION • JUNE 1980 EDITION • AIA © 1980 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

VOL 27 ..943

CHANGE ORDER EXHIBIT B

CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT G701/CM

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

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

TO (Contractor):
Byron Crook Electric Co., Inc.
P.O. Box 7157
Longview, Texas 75602

CHANGE ORDER NUMBER: 35.4
INITIATION DATE: 08/19/86
ARCHITECT'S PROJECT NO: 8503
CONSTRUCTION MANAGER'S PROJECT NO: 907
CONTRACT FOR: Electrical
CONTRACT DATE: 4/10/85
CONTRACT NO.: 16000

You are directed to make the following changes in this Contract

Make improvements in the smoke evacuation system as outlined in Spec Section 1600, Items 3 through 7 (Ref. McGill-Cloyd letter 7/10/86).

Furnish and install speaker in Dorm G
Furnish and install Type R fixture in Room 159

THIS CHANGE ORDER IS 100% JAIL

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

The original (Contract Sum) (~~Guaranteed Maximum Cost~~) was	$	303,950.00
Net change by previously authorized Change Orders	$	12,760.00
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was	$	316,710.00
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased~~) (unchanged) by this Change Order	$	10,080.00
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be	$	326,790.00

The Contract Time will be (~~increased~~) (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
BY William Carter, Project Manager DATE 08/19/86

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

Agreed To
BYRON CROOK ELECTRIC CO., INC.
CONTRACTOR
P.O. Box 7157 - Longview, Texas 75602
ADDRESS
BY DATE

Authorized
UPSHUR COUNTY COMMISSIONERS COURT
OWNER
Upshur County Courthouse/Gilmer, Texas 7564
ADDRESS
BY 8-29-86 DATE

AIA DOCUMENT G701/CM • CHANGE ORDER • CONSTRUCTION MANAGEMENT EDITION • JUNE 1980 EDITION • AIA® © 1980 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

VOL. 87 PG. 944

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

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

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.

27 : 945

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 liabile 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 accidently 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 paymetns 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.

VOL. 27 PG. 946

16. If Subcontractor at any time refuses or neglects to supply adequate and complete supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any agreement for the benefit of its creditors or fail to pay promptly its obligations or if a receiver be appointed for Subcontractor or its assets, or if Subcontractor be adjudged a bankrupt, or fail in the performance of any of the agreements on its part contained herein, the Owner shall have the option, after 48 hours' written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due from the Contractor to Subcontractor. The Contractor shall also be at liberty to terminate the employment of Subcontractor on said work and to enter upon the premises and take possession of all materials or applicances, 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., County Clerk

Everett Dean, County Judge

Gaddis Lindsey, Commissioner 1

J. W. Meadows, Commisioner 2

David Loyd, Commissioner 3

Paul Davis, Commissioner 4

HALL MANUFACTURING COMPANY

Subcontractor

By

Name Title

PROPOSAL FORM

- 27 FO. 947

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 $ 16,631.00

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 upholstry

(Enclosed brochures illustrate products proposed)

Alternate #1 Add-#1,998.00

Stacking Chairs Manufacturer Kruger Model 14A0UF

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 $ #931.45, 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 #16,631.00
Alt. I Stacking Chairs 1,998.00
Total #18,629.00

1:57

VC 27 : 948

FIRST STATE BANK MEMBER FDIC
P O BOX 1432 GLADEWATER, TX 75647

JACK M. FINLEY, INC.
DBA LAWYERS TITLE AGENCY
OPERATING ACCOUNT
811A GILMER RD. 297-7721
LONGVIEW, TEXAS 75604

4589

9-5 19 86

88-1378/1118

PAY TO THE ORDER OF Upshur County Clerk $ 150.00

One hundred fifty and no/100 DOLLARS

Copies		8
Start up - Keep Sept.		

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

LAWYERS TITLE AGENCY
OPERATING ACCOUNT

Jack M. Finley

⑈004589⑈ ⑆111913798⑆ ⑈9004300⑈

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
7712	08/26/86	POSTMASTER	$1,200.00	$1,200.00	CO.CLK.--POSTAGE FOR METER
7713	08/27/86	TEXAS INSTITUTE ON CHILDREN &	$165.00	$165.00	JUV.PROB.-REG.,ROOM,MD RANCH 9/7-11/86
7716	08/27/86	GAYLE TURVER	$100.00	$100.00	AUGUST '86 OFFICE EXPENSE
7717	08/27/86	HOWARD CLIFTON	$200.00	$200.00	AUGUST '86 OFFICE EXPENSE
7718	08/27/86	J. L. FENLAW, M.D.	$569.00	$569.00	AUGUST '86 HEALTH UNIT DIR. EXPENSES
7719	08/27/86	R E. "BOB" CROWDER	$210.00	$210.00	AUGUST '86 OFFICE EXPENSE
7720	08/27/86	TIM COVE	$25.00	$25.00	AUGUST '86 LAW LIBRARIAN
7721	08/27/86	W. S. CHASTEEN	$210.00	$210.00	AUGUST '86 OFFICE EXPENSE
7854	08/29/86	ARKLA GAS	$32.11	$16.48	NEW CO.LIB.-#12-207-08-1935-0-6 BILL
				$4.75	PCT.#3-#12-207-04-2240-0-8 BILL
				$62.88	CO.COURTHOUSE-#15-207-06-2362-0-5 GAS
				$8.00	D.C.CT.HOUSE-#17-207-25-0860-0-5 GAS
7855	08/29/86	BARBARA HOLLOWAY	$70.09	$70.09	CO.TAX-VOTER REG.SEM.AUSTIN 8/13-15/86
7856	08/29/86	BILLY GIBBONS	$52.00	$52.00	PCT.#4-13 LOADS GRAVEL @$4.(EA)
7857	08/29/86	CLIFTON HORTON	$50.00	$50.00	PCT.#1-36 LOADS GRAVEL @2.50 (EA)
7858	08/29/86	DAVID LOYD	$23.35	$23.35	COMM.CT.-REGIONAL REVIEW COMM.
7859	08/29/86	EVERETT DEAN	$19.50	$19.50	COMM.CT.-SOLID WASTE MEETING 6/26/86
7860	08/29/86	GADDIS LINDSEY	$25.35	$16.00	COMM.CT.-E.T.C.O.G./KILGORE 8/21/86
				$9.35	PCT.#1-GAS FOR 1 TON TRUCK
7861	08/29/86	GENERAL TELEPHONE COMPANY	$1,118.02	$1,118.02	TELE COMM.-#843-3083 8/22/86 BILLING
7862	08/29/86	SILVER NATIONAL BANK	$3,327.52	$3,327.52	AUGST/86 PAYMENT-TELE.&COMPUTER
7863	08/29/86	MARGE BICKERDIKE	$12.90	$12.90	D.CT.-CASE MANAGE.SEM.MARSHALL 8/15/86
7864	08/29/86	MARSHA RAMSEY	$76.36	$67.16	CO.TAX-VOTER REG.SEM.AUSTIN 8/13-15/86
				$9.20	CO.TAX-LONGVIEW/PICK-UP 72 HR.PERMITS
7865	08/29/86	NANCY CROSS	$24.00	$6.02	D.A.-CAUSE#17,614 R.RICE/BIG SANDY
				$18.00	D.A.-PATEL CASE/BRIEF @TYLER CT.APPEAL
7866	08/29/86	SHARON WATER SUPPLY CORP.	$13.00	$13.00	PCT#4-#0000133 7/15-8/18-86 BILLING
7867	08/29/86	TEX-PACK EXPRESS COMPANY	$12.56	$12.56	COMPUTER/PC- #0-TERM.&KEYBOARD #755426 FRGT.&INS.TO ADDS CO.

