

**UPSHUR COUNTY COMMISSIONERS COURT**
GILMER, TEXAS

November 25, 1985

Commissioners Court met in Special Session with all members present.

Judge Dean dispensed with the reading of the minutes at this time and went into the agenda.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve Bond on Nanette Wein, County Auditor. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to approve the payroll changes (longevity) of: William Lewis Butler, James Clayton Harris of the Sheriff's Department and Glen Edward Campbell from Pct. #4. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the transfer of Myra Harris from the Auditor's Office to the Treasurer's Office. Opposing were Paul Davis, Commissioner Pct. #4 and J. W. Meadows, Commissioner Pct. #2. Judge Dean broke the tie with an aye vote. Motion carried.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve Vernon Vick, County Treasurer, as Systems Administrator for computers. Motion carried.

Motion by J. W. Meadows seconded by David Loyd to advertise for bids on copier for Commissioners Court. Motion carried.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve budget change transferring monies from the Non-departmental fund to the Treasurers Office. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve District Clerk, Horace Ray, attending Texas Conference on Vital Statistics on Dec 2-3 in Austin. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve bid received from Joe Wallis Storage Equipment Co. of Dallas for \$2,185.00 on lockers for jail. Motion carried.

Motion by David Loyd seconded by J. W. Meadows to place into Court minutes the results of the election for the Upshur County Appraisal Board. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve David Loyd and Gaddis Lindsey attending Tax Seminar in Austin on December 11-12, 1985. Motion carried.

Two bids were received on the Sheriff's cars: Yazell Chevrolet Co. for \$10,308.46 ea - total \$41,233.84 and from Long Motor Co. for \$12,223.74 ea - total \$48,894.96. Motion by David Loyd seconded by Gaddis Lindsey to accept bid from Yazell Chevrolet. Motion carried. Copies attached.

Motion by Paul Davis seconded by David Loyd to approve a Permit Application by Pritchett Water Supply to place a water line within the ROW of Arrowwood Road. Motion carried. Copy attached.

Motion by David Loyd seconded by J. W. Meadows to allow Treasurer to rent Safe Deposit Box for computer tapes. Motion carried.

Court recessed.

Court reconvened with all members present.

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

Motion by David Loyd seconded by Gaddis Lindsey to approve payment on jail bills. Motion carried. Copy attached of bills approved 11/11/85.

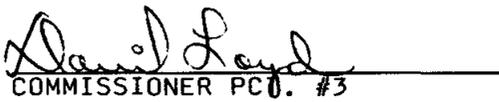
David Loyd read the minutes of the Nov. 18, 1985 meeting. He asked that a motion made concerning the purchase of tile for the State to use on intersections of county roads and state highways be rephrased to read: "Motion by David Loyd seconded by Gaddis Lindsey to adopt a policy, at the request of the State, to furnish tile to the State to install and maintain intersections of county roads and state highways." Motion by J. W. Meadows seconded by Gaddis Lindsey to approve minutes as read with rephrasing of one motion. Motion carried.

Court went into Executive Session.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3


COMMISSIONER PCT. #4

LONGEVITY RAISES EFFECTIVE

NOVEMBER PAYROLL

NAME	OCTOBER 1985 PAYROLL & LONGEVITY	LONGEVITY	YEARS	NOVEMBER 1985 PAYROLL & LONGEVITY
1. WILLIAM LEWIS BUTLER	17,775.96	48.00	3	17,823.96
2. JAMES CLAYTON HARRIS	17,727.96	48.00	2	17,775.96
3. GLENN EDWARD CAMPBELL	16,084.20	48.00	2	16,132.20

FILED
J.B. H...
COMPTON

1985 NOV 26 AM 8 14

UPSHUR COUNTY, TX.

BY _____

UPSHUR COUNTY
1985-86 BUDGET

Original

497 TREASURER	DEPARTMENT	
<u>DISBURSEMENTS</u>	<u>1984-85 BUDGET</u>	<u>1985-86 BUDGET</u>
Salaries	<u>32,600</u>	<u>34,160</u>
Benefits	<u>8,500</u>	<u>8,000</u>
Supplies	<u>1,500</u>	<u>2,000</u>
Services & Charges	<u>2,000</u>	<u>2,000</u>
Capital Outlay	<u>500</u>	<u>2,000</u>
Debt Service	<u>-0-</u>	<u>-0-</u>
TOTAL	<u>45,100</u>	<u>48,160</u>

UPSHUR COUNTY
1985-86 BUDGET

Amended

497 TREASURER	DEPARTMENT	
<u>DISBURSEMENTS</u>	<u>1984-85 BUDGET</u>	<u>1985-86 BUDGET</u>
Salaries	<u>32,600</u>	<u>46,770</u>
Benefits	<u>8,500</u>	<u>8,000</u>
Supplies	<u>1,500</u>	<u>2,000</u>
Services & Charges	<u>2,000</u>	<u>2,000</u>
Capital Outlay	<u>500</u>	<u>2,000</u>
Debt Service	<u>-0-</u>	<u>-0-</u>
TOTAL	<u>45,100</u>	<u>61,770</u>

J.G. [Signature]
COUNTY CLERK
1985 NOV 26 11 8 34
UPSHUR COUNTY
BY _____

UPSHUR COUNTY
1985-86 BUDGET *Original*

VOL. 26 PG. 479

409 NON-DEPARTMENTAL	DEPARTMENT	
<u>DISBURSEMENTS</u>	<u>1984-85 BUDGET</u>	<u>1985-86 BUDGET</u>
Salaries	-0-	-0-
Benefits	-0-	-0-
Supplies	-0-	500
Services & Charges	37,300	50,000
Capital Outlay	-0-	-0-
Debt Service	37,300	50,500
TOTAL		