946

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
7868	08/29/86	UNION GROVE WATER SUPPLY CORP.	$7.50	$7.50	WT.#QUAT.-#237 AUG.'86 WATER BILLING
7869	08/29/86	UPSHUR COUNTY WRECKER SERVICE	$481.45	$55.91	CO.S-#210/TAIL PIPE,FEON,HOSE,LABOR
				$196.17	CO.S.-#215/MUFFLER,ROTOR,PADS,LABOR
				$227.37	CO.S-EXTRA CAR/BATTERY,PUMP,A/C BELT
7870	08/29/86	UPSHUR-RURAL ELECTRIC COOP.. C	$51.42	$7.66	LAFAYETTE CO.BLDG.-#505279466 BILLING
				$30.18	PCT#2-#302475307 OLD BARN
				$13.42	PCT.#2-NEW BARN #41186523
7871	08/29/86	UPSHUR COUNTY INSURANCE ACCOUN	$6,778.29	$6,778.29	AUGUST '86 INSURANCE PREMIUMS
7872	08/29/86	UPSHUR COUNTY INSURANCE ACCOUN	$20,002.50	$20,002.50	AUGUST '86 INSURANCE CLAIMS
7873	09/03/86	SILVER NATIONAL BANK	$350,000.00	$350,000.00	C.D.PURCHASE/@7.10%/MATURE 10-03-86
7874	09/03/86	FIRST NATIONAL BANK	$17,146.39	$17,146.39	AUGUST '86 WITHHOLDING
7875	09/03/86	SOUTHWESTERN BELL TELEPHONE	$61.64	$61.64	ADULT.PROB.-#665-2474 AUG.'86 BILLING
7876	09/03/86	EMPLOYEES RETIREMENT SYSTEM, S	$22,058.46	$22,058.46	AUGUST '86 FICA REPORT
7877	09/03/86	TEXAS COUNTY & DISTRICT RETIRE	$19,974.60	$19,974.60	UNIT 329-AUGUST '86 RETIREMENT REPORT
7881	09/08/86	ARATEX/IND. UNIFORM & TOWEL	$28.86	$14.43	C.H.BLDGS.- 2 RUGS CLEANED
				$14.43	C.H.BLDGS.- 2 RUGS CLEANED
7882	09/08/86	AT & T INFORMATION SYSTEMS	$10.95	$10.95	AD.PROB.-#665-2474 EQUIP.CHARGE
7883	09/08/86	ALTON REED	$54.00	$54.00	PCT#2-27 LOADS GRAVEL @$2.(EA)
7884	09/08/86	BENNETT EQUIPMENT COMPANY	$379.87	$6.77	PCT#3-CONE
				$373.10	PCT#3-PLATE,BEARING,GEAR,GASKET,TOOTH
7885	09/08/86	BILL HARRISON	$50.00	$50.00	PCT#1- 36 LOADS GRAVEL @ $2.50/LOAD
7886	09/08/86	BOBBY WEAVER, SHERIFF	$15.00	$15.00	JP#1-#467-86 EARNEST MERRITT
7887	09/08/86	BLOCKER GAS & ELECTRIC CO., INC	$10.00	$10.00	#467-86 DON SMITH VS. EARNEST MERRITT
7888	09/08/86	COMPLETE BUSINESS SYSTEMS	$146.00	$146.00	EXT.-RICOH 6200 DRUM
7889	09/08/86	CONSTRUCTION SUPPLY COMPANY, I	$24.00	$24.00	PCT#2-60 COMMON NAILS
7890	09/08/86	CROSSTREE BARRICADE SYSTEMS	$146.62	$73.43	PCT#3- 4 ST.NAME SIGNS
				$73.19	PCT#1-4 ST.NAME SIGNS
7891	09/08/86	CYNTHIA SHUTTLES	$20.90	$20.90	EXT.- TRAVEL AUGUST '86
7892	09/08/86	DALE JEMES	$12.90	$12.90	C.S.-REIMB. GASOLINE

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
7890	09/22/86	DARR EQUIPMENT COMPANY	$25.29	$25.29	PCT#3-ELEMENT,BODY
7894	09/08/86	DAVID A. MCKEY	$55.31	$55.31	EM.MGT.DEPT-GARLAND/WORKSHOP/MEAL
7895	09/05/86	DESK TOP & DATA SUPPLY	$407.50	$260.00	EXT.- 5 CASES BOND PAPER
				$117.50	TREAS-RIBBON,IC-PENS,D.A.-INDEX CARDS
				$10.00	C.HEALTH-2 CLIP BOARDS
7896	09/08/86	DON'S MINI STORAGES	$49.00	$26.00	C.S.-RENT #10 STORAGE BLDG/8/7-9/7/86
				$23.00	C.S.-RENT #19 STOR.BLDG/7/26-8/26/86
7897	09/09/86	ECONOMY AUTO SUPPLY, INC.	$136.91	$23.74	PCT#4-BEARING/PATCHING TRUCK
				$34.29	PCT#4-STARTER/PATCHING TRUCK
				$6.35	PCT#3-GO JO.WD-40.-1 DRY
				$40.84	PCT#4-HOSES FOR BOOM AXE
				$6.30	PCT#3-9 HOSES
				$4.81	PCT#4-FILTER
				$8.58	PCT#4-FAN BELT/BOOM AXE
7898	09/08/86	ETEX TELEPHONE COOP., INC.	$102.15	$24.08	PCT#1-#734-5629 09/01/86 BILLING
				$21.07	PCT#3-#734-5822 09/01/86 BILLING
				$32.78	PCT#4-#762-6731 9/01/86 BILLING
				$24.22	PCT#2-#762-6266 9/01/86 BILLING
7899	09/08/86	EXXON COMPANY U.S.A.	$67.23	$67.23	C.S.-#1828093870 GASOLINE
7900	09/08/86	FAMILY CANCER PLAN INS. CO.	$277.88	$277.88	#XP38 09/15/86 BILLING
7901	09/08/86	GALL'S INC.	$64.97	$64.97	C.S.- 3 HEADLIGHT FLASHER KITS
7902	09/08/86	GENERAL TELEPHONE COMPANY	$118.17	$28.60	TAX-#1FD-2004 08/28/86 BILLING
				$89.57	CO.LIB.-#843-5001 8/28/86 BILLING
7903	09/02/86	GEORGE D. BANE, INC.	$132.32	$132.32	PCT#1- 2 LIFT BALLS/M65 MOTOR GRADER
7904	09/24/86	GERALD JONES	$81.60	$81.60	INDIGENT-AUGUST '86 TRAVEL
7905	09/05/86	GILMER FAMILY MEDICINE CLINIC	$42.92	$21.46	CO.IND.-ROSIE STOKER/OFF.VISIT/GLUCOSE
				$21.46	CO.IND.-ROSIE STOKES/OFF.VISIT/GLUCOSE
7906	09/08/86	GILMER LUMBER COMPANY INC.	$19.81	$19.81	PCT#2-2 PCS.GLASS.OTR.ROUND.H BASE
7907	09/08/86	GLADEWATER [illegible]	$51.00	$51.00	C.JAIL-PRE-EMP.EXAM RHONDA JONES
7908	09/05/86	GOODYEAR AUTO SERVICE CENTER	$168.06	$168.06	PCT#1-2 TIRES, 2 TUBES, 2 FLAPS
7909	09/12/86	H & D TIRE & AUTOMOTIVE	$131.66	$46.20	PCT#1- 12 ANTI FREEZE
				$47.60	PCT#1-4 CASES/OIL
				$16.00	PCT#1-1 APE13 TUBE/REPAIR FLAT
				$21.86	PCT#1-PARTS FOR BOOM AXE

VOL 87 PG 85

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
7910	09/08/86	HARRELL MACHINERY, INC.	$212.94	$45.24	PCT#1-NUTS,LOCK WASHERS/J.D.GRADER
				$48.92	PCT#1-6 WEDGES FOR BARN
				$118.80	PCT#1-EDGE/JOHN DEERE GRADER
7911	09/08/86	HARRISON CO.JUV.PROBATION	$920.00	$920.00	JUV.PROB-CJD/DETENT. D.D.&J.S.
7912	09/08/86	HENRY T. LYNN	$54.00	$54.00	PCT#2-47 LOADS OIL SAND @$2.(EA)
7913	09/08/86	HOWARD PATTERSON	$150.00	$150.00	JUV.PROB.-PSY.EVAL./JWS
7914	09/08/86	INMAC	$247.64	$247.64	COMP.-TAPES,ENDS, TAX-TAPES
7915	09/08/86	INTERSTATE ELECTRIC	$141.88	$141.88	PCT#2-254FT.8/2 WG UF CABLE FOR BARN
7916	09/08/86	JARVAN JENKINS, D.D.S.	$75.00	$25.00	C.JAIL-MEDICAL CAROLYN CHEATUM
				$50.00	C.JAIL- MEDICAL RANDY JEWELL
7917	09/08/86	JERRY NICKERSON	$338.80	$328.80	EXT.-TRAVEL AUGUST '86
				$10.00	EXT.-E.T.FORAGE CONFERENCE/REG.&MEAL
7918	09/08/86	JOANN STOCKS	$81.70	$81.70	AD.PROB.-TRAVEL AUGUST '86
7919	09/08/86	JOHNNY MILLER	$304.80	$304.80	HEALTH- AUGUST TRAVEL
7920	09/08/86	KEITH HAMBERLIN	$258.15	$258.15	C.JAIL-LAUNDRY
7921	09/08/86	KELLY FORD TRACTOR, INC.	$483.99	$483.99	PCT#3-CLUTCH,P.PLATE/BOOM AXE
7922	09/08/86	KNIF - 95 FM	$132.00	$132.00	CO.JAIL-AUGUST'86 TOWER RENTAL
7923	09/08/86	KNOWLES LAW BOOK PUBLISHING, I	$116.40	$64.20	D.A.-ERISMAN'S REVERSIBLE ERRORS #6
				$52.20	D.A.-TX.CRIM.DEFENSE FORMS/RELEASE #1
7924	09/08/86	LINDA MITCHELL	$28.40	$28.40	AD.PROB.-TRAVEL AUGUST '86
7925	09/08/86	LONG MOTOR COMPANY, INC.	$43.81	$43.81	PCT#4-SHAFT OVERHAUL/LABOR
7926	09/08/86	MICHAEL D. MARTIN	$200.00	$200.00	D.CT.- #J-23-86 J.W.S.
7927	09/08/86	MID-CONTINENT LIFE INSURANCE C	$183.00	$183.00	#21153 08/25/86 BILLING
7928	09/08/86	MOBIL OIL CREDIT CORPORATION	$11.68	$11.68	C.S.-#8919300593 GASOLINE
7929	09/08/86	NIELSEN AND VERY COMPANY	$232.67	$232.67	PCT#4-FILTER,HOSE,CLAMP,HOSE ENDS (2)
7930	09/08/86	PATRICIA HARRISON	$550.00	$200.00	C.CT.-CT.REPORTING 06/19 & 20/86
				$350.00	CO.CT.-WRIGHT,DAVIS,KENNEDY,MOORE
7931	09/08/86	PERRY BROTHERS, INC.	$2.43	$1.25	LIB.-1 STENO PAD
				$1.18	LIB.- (2) INDEX CARDS