UPSHUR COUNTY *1st*
1985-86 BUDGET *Amended*

409 NON-DEPARTMENTAL	DEPARTMENT	
<u>DISBURSEMENTS-</u>	<u>1984-85 BUDGET</u>	<u>1985-86 BUDGET</u>
Salaries	-0-	-0-
Benefits	-0-	-0-
Supplies	-0-	500
Services & Charges	37,300	63,610
Capital Outlay	-0-	-0-
Debt Service	-0-	-0-
TOTAL	37,300	64,110

UPSHUR COUNTY *2nd.*
1985-86 BUDGET *Amended*

409 NON-DEPARTMENTAL <u>DISBURSEMENTS-</u>	DEPARTMENT	
	<u>1984-85 BUDGET</u>	<u>1985-86 BUDGET</u>
Salaries	<u>-0-</u>	<u>-0-</u>
Benefits	<u>-0-</u>	<u>-0-</u>
Supplies	<u>-0-</u>	<u>500</u>
Services & Charges	<u>37,300</u>	<u>50,000</u>
Capital Outlay	<u>-0-</u>	<u>-0-</u>
Debt Service	<u>-0-</u>	<u>-0-</u>
TOTAL	<u>37,300</u>	<u>50,500</u>

FILED
 J.B. HUNT
 COUNTY CLERK
 1985 NOV 26 AM 8 34
 UPSHUR COUNTY
 BY _____

7
VOL. 26 PG. 481
Dec.
In Austin - 1st & 2nd

TEXAS DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
1100 West 49th Street
Austin, Texas 78756

1985 TEXAS CONFERENCE ON VITAL STATISTICS

The Thirty-first Texas Conference on Vital Statistics will be held December 2-3, 1985, at the Austin Hilton Inn, 6000 Middle Fiskville Road, Austin 78752. (Adjacent to Highland Mall).

These Conferences provide a much needed mechanism for free discussion, decision making, and cooperative action on problems and developments in the field of vital statistics. Too, they provide an opportunity for a free exchange of experiences that bring about broader areas of agreement and greater uniformity of registration practices.

Participants include local registrars of vital statistics, county judges, county clerks, district clerks, local health department personnel, and hospital personnel.

As in the past, this year's Conference will be conducted on an informal basis. Attached is a schedule of meetings and the subjects to be discussed. The new legislation and rules affecting vital statistics will be discussed in detail.

I hope your office will be represented. The names of those who will attend should be furnished me at the earliest possible date. Each person should bring his or her Vital Statistics Manual.

The Conference will meet 9-12 and 2-5 on Monday and 9-12 on Tuesday. The first general session will convene at 9:00 A.M. on Monday, December 2, in the Austin Hilton Inn. Each representative to the Conference should make his or her hotel reservation. Reservations should be made at least two weeks in advance.

October 28, 1985

W. D. Carroll

W. D. Carroll
STATE REGISTRAR

31st TEXAS CONFERENCE ON VITAL STATISTICS

Austin Hilton Inn, Austin, Texas

December 2-3, 1985

Sunday, December 1

7:30 P.M. - 10:00 P.M.	REGISTRATION	Ballroom Foyer
8:00 P.M. - 10:00 P.M.	SHOP TALK	Coronet
	*Discussion of registration problems.	

Monday, December 2

8:00 A.M. - 5:00 P.M.	REGISTRATION	Ballroom Foyer
9:00 A.M. - 9:30 A.M.	OPENING REMARKS	Tiffany West

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services and
W. D. Carroll, State Registrar

9:30 A.M. - 9:45 A.M.	COFFEE BREAK	Ballroom Foyer
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9:45 A.M. - 12:00 NOON	COUNTY JUDGES AND COUNTY CLERKS	Coronet
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*Filing delayed certificates of birth and death and amendments thereto, applications for marriage license, declarations and registrations of informal marriage, and lay midwifery program.

DISTRICT CLERKS	Forum
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*Adoptions, legitimations, paternity determinations, legal changes of name, and reports of divorce or annulment of marriage.

LOCAL REGISTRARS AND HOSPITAL REPRESENTATIVES	Crown West
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*Completion and filing of certificates of birth, death, and fetal death.

12:00 NOON - 2:00 P.M.	LUNCH
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*Primary subjects.

2:00 P.M. - 3:00 P.M. GENERAL SESSION Tiffany

*Filing amendments to certificates of birth and death, filing new certificates based upon adoption, legitimation, and paternity determination, and filing systems.

CAUSE OF DEATH CODING AND STATISTICAL REPORTS Forum

*Discussion of (1) rules governing the coding of underlying causes of death in accordance with the International Classification of Diseases, 9th Revision (ICD-9), and (2) preparation of statistical reports.

3:00 P.M. - 3:15 P.M. COFFEE BREAK Ballroom Foyer

3:15 P.M. - 5:00 P.M. GENERAL SESSION Tiffany West

*New vital statistics legislation and rules and fraud associated with vital records.

8:00 P.M. - 10:00 P.M. SHOP TALK Emerald/Sapphire

*Discussion of registration problems.

Tuesday, December 3

8:00 A.M. - 9:00 A.M. REGISTRATION Ballroom Foyer

9:00 A.M. - 10:00 A.M. GENERAL SESSION Tiffany West

*Discussion of questions and comments relating to vital statistics.

10:00 A.M. - 10:15 A.M. COFFEE BREAK Ballroom Foyer

10:15 A.M. - 12:00 NOON GENERAL SESSION Tiffany West

*Continuation of discussion.