VOL 27 PG 952

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
7932	09/08/86	PITTSBURG CHRYSLER DODGE	$9.75	$9.75	CO.S.-UNIT #2.0 DIMER SWITC-
7933	09/08/86	PITTSBURG TRACTOR & EQUIP.	$46.26	$46.26	PCT#2-MOWER PLATE
7934	09/08/86	PRESTON LYNN	$49.00	$49.00	PCT#2- 49 LOADS GRAVEL @ $1/LOAD
7935	09/08/86	PRITCHETT WATER SUPPLY CORP.	$10.00	$10.00	PCT#1- 09/01/86 BILLING
7936	09/08/86	QUILL CORPORATION	$83.26	$30.86	JP#1-CREDIT MEMO ERROR
				$52.40	I.C.-INDEX CARDS,SCRATCH PADS,LIQ.PAPER
7937	09/08/86	RACAL-MILGO INFORMATION SYSTEM	$93.00	$93.00	C.JAIL-INSTALL NEW TELETYPE SYS.
7938	09/08/86	RAILWAY OIL CO., INC.	$6,344.42	$2,589.92	PCT#1-159.38 BBLS OIL/DAVIS ROAD
				$3,754.50	PCT#1- 244.44 BBLS OIL/SHORT ST.
7939	09/08/86	ROBERT T. WINN	$22.87	$22.87	TAX REFUND-PROPERTY ACCT.# R21238 '76
7940	09/08/86	RON'S TIRE SERVICE	$163.00	$12.00	PCT#4-FIXED MAINTAINER FLAT
				$12.00	PCT#4-FIXED TRACTOR FLAT
				$44.00	PCT#4-FIXED MAINTAINER TIRE,NEW TUBE
				$14.00	PCT#3- REPAIRED TRACTOR FLAT
				$20.00	PCT#3- 1 BOOT PATCH,FIXED TRACTOR TIRE
				$20.00	PCT#3-NEW VALVE STEM/TRACTOR FLAT
				$41.00	PCT#3-1BOOT PATCH,TRUCK&MAINT.FLATS
7941	09/08/86	SABINE VALLEY MHMR	$225.00	$225.00	JUV.PROB.-PSY.EVAL.-DOD,CBL.SEB
7942	09/08/86	SANDY LIVENGOOD	$50.00	$50.00	C.CT.-#4073 MORRIS E. PARSONS
7943	09/08/86	SHELL OIL COMPANY	$662.26	$662.26	C.S.-#09282:626 GASOLINE
7944	09/08/86	SHELL'S LIMBS & BRACES, INC.	$107.00	$107.00	INDIGENT-MELVIN SCHOOLER/MOBILITY SHOES
7945	09/08/86	STAFFORD LINDON	$418.68	$33.78	D.CLK.-300 PRECEPT/SERVE COPY/INDICT.
				$384.90	SP.ELECT.-20 RUN-DNN SETS,ABSENTEE SET
7946	09/08/86	STANLEY INDUSTRIAL TIRES	$730.00	$730.00	PCT#3- 4 TRACTOR TIRES
7947	09/08/86	STATE RESERVE LIFE INSURANCE C	$1.87	$1.87	#071411 J.W. MEADOWS
7948	09/08/86	STEWART INSURANCE AGENCY	$50.00	$50.00	JUV.PROB.-BOND/MITCHELL,TOMLIN
7949	09/08/86	TOM ROBERTS	$36.70	$36.70	PCT#2- 36 LOADS GRAVEL @ $./LOAD
7950	09/08/86	TELETOUCH CORPORATION	$313.62	$94.20	C.S.#2.0-REPAIR RADIO
				$219.62	C.S.- 2 PORT.WALKIE/TALKIES,BATTERIES
7951	09/08/86	TEXAS TRIBAL JUDGES ASSOCIATION	$50.00	$50.00	JUV.PROB.-'86 LEG.CONF. REG.FEE
7952	09/08/86	TEXAS STEEL CULVERT CO.,INC.	$1,455.00	$1,455.00	3 96"CULVERT

Oct. 27 853

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
7953	09/08/86	THE BAKER & TAYLOR COMPANY	$18.33	$18.33	LIBRARY- 39 PROCESSING KITS
7954	09/08/86	THE GILMER MIRROR	$56.25	$28.75	AD.PROB.- 500 WINDOW ENVELOPES
				$27.50	AD.PROB.-500 REG. ENVELOPES
7955	09/08/86	THE UNIVERSITY OF TEXAS	$28.50	$28.50	INDIGENT-REIMB.CASH ADVANCE/TRAVEL
7956	09/08/86	TRANSPORT LIFE INSURANCE COMPA	$734.20	$734.20	GROUP K44 SEPTEMBER '86 PREMIUMS
7957	09/08/86	TYLER UNIFORM CO., INC.	$136.31	$136.31	C.S.- 2 PANTS/ONSTAD, 2 SHIRTS/MAYFIELD
7958	09/08/86	UPSHUR COUNTY	$415.15	$415.15	AD.PROB.-REIM.POSTAGE 9/85-8/86
7959	09/08/86	UPSHUR COUNTY FORD TRACTOR	$307.10	$130.35	PCT#2-4 BOLTS, U JOINT. MOWER DECK/PARTS
				$100.00	PCT#2- 1 SET/TIRE & WHEELS
				$40.69	PCT#2-BLADES
				$12.98	PCT#4-HOSES, CLAMP/BOOM AXE.5000 F.TRACTOR
				$16.59	PCT#3- BEARING
				$5.69	PCT#1-RAD.HOSE FOR YELLOW TRACTOR
7960	09/08/86	UPSHUR-RURAL ELECTRIC COOP., C	$92.67	$28.18	PCT#1-#31865226 09/03/86 BILLING
				$16.05	PCT#3-#902475306 09/03/66 BILLING
				$48.44	W.ST.-#157460538 09/03/86 BILLING
7961	09/08/86	VERNADO FEED SERVICE	$220.00	$200.00	PCT#1-SPRAYER FOR ROADS
7962	09/08/86	VERNARD GOLDMAN	$3,811.20	$3,811.20	D.C.-#9401 RODNEY ROBERT COLLINS
7963	09/08/86	VINGO FOODS	$630.53	$408.17	C.JAIL-FOOD
				$222.36	CO.JAIL-FOOD
7964	09/08/86	WALMART STORE #146	$154.66	$13.23	PCT#1-BROOM, PUSH BROOM
				$8.70	PCT#2-LIGHT BULBS (3), WD-40
				$4.68	PCT#2-FREON (4)
				$75.89	C.S.- PICTURES
				$3.65	HEALTH- FLASHLIGHT & BATTERIES
				$9.00	ELECTIONS-2 VIDEO TAPES
				$2.20	CO.S.-FUSES FOR AUTO
				$17.46	PCT#1-PAPER TOWELS, GREASE COUPLER
				$19.84	C.JAIL-COFFEE MAKER
7965	09/08/86	WEEKS WELDING & REPAIR	$30.50	$30.50	PCT#4-INSTALL LINKS CHAIN SAW
7966	09/08/86	WEST PUBLISHING COMPANY	$266.00	$25.00	LAW LIB.-TX LAW FINDER 1986 ED
				$26.50	LAW LIB.- FD 766
				$50.75	D.C.-TX ST-ELECTIONS 2 BKS
				$50.75	LAW LIB.-TX ST ELECTIONS 2 BKS
				$18.50	D.C.-TX R.S C 1986 PAM 2
				$36.50	LAW LIB.-TX CS 703-704
				$35.50	LAW LIB.-TX R.S C 1986 PAM 2

VOL. 21 PG. 954

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
				$26.50	LPA LIB.-FD 767
7967	09/08/86	WESTERN AUTO ASSOCIATE STORE	$8.99	$8.99	PCT#3-MAIL BOX
7968	09/08/86	WILSON DISTRIBUTING COMPANY	$418.50	$418.50	CO.BLDG.-TOWELS,SOAP,DISINFECT.ETC.
7969	09/23/86	WILSON-RILEY, INC.	$18 850.00	$9 425.00 $9,425.00	PCT#4-500 BBLS. OIL PCT#2-500 BBLS OIL
Total:			========== $489,017.02		

County Judge, Everett Dean

Commissioner Pct.#1, Gaddis Lindsey

Commissioner Pct.#3, David Loyd

Commissioner Pct.#2, J.W. Meadows

Commissioner Pct.#4, Paul Davis

VOL. 27 PG. 855

VOL. 27 PG. 956

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE August

Formal notice is hereby given that Keith Cockrell
whose principal address is Gilmer Rt 1 Box 317
does propose to place a Culvert
within the ROW of County Road Rangerville
as follows:

759549

The location and description of the proposed lines or appurtenances 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 Haddie Lindsey

TITLE [redacted] Comm.

ADDRESS /

VOL. 27 PG. 957

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE August 28, 1986

Formal notice is hereby given that Ronnie Maza
whose principal address is 6317 Key Haven, Dallas, Texas 75236
does propose to place a culvert installation
within the ROW of County Road Cottonwood Road
as follows:

298-1854

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___.

298-1854

NAME _____

TITLE _____

ADDRESS _____

VOL. 27 PG. 958

Harmony Independent School District

Route 4, Box 652
Gilmer, Texas 75644

(214) 725-5492

September 4, 1986

Mr. Paul Davis
Commissioner Precinct 4
Upshur County Courthouse
Gilmer, Texas 75644

Dear Mr. Davis:

I would like to request the construction of an all-weather school bus turnaround.

The site will be the Davidson home at Rt 7 Box 99, Armidillo Rd.

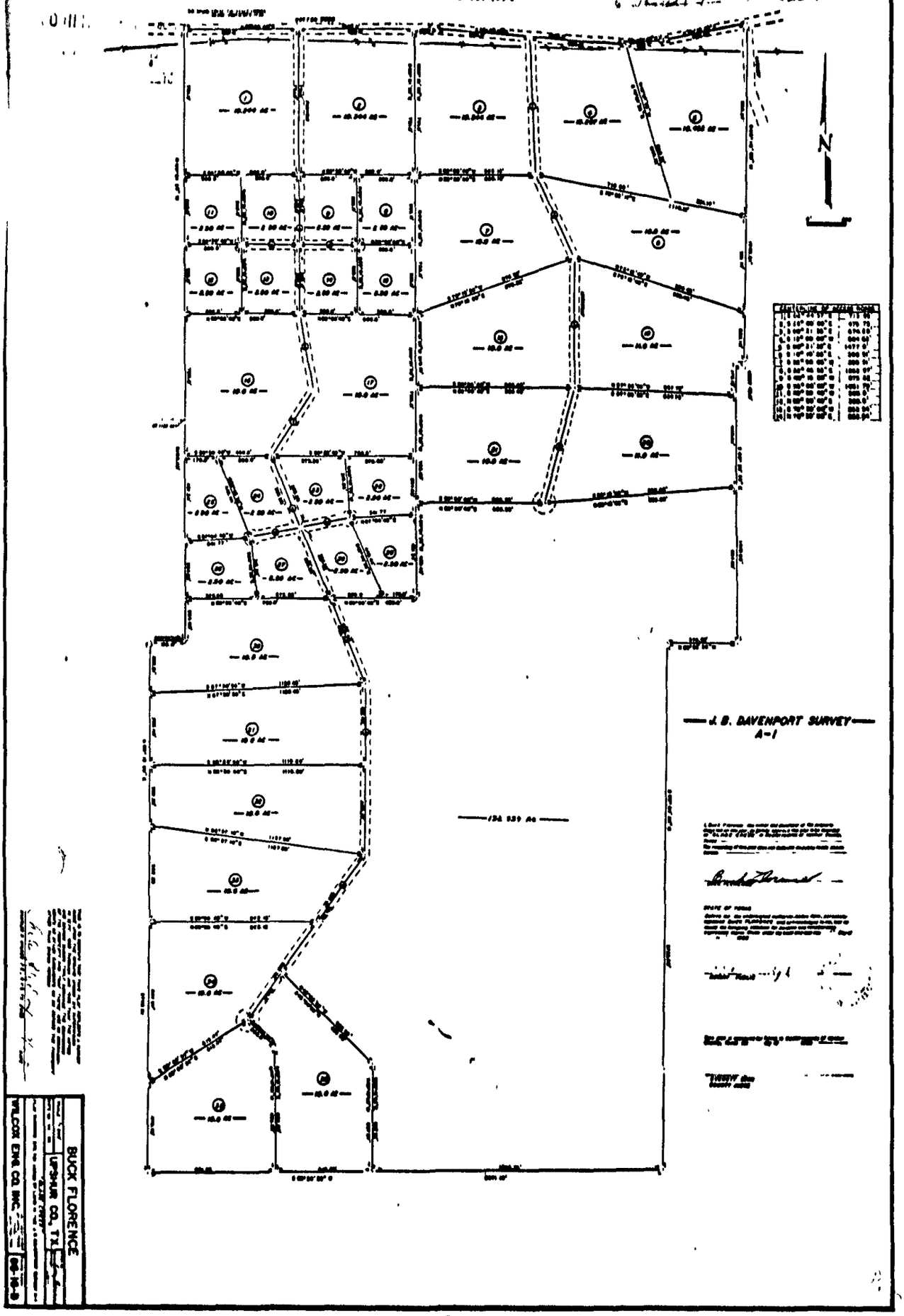
This turnaround will be used by the Harmony I.S.D. school bus No. 1 on state approved route No. 9.

Thank you,

W. E. Taylor

W. E. Taylor
Transportation Director
Harmony I.S.D.

VOL 37 PG 259 69



VOL. 27 PG. 960

State Department of Highways and Public Transportation
Form D-15-136
Page 1 of 2 Rev. 3-86

Supplemental Contractual Agreement for Right of Way Procurement

(County Form)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Contract No. _____
County Upshur
Project No. 8019-1-34
CSJ No. 1385-01-008
Account No. _____
Highway State Highway 300

This supplemental contractual agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the **State**, and Upshur County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 8 day of September, 19 86, hereinafter called the **County**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and **County** entered into contractual agreements(s) and supplemental contractual agreement(s) for procurement of right of way on the following project on the date(s) indicated:

Date(s) of Agreement(s)	Limits
10-28-68	From South City Limits of Gilmer, Southeast
01-23-78	To Gregg County Line

and, which are made a part of this instrument by reference; and

WHEREAS, the **County** has requested that they be relieved of the obligation to acquire the necessary right of way and desires the **State** to assume the acquisition responsibility; and

WHEREAS, it is mutually desired by the **County** and the **State** to modify said original contract(s) and any supplemental contract(s) implementing the terms and provisions of the original contract(s);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the above-described contract(s) are modified hereby to the extent of the manner, mode and method of the **County's** obligation to acquire the necessary right of way and receive 90% reimbursement of the cost thereof in that the **State** hereby assumes the obligation to acquire the necessary right of way and the **County** shall accomplish its obligation by contributing 10% of the cost of the right of way as hereinafter described.