12:00 NOON ADJOURNMENT

FILED
J.B. HILL, JR.
CO

1955 NOV 26 11 8 31

UPSL: R U

BY _____

*Primary subjects.

VOL. 24 PG. 484



J. B. HILL, JR.
COUNTY CLERK
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

November 18, 1985

Dear Sirs:

Enclosed you will find the returns for the Appraisal Board of Directors.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. B. Hill, Jr.".

J. B. Hill, Jr.

JBH:je

encl.

J.B. HILL, JR.
CCU
1985 NOV 26 PM 8 33
UPSHUR
BY _____



YAZELL CHEVROLET - OLDSMOBILE, INC.

701 SOUTH WOOD STREET
GILMER, TEXAS 75644

843-2561



PURCHASER'S NAME UPshur County SOC. SEC. NO. _____ DATE 11/12/85
 PURCHASER'S ADDRESS _____ AGE _____ RESIDENCE PHONE _____
 CITY, STATE & ZIP Gilmer Texas BUSINESS PHONE _____

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW USED CAR TRUCK STOCK NO. _____

YEAR 86 MAKE Chev MILEAGE _____
 MODEL OR SERIES 1B269 BODY TYPE 4 door
 COLOR SOLID TRIM VINYL
 M.V.I. OR SER. NO. _____ ENG. TYPE 350V8
 TO BE DELIVERED ON OR ABOUT _____ SALESMAN Roy Owens

CASH DELIVERED PRICE OF VEHICLE \$ _____

1986 Chev CAPRICE 4 door
SEDAN.
 ACCESSORIES Belt Buckle
Police Package = (2) units
Auto TRANS. w/OVER DRIVE
Power Door Locks.
Gauge Package
AIR COND.
Power STG + Power BRAKES
DUAL MIRRORS
Elect. Clck.
Post. TRAK REAR AXLE
FABRIC RADIAL TIRES - (5)
CALIBRATED SPEEDOMETER
SPOT LAMP
AM/FM RADIO
TRANS. Cooler.

DUAL EXHAUST NOT AVAILABLE

WARRANTY DISCLAIMER

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

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

YEAR _____ MAKE OF TRADE-IN _____
 MODEL OR SERIES _____ BODY TYPE _____
 COLOR _____ TRIM _____
 M.V.I. OR SER. NO. _____ ENG. TYPE _____

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

BALANCE OWED TO

ADDRESS _____

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

Cash Price of Vehicle & Accessories <u>each</u>	\$ <u>10308.46</u>
STATE AND LOCAL TAXES	_____
License, License Transfer, Title, Registration Fee	_____
TOTAL PRICE OF UNIT <u>each</u>	\$ <u>10308.46</u>
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ _____
UNPAID CASH BALANCE DUE ON DELIVERY <u>each</u>	\$ <u>10308.42</u>

MEMO: _____

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

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

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

AFFIDAVIT TO
UPSHUR COUNTY

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

Name of Bidder Long Motor Co., Inc.

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

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

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

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 12th day of November, 1985, personally appeared Ray Alexander who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Claudine Bowden
Notary Public in and for Upshur County, Texas
My commission expires 6-30-88

Note: Bids not notarized will not be considered.

J.R. Hill
CO...
1985 NOV 26 AM 8 34
UPSHUR COUNTY, TX.
BY _____



Long Motor Company, Inc.

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

November 15, 1985

Upshur County
Gilmer, Texas 75644

Attn: Everett Dean, Upshur County Judge

Gentlemen:

Please consider our bid on the following:

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

Approximate delivery date--105 days.

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

Thank you.

Q35 NOV 20 1985

UPSHUR COUNTY, TX.

BY _____

Sincerely,

Ray Alexander
Vice President

RA/cb

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE 11-18-85

Formal notice is hereby given that PRITCHETT WATER SUPPLY
whose principal address is P. O. Box 567- Gilmer, Tex. 75644
does propose to place a Water Line
within the ROW of County Road Arrowood
as follows: To extend the existing 1 1/4 in. water line with a 1-in.
PVC 700 ft. from existing line for Don Meador.

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 1st day of December, 19 85.

NAME *J. K. Gage*

TITLE Operator

ADDRESS Rt. 2 Box 813
Big Sandy, Texas 75755

Approved
11-25-85

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N

E

Proposed
EXT.

Don
Meadow
Line
700 FT

1/4 LINE

LINE

STATE 154

Alderwood Rd

SPATLES

EXISTING

WATER

Hwy 49

S

W

VOL. 216 PG. 491

THE SOFTWARE GROUP, INC.

Disbursements Made from 11/19/85 thru 11/25/85

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
3054	11/19/85	GARTH COCKERELL	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3055	11/19/85	FRANK FORD	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3056	11/19/85	RUBY ALLEN	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3057	11/19/85	FLOYD WALKER	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3058	11/19/85	JACKIE V. STEVENS	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3059	11/19/85	DWAYNE GARDNER	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3060	11/19/85	SIDNEY MOUGHON	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3061	11/19/85	EVELYN MIDDLETON	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3062	11/19/85	SHERWIN YOCUM	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3063	11/19/85	GARLAND MONK	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3064	11/19/85	MAVIS DACUS	\$6.00	\$6.00	D. CT. - 1 DAY JURY SERVICE
3070	11/25/85	WEST SIDE FURNITURE	\$2.37	\$2.37	CO. BLDGS. -3 KEYS
3071	11/25/85	PERRY BROTHER'S, INC.	\$5.86	\$5.86	D. CLK. -PEN, NOTEBOOK, & NOTEBOOK PAPER
3072	11/25/85	DALE JEWKES	\$7.75	\$7.75	CO. S. -INSPECTION STICKER - #201
3073	11/25/85	NOBLES REFRIGERATION & AIR CON	\$15.00	\$10.00 \$5.00	OVERPAYMENT ON CASE #408-85 OVERPAYMENT ON #406-85 BARBARA PUTNEY
3074	11/25/85	MICHEAL J. STRONG	\$15.00	\$15.00	CITATION SERV. -CASE # 408-85
3075	11/25/85	KEITH BARBER	\$16.40	\$16.40	CO. AUD. -TAC INS. MEET. -TYLER, 11/12/85
3076	11/25/85	BOBBY WEAVER, SHERIFF	\$20.00	\$20.00	CIT. SERV. -D. #406-85 BARBARA PUTNEY
3077	11/25/85	100000 AUTO PARTS #42	\$22.49	\$22.49	PCT#1-BODY FILLER, ZELON, 3M-BROWN TRUCK
3078	11/25/85	DON'S MINI STORAGE	\$23.00	\$23.00	CO. S. -RENT ST. BLDG #19 10/26-11/26/85
3079	11/25/85	TIM CONE	\$25.00	\$25.00	NOVEMBER/85 LAW LIBRARY FEE
3080	11/25/85	THE UNIVERSITY OF TEXAS	\$25.00	\$25.00	INDIGENT-REIMB. FOR MONEY ADVANCED
3081	11/25/85	R.C. WOOD COMPANY, INC.	\$26.67	\$26.67	AD. PROB. -OFFICE SUPPLIES
3082	11/25/85	V. W. EIMICKE ASSOCIATES, INC.	\$27.67	\$27.67	CO. S. -100 EMPLOYEE ATTENDANCE CARDS
3083	11/25/85	MORACE RAY	\$34.40	\$34.40	D. CLK. -REG. FEE/D. & CO. CLK. MEET, 11/13/85

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
3084	11/25/85	VERNON VICK	\$40.00	\$20.00 \$20.00	CO. TR. -TAC. INS. MEET. -TYLER, 11/12/85 REIMB. -INDIGENT TRAVEL EXPENSES
3085	11/25/85	CYNTHIA SHATTLES	\$44.62	\$44.62	EXT. SERV. -MATERIAL/CHRISTMAS PROGRAM
3086	11/25/85	TELETOUCH CORPORATION	\$45.00	\$45.00	CO. S. #208-REPAIR R.F. PRESELECTOR
3087	11/25/85	BILLY GIBBONS	\$56.00	\$56.00	PCT#4-14 LOADS @4.00(EA)
3088	11/25/85	NOW CARE CENTER	\$57.00	\$57.00	JAIL-MEDICAL TOMMIE SMITH
3089	11/25/85	EVERETT DEAN	\$60.00	\$30.00 \$30.00	COM. CT. -BOWIE CO. AREA TREAS. MEET. COMM. CT. -HUDCO DIR. MT. 11-19-85 DEAN&LINDSEY
3090	11/25/85	RON'S TIRE SERVICE	\$61.20	\$45.70 \$15.50	PCT#1- 3 FLATS, 2 BOOTS, 1 TUBE PCT#1-1 BACK HOE FLAT, 1 BOOT
3091	11/25/85	WALMART STORE #146	\$78.93	\$51.76 \$27.17	LIB. -10 ASSORTED SIZES TRASH CANS CO. S. -FILMS & PICTURES
3092	11/25/85	HANK'S FRAME & WHEEL SERVICE	\$79.42	\$79.42	PCT#1-ALIGN F.END, REP.SHAFT/81 CHEVY
3093	11/25/85	H & D TIRE & AUTOMOTIVE	\$86.63	\$26.00 \$30.21 \$30.42	PCT#1-DRAIN PLUGS FOR SHOP PCT#1-DRAIN PLUGS FOR SHOP PCT#1-MUD FLAPS, GSKT FOR BROWN TRUCK
3094	11/25/85	HOLMES CONCRETE PIPE	\$94.05	\$24.00 \$70.05	PCT#2- 2 12" ROAD TILES PCT#2-3-18X36 & 1-15" ROAD TILES
3095	11/25/85	GASTEL TURNER	\$100.00	\$100.00	NOVEMBER/85 OFFICE EXPENSE
3096	11/25/85	PHILLIPS PETROLEUM COMPANY	\$115.90	\$115.90	CO. S. -GASOLINE
3097	11/25/85	UPSHUR-RURAL ELECTRIC COOP., C	\$126.80	\$40.55 \$21.02 \$57.76 \$7.47	PCT#1-#31885226 11/04/85 BILLING PCT#3-#902475306 11/04/85 BILLING W.MT. -#157460538 11/04/85 BILLING LAYFAYETTE-#505279486 11/20/85 BILL
3098	11/25/85	DESK TOP & DATA SUPPLY	\$130.52	\$19.50 \$37.48 \$18.60 \$21.55 \$17.44 \$15.95	TAX.OFF. -1 DOZ. CALC. RIBBON CO. CLK. -STAPLES, POST BINDERS LIBRARY-STAPLER & STAPLES CO. CLK. -LEDGER SHEETS PCT.#1-1 ROLODEX FILE CO. CLK. -HOLE PLNCH
3099	11/25/85	GERALDINE WATERS	\$137.50	\$137.50	NOVEMBER/85 TRAVEL EXPENSE
3100	11/25/85	VIRGIL E. MULANAX	\$150.00	\$150.00	NOVEMBER/85 JLV. BOARD FEE
3101	11/25/85	ESCO ELEVATORS, INC.	\$158.27	\$158.27	CO. BLDGS. -ELEVATOR SERVICE/NOV.'85