The **State** is to acquire all right of way except that the **County** shall continue with its present obligations to acquire the following-described right of way:

Parcels: All between US 271 in Gilmer to approximately 3.4 miles North of FM 726

approved
9-8-86

INTERLOCAL GOVERNMENTAL AGREEMENT PURSUANT TO

ARTICLE 4413 (32c) T.C.S.

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

THIS AGREEMENT made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called UPSHUR COUNTY and the City of East Mountain, Texas, by and through its Mayor, Ralph Collins, and its City Council, hereinafter called East Mountain, subject to approval of both governmental bodies within the provisions of the Open Meeting Act and the law of the State of Texas, shall be as follows:

WITNESSETH

I.

UPSHUR COUNTY agrees to acquire by purchase or eminent domain the right of way and pay utility adjustment costs, if any. In consideration therefore USPHUR COUNTY or the State Department of Highways and Public Transportation is duly authorized to act as agent of EAST MOUNTAIN in the acquisition of said right of way within Corporation Limits by purchase and/or eminent domain proceedings and all other things necessary to comply with right of way agreements between EAST MOUNTAIN and the Texas State Department of Highways and Public Transportation and between UPSHUR COUNTY and said Department, both being made part thereof by reference, with the Corporate Limits of EAST MOUNTAIN involved being described and illustrated by Exhibit A attached hereto, by reference herein for all interests and purposes. So as to enhance health, safety and welfare to the citizens of UPSHUR COUNTY as well as EAST MOUNTAIN and the traveling public concerning the highway and tract of land described which is the concern of both UPSHUR COUNTY and EAST MOUNTAIN.

II.

For the consideration above described EAST MOUNTAIN authorizes UPSHUR COUNTY or the State Department of Highways and Public Transportation to purchase the right of way described by the shaded area adjacent to State Highway 300 as shown on Exhibit A attached hereto.

VOL 27 962

III.

EAST MOUNTAIN hereby appoints UPSHUR COUNTY, its agents, representative and assigns, as its agent and representative to purchase said right of way and grants to UPSHUR COUNTY the power of eminent domain in behalf of EAST MOUNTAIN AND EAST MOUNTAIN hereby authorizes UPSHUR COUNTY to take all lawful necessary acts to accomplish the purpose stated in this instrument.

WITNESS OUR HANDS in triplicate, either of which may be used as an original, this the 11 day of Aug. A.D., 19 82.

Everett Dean, Conty Judge, Upshur County, Texas

Gaddis Lindsey, Commissioner Prect. 1, Upshur Co., Texas

J. W. Meadows, Commissioner Prect. 2, Upshur Co., Texas

David Loyd, Commissioner Prect. 3, Upshur Co., Texas

Paul Davis, Commissioner Prect. 4, Upshur Co., Texas

ATTEST:

W. B. Hill, Jr., County Clerk,
Upshur County, Texas

Ralph Collins, Mayor, City of East Mountain, Texas

Alderman

Alderman

Alderman

Alderman

Alderman

ATTEST:

CITY SECRETARY, CITY OF EAST MOUNTAIN, TEXAS

VOL. 27 P. 963

ORDINANCE NO. 45

AN ORDINANCE FOR THE CITY OF EAST MOUNTAIN APPROVING AND AUTHORIZING THE MAYOR AND CITY COUNCILMEN TO EXECUTE FOR AND IN BEHALF OF THE CITY OF EAST MOUNTAIN, TEXAS, AN AGREEMENT BY AND BETWEEN SAID CITY AND THE COUNTY OF UPSHUR: FOR THE COUNTY OF UPSHUR OR THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION TO ACQUIRE RIGHTS OF WAY FOR AND ON BEHALF AS THE AGENT OF EAST MOUNTAIN AND SAID UPSHUR COUNTY TO PAY FOR SAID ACQUISITION DECLARED AN EMERGENCY: TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the State Department of Highways and Public Transportation has approved a project for State Highway 300 from 1.6 mile south of FM 726 to the Gregg County Line in Upshur County and part of which limits fall within the city limits of the City of East Mountain, Texas, and

WHEREAS, the said City of East Mountain is financially unable to pay for said right of way and utility adjustments, if any, expected of it, and

WHEREAS, the County of Upshur, and/or the State Department of Highways and Public Transportation acting by and through the Commissioners' Court, and acting upon the request of the City of East Mountain for assistance, has agreed to negotiate and acquire said right of way for and in behalf of the City of East Mountain and assume the financial responsibility for such acquisition, and

WHEREAS, it is of mutual benefit for the City of East Mountain and Upshur County for the safety and protection of its citizens and the traveling public that an agreement be entered into by and between the City of East Mountain and the County of Upshur for said purpose and that it is expedient that this ordinance be passed;

NOW, THEREFORE, be it ordained by the City Council of the City of East Mountain:

Section 1. That the City of East Mountain concurs and authorizes the State Department of Highways and Public Transportation to reconstruct State Highway 300 from 1.6 mile south of FM 726 to the Gregg County Line and hereby pledges the City of East Mountain's cooperation in every way with the County of Upshur.

Section 2. That the Mayor and City Council as a body are hereby authorized to execute for and on behalf of the City and that the City Secretary is hereby directed to attest to the Agreement and to affix the proper seal of the City thereto.

Section 3. That a copy of said Agreement is attached hereto and made a part hereof as though fully typed at this point.

VOL 27 : 964

Section 4. That the County of Upshur, or State Department of Highways and Public Transportation upon the execution and approval of both parties of said agreement, is hereby duly authorize to act for and on behalf of the City of East Mountain with full powers of eminent domain in the name of the City inside the city limits all according to the terms of said contract.

Section 5. The fact that the City of East Mountain is financially unable to acquire said right of way and that the County of Upshur has graciously offered to acquire it for and on behalf of East Mountain and the construction of said highway is greatly needed in order to facilitate the safe flow of traffic within the said city, creates an emergency for the immediate preservation of the public's peace, health, safety and general welfare, is hereby declared an emergency and this ordinance shall take effect immediately from and after it's passage AND IS ACCORDINGLY SO ORDAINED.

PASSED this 11 day of Aug., 19 82.

APPROVED this 11 day of Aug, 19 82.