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Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements Made from 11/19/85 thru 11/25/85

PAGE 3

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3102	11/25/85	THE SOFTWARE GROUP	\$160.50	\$112.50 \$48.00	AD. PROB. - SOFTWARE MAINTENANCE 10-12/85 D. CLK. - PETIT JURORS AVAILABLE REPORT
3103	11/25/85	WHITE'S HOME & AUTO STORE	\$162.36	\$162.36	CO. BLDGS. - ANTI-FREEZE, ROLLER REFILLS
3104	11/25/85	MED SHOP PHARMACY	\$163.96	\$56.10 \$10.50 \$24.84 \$10.03 \$62.49	HEALTH DEPT. - INST. CAMERA #940 D. A. - PHOTO PROCESSING INDIGENT-MEDICAL, LINDA PARKER INDIGENT-MEDICAL EDDIE ARNOLD INDIGENT-MEDICAL MANCY ELLIS
3105	11/25/85	DISCOUNT AUTO PARTS & TIRES	\$186.70	\$12.10 \$42.00 \$24.50 \$26.88 \$31.30 \$49.95	CO. S. - VAC. SWITCH, GASKETS CO. S. #215 - REPLACE VALVE COVER GSKTS CO. S. #201 - TUNE ENGINE, OIL FILTER CO. S. #201 - AIR & GAS FILTERS, BREATHERS PCT #1-1 HEATER CORE ON TRUCK CO. S. #203-1 CHLORIDE BATTERY
3106	11/25/85	HOWARD CLIFTON	\$210.00	\$210.00	NOVEMBER/85 OFFICE EXPENSE
3107	11/25/85	R.E. "BOB" CROWDER	\$210.00	\$210.00	NOVEMBER/85 OFFICE EXPENSE
3108	11/25/85	W. S. CHASTEEN	\$210.00	\$210.00	NOVEMBER/85 OFFICE EXPENSES
3109	11/25/85	CLARKE & COURTS, INC.	\$215.45	\$215.45	CO. CLK. - 7 BOOKS/CAPIAS FORMS
3110	11/25/85	ARKLA GAS	\$218.34	\$4.75 \$36.98 \$20.61 \$143.21 \$4.79	PCT #4 - #1220704224008 11/14/85 BILLING LIB. - #1220708193001 11/15/85 #1220708193506 - NEW CO. LIBRARY CO. BLDGS. - #1520708296005 11/19/85 BILL O. C. CT. HOUSE - #1720705060005
3111	11/25/85	MICHAEL D. MARTIN	\$230.00	\$130.00 \$50.00 \$50.00	D. CT. - #J-9-85, T. S. CO. CT. - #4030 ELLEN JOSEPHINE BURGESS CO. CT. - #4031 ELLA MAE JONES
3112	11/25/85	TEXACO INC.	\$238.33	\$238.33	C. S. - GASOLINE, OIL, FILTERS, WASH
3113	11/25/85	UPSHUR COUNTY	\$239.00	\$239.00	CVCF QTRLY REPORT, QTR. ENDING 8/31/85
3114	11/25/85	CYNTHIA SHATTLES	\$240.00	\$240.00	NOVEMBER/85 TRAVEL EXPENSE
3115	11/25/85	JEROME NICKERSON	\$240.00	\$240.00	NOVEMBER/85 TRAVEL EXPENSE
3116	11/25/85	SANDY LIVENGOOD	\$250.00	\$250.00	D. CT. - #9453 TOMMY MCFADDEN
3117	11/25/85	VINGO FOODS	\$255.08	\$255.08	CO. JAIL - FOOD
3118	11/25/85	HENRY T. THREADGILL	\$265.00	\$265.00	NOVEMBER/85 TRAVEL EXPENSE
3119	11/25/85	ODELL GAGE	\$292.00	\$292.00	PCT #3 - 146 LOADS OIL/DIRT @ \$2/LOAD

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM
 Minutes of Accounts Approved
 Disbursements Made from 11/19/85 thru 11/25/85

25 NOV 1985

THE SOFTWARE GROUP, INC.

PAGE 4

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
3120	11/25/85	W. V. RAY	\$300.00	\$300.00	NOVEMBER/85 TRAVEL EXPENSE
3121	11/25/85	JOHNNY MILLER	\$302.50	\$302.50	NOVEMBER/85 TRAVEL EXPENSE
3122	11/25/85	CHARLES SEAHORN	\$315.00	\$315.00	NOVEMBER/85 TRAVEL EXPENSE
3123	11/25/85	ONIE HOLT, JR.	\$315.00	\$315.00	NOVEMBER/85 TRAVEL EXPENSE
3124	11/25/85	STANLEY JENKINS	\$315.00	\$315.00	NOVEMBER/85 TRAVEL EXPENSE
3125	11/25/85	GENERAL TELEPHONE COMPANY	\$362.90	\$104.45 \$209.50 \$48.95	D. CT. -#843-2836 11/10/85 BILLING CO. S. -#843-2541 11/10/85 BILLING CO. S. -#843-2542 11/10/85 BILLING
3126	11/25/85	ECONOMY AUTO SUPPLY, INC.	\$369.00	\$25.23 \$25.44 \$22.00 \$3.04 \$19.08 \$6.92 \$28.14 \$30.44 \$15.86 \$70.58 \$23.56 \$18.24 \$10.17 \$23.92 \$47.18	PCT#4-PRESS BEARING/BOOM AXE PCT#4-WIRE WHEEL, WD-40, PENET. OIL, SHCP PCT#4-GRINDING ROCK FGR SHOP PCT#3- BLEEDER SCREWS PCT#4-HYD. HOSES & FITTINGS, BACK HOE PCT#4-NUTS, BOLTS, THREAD REP. & BRAKE KITS PCT#4-SLEEVES, HYD. HOSE PCT#4-HYD. HOSES & FITTINGS, CAT GRADER PCT#4-STARTING FLUID, OIL FOR SHOP PCT#3-YOKE, COND., NUTS, BOLTS, U-JOINT PCT#3-BENDIX, WIRE (3) PCT34-OIL/FORD TRACTOR #570A PCT#3-IGN. SWITCH, KEYS-DODGE #3 PCT#3- PCT#1-PARTS FOR HOSES ON TRUCKS
3127	11/25/85	WILSON DISTRIBUTING COMPANY	\$412.23	\$412.23	CO. BLDGS. -BOWL BLOCKS, DUST PANS, ETC.
3128	11/25/85	BOBBY BARTON	\$480.00	\$480.00	NOVEMBER/85 TRAVEL EXPENSE
3129	11/25/85	LONG MOTOR COMPANY, INC.	\$531.37	\$12.20 \$53.88 \$63.61 \$29.28 \$1.60 \$51.80 \$86.86 \$2.46 \$29.63 \$3.24 \$16.38 \$3.64 \$22.38 \$154.41	PCT#4- 6 WASHER SOLVENT PCT#2-1 SWITCH, WIRING 75 FORD DUMP PCT#3-1 BEARING, 1 CLUTCH/FORD OIL TRK. PCT#3-1 PLATE/FORD OIL TRUCK PCT#4- 1 WASHER FOR BOOM AXE PCT#2-4 SHOES, 4 GSKTS, 1 SPRING/75 DUMP PCT#4-1 BOOSTER, 2 FILTERS PCT#1-1 GASKETS/FORD 85 DUMP TRUCK PCT#3-1 WHEEL CYLINDER/#1 FORD DUMP PCT#3-1 SPRING PCT#2-2 VALVES, 2 FILTERS/84&85 DUMP PCT#3-1 RESISTOR PCT#2-2 AIR FILTERS/83&85 FORD DUMPS PCT#2-1 GSKT, 1 SEAL, 4 CYL. /75 FD DUMP
3130	11/25/85	J. L. FENLAW, M. D.	\$569.00	\$569.00	NOVEMBER/85 HEALTH UNIT DIR. EXPENSES

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Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3131	11/25/85	WEST PUBLISHING COMPANY	\$667.25	\$26.50	LAW LIB.-FD 763
				\$14.00	CO.CT.-TX FAMILY CD 85 PAM
				\$14.00	CO.CT.- TX PEN CODE 1985 PAM
				\$26.50	LAW LIB.-FD 763
				\$27.00	JUV.PROB.-PUBLICATIONS
				\$283.50	TX FAMILY CODE '85 PAMLET
				\$31.25	LAW LIB.-TX CS 687-688
				\$13.50	AD.PROB.-WEST'S TEXAS FAMILY CODE
				\$26.50	LAW LIB.-FD 764
				\$18.00	J.P.#1-WEST'S TX CRIM. PROC. CODE
				\$14.00	J.P.#1-TX PEN CODE 1985 PAMLET
				\$26.50	LAW LIB.- FD 765
				\$146.00	D.CT.-TX PR VOL 30,31, & 32
3132	11/25/85	GOODYEAR AUTO SERVICE CENTER	\$668.21	\$201.86	PCT#1-3 TIRES, 2 TUBES, INSPECTION
				\$466.35	PCT#1-5 MUDGRIPS/2 '85 FORD'S
3133	11/25/85	CONSTRUCTION SUPPLY COMPANY, I	\$749.88	\$196.00	CO.BLDGS.-CEILING TILE FOR COURTHOUSE
				\$500.28	CO.BLDGS.-PLUMBING SUPPLIES
				\$13.20	CO.BLDGS.-PLUMBING SUPPLIES
				\$36.90	PCT#1-2 EACH/SLEDGE, AXE, SHOVEL HANDLES
				\$3.50	PCT#1-2 HASPS/BROWN TRUCKS
3134	11/25/85	CITY OF GILMER	\$788.36	\$117.84	PORTER BLDG. OCT. & NOV. '85
				\$637.44	CT. HOUSE-#1-027400
				\$33.08	ROCK BLDG.-#1-34500
3135	11/25/85	POSTMASTER	\$1,000.00	\$1,000.00	CO. CLK. -POSTAGE
3136	11/25/85	SOUTHWESTERN ELECTRIC POWER CO	\$1,567.35	\$12.40	PORTER BLDG. #076309077022
				\$108.95	CO.BLDGS.-#016301282014 11/4/85 BILL
				\$22.64	PORTER BLDG.-#076309077022, 11/12/85
				\$284.17	ROCK BLDG. #086310042022
				\$962.40	NEW CO. LIB. #086310192512
				\$43.30	ROCK BLDG. #086310041016
				\$133.49	OLD CO. LIB. #286310192017
3137	11/25/85	DARR EQUIPMENT COMPANY	\$2,057.50	\$2,057.50	NOV. PAYMENT-A#795600, S#61M09913
3138	11/25/85	CAREY WILLIAMSON, ATT.	\$2,076.93	\$2,076.93	OCTOBER '85 DELINQUENT TAXES
3139	11/25/85	STATE TREASURER	\$2,151.00	\$2,151.00	CVCF QRTLY REPORT, QTR. ENDING 8/31/85
3140	11/25/85	KINDLE, STONE & ASSOC., INC.	\$2,500.00	\$2,500.00	PCT#1,2,3,4-SURVEY OF COUNTY ROADS
3141	11/25/85	GILMER NATIONAL BANK	\$3,327.52	\$3,327.52	NOVEMBER PAYMENT-TELEPHONE & COMPUTER
3142	11/25/85	UPSHUR CO. JAIL CONSTRUCTION F	\$4,013.51	\$4,013.51	SERIES 85B CERT.OBLIG.-TRANSFER
3143	11/25/85	HERBERT L. YOUNG	\$7,496.02	\$1,532.35	GAS & DIESEL