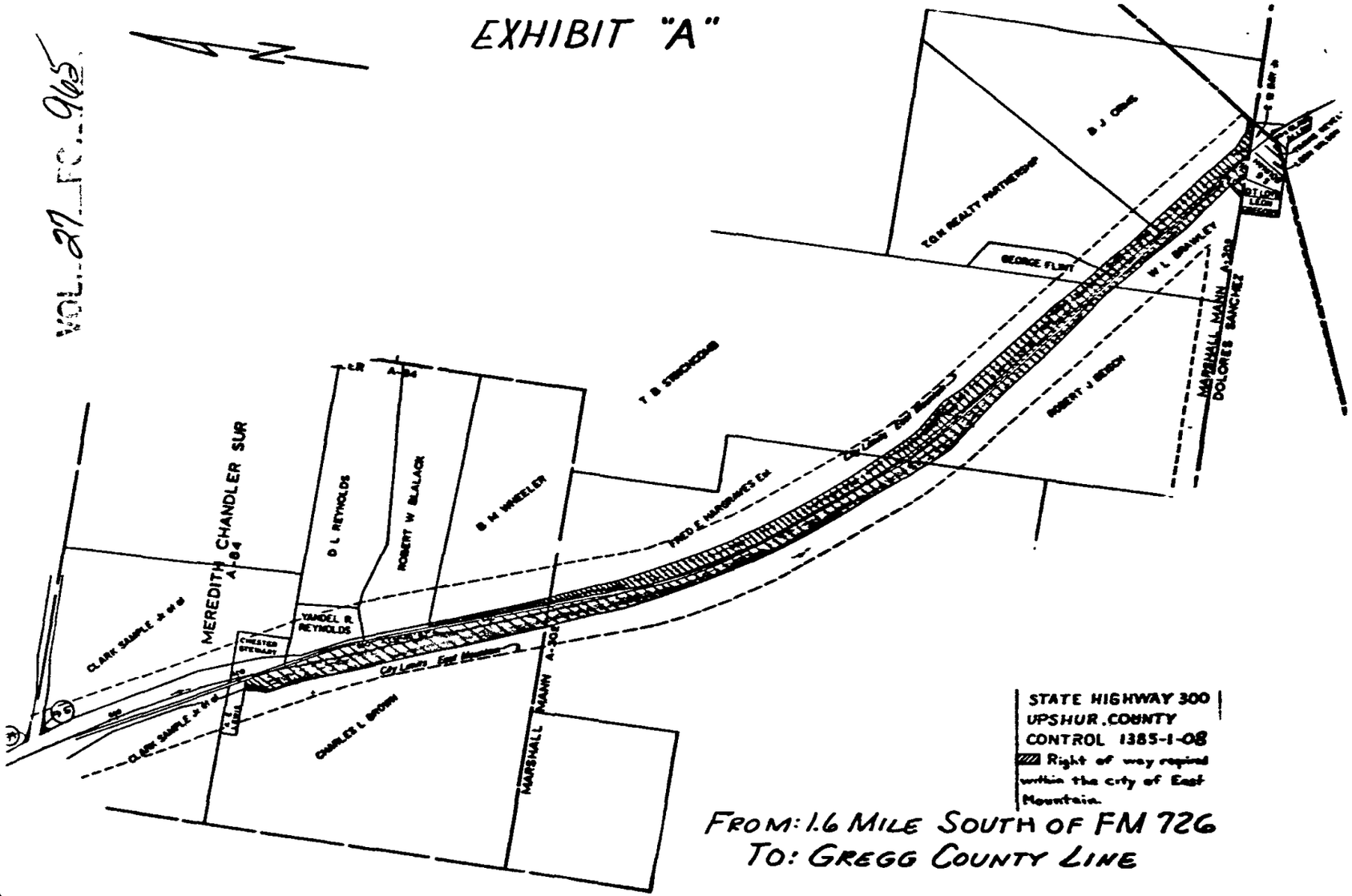
Ralph B. Collins
Ralph B. Collins
Mayor, City of East Mountain

ATTEST:

City Secretary

VOL. 27 PG. 945

EXHIBIT "A"



FROM: 1.6 MILE SOUTH OF FM 726
TO: GREGG COUNTY LINE

VC 27 966

HUNT COUNTY

Jimmy Hamilton, Co. Clerk
Ann Prince, District Clerk

August 22, 1986

TO: AREA VI COUNTY & DISTRICT CLERKS
Our next area meeting plans are:

Date:	September 12, 1986	
Place:	Holiday Inn-Southeast Crossing Intersection of Loop 323 & Hwy 110 (See map on back side) Tyler, TX. 75701 Telephone: 214-593-3600	
Time:	Registration	8:30-9:30
	Meeting	9:30-12:00
	Lunch	12:00-1:00
	Meeting	1:00-3:30
Fee:	$15.00	

Please return the enclosed registration form by September 5th to enable us to make final preparations. We welcome your suggestions or topics for discussion. Also, door prizes are enjoyed by everyone- BRING ONE IF YOU CAN !

We look forward to seeing you in Tyler.

Sincerely,

Area VI Leaders,

Jimmy Hamilton
Ann Prince

Approved per conference Sept. 8

Approved 9-8-86

VOL. 22 PG. 401

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A&M UNIVERSITY SYSTEM

certifies that

VERNON DICK

has completed with honor and distinction the

14th ANNUAL SEMINAR FOR COUNTY TREASURERS

sponsored in cooperation with the
County Treasurers' Association of Texas
and the Office of Professional Development, Texas A&M University

April 21-24, 1986
College Station, Texas

and is therefore a

CERTIFIED COUNTY TREASURER

John A. Kilmartin
Conference Chairman

Joe M. Rothe
Program Chairman

Approved 4-8-86

Texas Agricultural Extension Service
People Helping People

Jerle L Carpenter
Director, Texas Agricultural Extension Service

Rosa Lee Fuchs
President, County Treasurers' Association of Texas

VOL. 27 PG. 968

Upshur County Health Dept.

BOX 639
GILMER, TEXAS 75644

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

Re: East Texas Public Health Regional Meeting

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,

Dr. J. L. Fenlaw	Friday	$12.00
JOHNNY MILLER Inspector II Upshur County Health Department	Friday	$12.00
Jerry Waters Public Health Nurse II	Friday	$12.00
Cleo Snow Clerk II	Friday	$12.00

Approved: _____ Director
Upshur County Health Dept.