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
				\$2,156.45	PCT#4-GASOLINE, DIESEL
				\$121.86	PCT#4-HARMONY 46 (3), (3) UNIV. TR. FLUID
				\$43.44	PCT#4-UNIVERSAL TRACTOR FLUID(2)
				\$126.48	PCT#4-UNIV. TR. FLUID, HARMONY 46, MPG
				\$81.24	PCT#4-HARMONY 46, UN. TR. FLUID,
				\$1,335.35	GAS, DIESEL, & OIL
				\$1,862.60	GAS & DIESEL
				\$236.25	PCT#1-UNIV. TRACTOR FLUID, GS 2
Total:				\$39,277.53	

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct. #1, Gaddis Lindsey

David Loyd
Commissioner Pct. #3, David Loyd

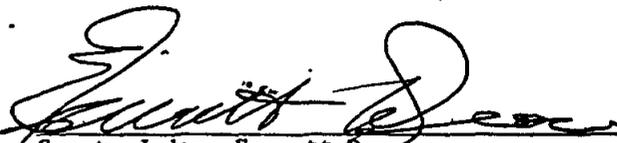
J. W. Meadows
Commissioner Pct. #2, J. W. Meadows

Paul Davis
Commissioner Pct. #4, Paul Davis

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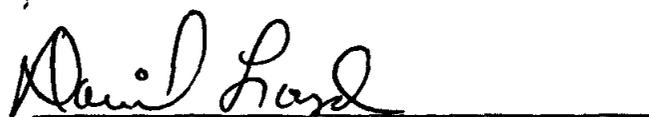
UPSHUR CO. JAIL CONSTRUCTION FUND

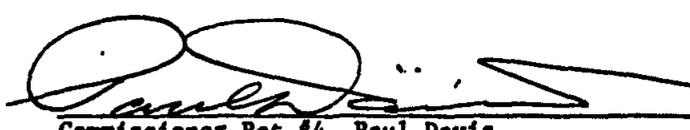
<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
103	Industrial Metal Fabricators, Inc.	78-775-4495	\$ 9,520.00
104	Byron Crook Electric Co., Inc.	78-775-4495	4,770.00
105	Adtec Security, Inc.	78-775-4495	13,995.00
106	Rush Construction Co. Inc.	78-775-4495	4,500.00
107	Mosby Mechanical Co., Inc.	78-775-4495	14,040.00
108	Brown's Windsor Door Sales, Inc.	78-775-4495	5,403.37
109	Universal Crane & Construction	78-775-4495	7,580.00
110	Byron Crook Electric Co., Inc.	78-775-4495	2,610.00
111	Gilmer Seed & Feed	78-775-3380	13.98
112	Troy Rapp Concrete Construction	78-775-4495	70,814.70
113	East Texas Testing Laboratory Inc.	78-775-4495	971.00
114	City of Gilmer	78-775-4310	71.47


 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

FILED
 J.B. HULL, JR.
 COUNTY CLERK
 1985 NOV 25 11:35 AM
 UPSHUR COUNTY, TEXAS
 BY _____

OATH OF OFFICE

I, Nanette Wein, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Auditor, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Nanette Wein

Sworn to and subscribed before me at Gilmer, Texas, this 15 day of November, 19 85.



BOBBIE HANKINS
Notary Public, State of Texas
My Commission Expires 2-28-88

Bobbie Hankins
Bobbie Hankins, Notary Public in and for
The State of Texas

THIS INSTRUMENT SHOULD HAVE BEEN IN THE NOV. 18, 1985
MINUTES BUT WAS NOT RECEIVED UNTIL NOV. 25, 1985.

FILED
J.D. HILL, JR.
COUNTY CLERK

J.D. Hill, Jr.
J.D. Hill, Jr., County Clerk

1985 NOV 25 PM 4:24

LPS:LM

BY _____

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

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

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set at an amount not more than that paid the County Tax Assessor-Collector per year and has been approved by the Commissioner's Court for that amount;

NOW, therefore, I, Virgil Mulanax, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby appoint Nanette R. Wein, a qualified person and citizen of Upshur County, Texas, as County Auditor of Upshur County, Texas; and she shall, before entering upon the duties of said office, take and subscribe the oaths prescribed by law, as set forth in Article 1649, Revised Civil Statutes of Texas, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof for the remainder of the two year period which began October 1, 1984 and ends September 30, 1986, under this appointment and until her successor shall be duly appointed and qualified.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Nanette R. Wein, shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting her duties and tenure of office.

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

WITNESS MY HAND at Gilmer, Texas, this the 15 day of November, 1985.

FILED
NOV 15 AM 8 20
HORACE A. RAY
DISTRICT CLERK
UPSHUR COUNTY

FILED
J.D. MULANAX
CO. 115
1985 NOV 25 PM 4:28
UPSHUR COUNTY
VIRGIL MULANAX, JUDGE
115th District Court
Upshur County, Texas

BY _____
THIS INSTRUMENT SHOULD HAVE BEEN RECEIVED IN THE NOV. 18, 1985 MINUTES BUT WAS NOT RECEIVED UNTIL NOV. 25, 1985.
A CERTIFIED COPY
ATTEST: HORACE A. RAY
District Clerk, Upshur County
Nov. 15, 1985
BY Horace A. Ray
Deputy

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

Lump Sum Subcontract Agreement

This Agreement made this 25 day of November, 19 85, by and between 75243 Joe Wallis Storage Equipment Company, 13773 N. Central Expwy., Suite 1320, Dallas, Texas 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 hereinafter called Owner, for The Commissioners Court of Upshur County, Texas hereinafter called Owner, in accordance with the General Conditions, Special Conditions and Supplementary General Conditions of the contract and in accordance with the drawings and specifications prepared by Hobbs, Wiginton & Fawcett hereinafter called the Architect; all of which General Conditions, Special Conditions, Supplementary General Conditions, drawings and specifications (hereinafter referred to as "Contract Documents"), form a part of this Agreement between the Subcontractor and the Owner.

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

SECTION 10500 - Lockers

F.O.B. Job Site

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

* Delivered Only. (max)

3. The Contract Price to be paid by the Owner to Subcontractor shall be:

* Two thousand one hundred eighty-five and no/100 (\$2,185.00) subject, however, to additions and/or deductions as provided in this Subcontract. On or about the twenty-fifth of each month, Subcontractor shall submit to the Owner in the form required, a written requisition for payment showing the aggregate value of the work performed (and materials suitably stored), through the last day of the preceding month from which there shall be deducted retainage of ten percent (10 %) or such aggregate value, all previous payments made under prior requisitions, the aggregate amount of all payments made by the Owner to others on behalf of Subcontractor and all other amounts which the Owner is entitled to retain, subject to approval by the Owner and the Architect of the amount of the valuation of the work stated in each requisition. The Owner shall pay Subcontractor the amount of the approved value of the work less the amount deducted therefrom as provided above. The Owner may withhold payments due Subcontractor pending determination by the Owner of the proper application of all previous partial payments and Subcontractor agrees to render all necessary assistance to Owner in making such determination. Prior to its first monthly requisition, Subcontractor shall submit a detailed estimate breakdown showing the subdivision of the contract price into its various parts to be used for checking Subcontractor's monthly requisition for payment. This estimate breakdown shall be subject to the Owner and Architect's approval. The balance of the contract price shall be paid to Subcontractor upon (a) satisfactory completion of all of Subcontractor's work, (b) acceptance thereof by the Owner, (c) furnishing to the Owner satisfactory evidence that all labor and material accounts of Subcontractor have been paid in full. Subcontractor agrees to hold all payments received hereunder as a trust fund for the payment of all obligations incurred by Subcontractor in connection with the work. No payment to Subcontractor shall operate as an approval of Subcontractor's work or materials, or any part thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner:

JOE WALLIS STORAGE EQUIPMENT COMPANY, INC.

By

Subcontractor

J. B. Hill, Jr., County Clerk

By Frank G. Puchotpa SECRETARY
Name Title

Everett Dean, County Judge

Gaddis Lindsey, Commissioner 1

J. W. Meadows, Commissioner 2

David Loyd, Commissioner 3

Paul Davis, Commissioner 4



CONTRACT #10500*
(Non-Bonded)

Lump Sum Subcontract Agreement

This Agreement made this 25 day of November, 19 85, by and between Joe Wallis Storage Equipment Company, 13773 N. Central Expwy., Suite 1320, Dallas, Texas 75243 hereinafter called Subcontractor and The Upshur County Commissioners Court, Gilmer, Texas, hereinafter called the Owner.

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

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

SECTION 10500 - Lockers

F.O.B. Job Site

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

DELIVERED ONLY

3. The Contract Price to be paid by the Owner to Subcontractor shall be: Two Thousand One Hundred Eight-Five and No/100----- (\$ 2,185.00) subject, however, to additions and/or deductions as provided in this Subcontract. On or about the twenty-fifth of each month, Subcontractor shall submit to the Owner in the form required, a written requisition for payment showing the aggregate value of the work performed (and materials suitably stored), through the last day of the preceding month from which there shall be deducted retainage of ten percent (10 %) or such aggregate value, all previous payments made under prior requisitions, the aggregate amount of all payments made by the Owner to others on behalf of Subcontractor and all other amounts which the Owner is entitled to retain, subject to approval by the Owner and the Architect of the amount of the valuation of the work stated in each requisition. The Owner shall pay Subcontractor the amount of the approved value of the work less the amount deducted therefrom as provided above. The Owner may withhold payments due Subcontractor pending determination by the Owner of the proper application of all previous partial payments and Subcontractor agrees to render all necessary assistance to Owner in making such determination. Prior to its first monthly requisition, Subcontractor shall submit a detailed estimate breakdown showing the subdivision of the contract price into its various parts to be used for checking Subcontractor's monthly requisition for payment. This estimate breakdown shall be subject to the Owner and Architect's approval. The balance of the contract price shall be paid to Subcontractor upon (a) satisfactory completion of all of Subcontractor's work, (b) acceptance thereof by the Owner, (c) furnishing to the Owner satisfactory evidence that all labor and material accounts of Subcontractor have been paid in full. Subcontractor agrees to hold all payments received hereunder as a trust fund for the payment of all obligations incurred by Subcontractor in connection with the work, No payment to Subcontractor shall operate as an approval of Subcontractor's work or materials, or any part thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner:

JOE WALLIS STORAGE EQUIPMENT COMPANY, INC.
Subcontractor

By

By

J. B. Hill, Jr., County Clerk

Name

Mike G. Ruchotko SECRETARY

Title

Everett Dean, County Judge

Gaddis Lindsey, Commissioner 1

J. W. Meadows, Commissioner 2

David Loyd, Commissioner 3

Paul Davis, Commissioner 4



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