Approved
9-8-86

TO: PAYROLL DEPARTMENT VOL. 22 PG. 969

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 9/1/86 (DATE & TIME)

EMPLOYEE Zack Hughes

SOCIAL SECURITY NO 449-48-8277 CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	1,1	2,10
☐	3.35	4.51

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 David Lingl DATE 9-8-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM N Y 12010

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 9-1-86 (DATE & TIME)

EMPLOYEE DERONDA K. CAIN

SOCIAL SECURITY NO _____ CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 Vernon Vick DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM N.Y. 12010

TO: PAYROLL DEPARTMENT VOL. 27 FG. 971

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

EFFECT 9-1-86
(DATE & TIME)

EMPLOYEE BARBARA L. MOORE

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 2 YEARS
$96.00

CHANGE AUTHORIZED BY _____ DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 27 PG 442

TO: PAYROLL DEPARTMENT

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

EFFECT 9-1-86
(DATE & TIME)

EMPLOYEE MARY J SWEETSER

SOCIAL SECURITY NO _____ CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 6 YEARS $288.00

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM N Y 12010

TO: PAYROLL DEPARTMENT

VOL. 27 PG. 973

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

EFFECT 9-1-86
(DATE & TIME)

EMPLOYEE MELODY J. KEITH

SOCIAL SECURITY NO _____ CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 2 YEARS $96.00

CHANGE AUTHORIZED BY _____ DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM, N Y 12010

TO: PAYROLL DEPARTMENT

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

EFFECT 9-1-86 (DATE & TIME)

EMPLOYEE FRANK T. BLESS

SOCIAL SECURITY NO _____ CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 5 YEARS $200.00

CHANGE AUTHORIZED BY Vernon Zick DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

VOL. 27 PG. 975

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

EFFECT 9-1-86
(DATE & TIME)

EMPLOYEE KENNETH M. MAYFIELD

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 2 YEARS $96.00

CHANGE AUTHORIZED BY Vernon Wells DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 9-1-86 (DATE & TIME)

EMPLOYEE EDDIE J SMITH

SOCIAL SECURITY NO _____ CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

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 2 YEARS $96.00

CHANGE AUTHORIZED BY _____ DATE 9-3-86

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM N Y 12010

UPSHUR COUNTY TREASURER'S MONTHLY REPORT

August 1, 1986 THRU August 31, 1986

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,434,725.86	136,610.61	490,950.31	2,080,386.16	230,386.16	1,850,000.00	2,080,386.16
Insurance Account	228,072.47	27,099.50	12,077.23	243,094.84	93,094.84	150,000.00	243,094.84
Jail Construction Fund	750,688.08	6,448.24	37,854.71	719,281.61	119,281,61	600,000.00	719.281.61
TOTALS	3,413,486.51	170,158.35	540,882.25	3,042,762.61	442,762.61	2,600,000.00	3.042,762.61

Approved 9-2-86

VOL 27 PG 978

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 27 979.

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 8 day of Sept. 1986.

UPSHUR COUNTY, TEXAS

County Judge

ATTEST:

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

(Comm. Crt. Seal)

EXHIBIT A

SCHEDULE RELATING TO APPROVAL AND PAYMENT OF INVOICES WITH CLAIMS

Date: September 8, 1986

Total Amount: $ ~~28,424.50~~ 26,795.50 mw

Name of Contractor/Supplier or Vendor	Contract Identification	Statement/ Invoice Number	Statement/ Invoice Amount	Claim Number	Amount of Claim
Troy Rapp Concrete Construction	Concrete	10	5,205.60	92	5,205.60
J.D. Cooper, Inc.	Gypsum Drywall	8	4,879.30	93	4,879.30
Longhorn Cabinet Works	Millwork	4	4,301.85	94	4,301.85
Mark's Quality Tile	Tile & Marble	3	12,408.75	95	12,408.75
~~Phillips Painting~~	~~Painting~~	~~6~~	~~1,629.00~~	~~96~~	~~1,629.00~~

VOL 87 PG. 118

VOL. 27 PG. 981

BILLS APPROVED FOR PAYMENT September 8, 1986 PAGE 1 OF 1

UPSHUR COUNTY JAIL CONSTRUCTION FUND

CLAIM NO.:	PAY TO:	CLASSIFICATION:	AMOUNT:
328	Construction Supply Co.	78-775-3380	$ 26.90
329	Dubose Equipment Co.	78-775-4700	65.68
330	Byron Crook Electric	78-775-4495	1,575.00
331	J.D. Cooper	78-775-3380	75.00
332	Barbin Fence,Inc.	78-775-4495	545.50
333	Phillips Painting Contrat	78-775-4495	810.00
334	Longhorn Cabinet Works	78-775-4495	6,723.90
335	Adtec Security,Inc.	78-775-4495	25,167.50
336	Byron Crook Electric	78-775-4495	8,145.00
337	Troy Rapp Concrete	78-775-4495	14,413.00
338	East Texas Weatherproofing	78-775-4495	1,676.00
339	Kirby Restaurant Supply	78-775-4495	1,373.40

COUNTY JUDGE, EVERETT DEAN

COMMISSIONER PCT.#1, GADDIS LINDSEY

COMMISSIONER PCT.#2, J. W. MEADOWS

COMMISSIONER PCT.#3, DAVID LOYD

COMMISSIONER PCT.#4, PAUL DAVIS

VOL. 27 PG. 982

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE Sept. 8, 1986

Formal notice is hereby given that Bobby Willeford whose principal address is Rt. 5 Box 129, Gilmer, Texas c/o J. D. Willeford does propose to place a culvert installation within the ROW of County Road Bob O Link Road as follows:

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

NAME Bob Willeford

TITLE _____

ADDRESS _____

COMPLETE RELEASE AND WAIVER OF LIEN

VOL. 27 PG. 983

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 SIX HUNDRED SEVENTY-SIX AND NO/100----------($ 1,676.00----)

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

Witness: Darla Moore

Witness: Wanda Hurst

EAST TEXAS WEATHERPROOFING

(Company)

By: Joe A. Blackwell

(Signature) (Title)

7-2-86

(Date)

SWORN TO AND SUBSCRIBED before me on this the 2 day of Sept, 1986 to certify which witness my hand and seal of office.

Martha L. Smellen

Notary Public in and for Cherokee County, Texas

My Commission Expires: 4-8-89

MARTHA L. SMELLEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
4-8 1989

RECEIVED SEP - 3 1986

VOL. 27 PG. 984 **COMPLETE RELEASE AND WAIVER OF LIEN**

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:

FOUR THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 30/100---------- ($ 4,879.30--------)

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: Kenneth Cain

Witness: Jane L. Marshall

J. D. COOPER, INC.
P.O. Box 6216 - Tyler, Texas 75711
(Company)

By: J D Cooper President
(Signature) J. D. Cooper (Title)
August 25, 1986
(Date)

SWORN TO AND SUBSCRIBED before me on this the 25th day of August, 19 86 to certify which witness my hand and seal of office.

Bobby Parker
Bobby Parker
Notary Public in and for Smith County, Texas

My Commission Expires: March 8, 1989

RECEIVED AUG 2 6 1986