

FILED FOR RECORD: 9-6 1974 at 3:00 o'clock P.M.  
 DULY RECORDED: 9-10 1974 at 9:00 o'clock A.M.  
 INSTRUMENT NO. \_\_\_\_\_ ALLEN STURROCK, TYLER COUNTY CLERK  
 BY Sublette Daige DEPUTY

TYLER COUNTY COMMISSIONER'S COURT  
 SPECIAL MEETING  
 AUGUST 9, 1974  
 10:00 A.M.

VOL 002 PAGE 488

At the Meeting of the Tyler County Commissioner's Court held on the above dated, all members were present and the Meeting was opened with a Prayer.

A motion was made by Comm.Parks and seconded by Comm.Belt to table the bids on a Maintainer for Pct. 2. See attached bids. All voted yes, none voted no.

A motion was made by Comm.Best and seconded by Comm.Parks to pay \$5,000.00 out of the General Fund to the State Treasurer in accordance with the Minute Order #68626 Texas Highway Department for the County's part of the improvement of Highway 287 in Chester, Texas to be paid back to the General Fund out of the Precinct 2 Lateral Road Fund No.2. See attached Minute Order. All voted yes, none voted no.

There being no further business the Meeting adjourned.

SIGNED: Tom D. Mann Tom D. Mann, County Judge  
Joe I. Best Joe I. Best, Comm. Pct.#1  
H.M. Parks H.M. Parks, Comm. Pct. #2  
Kenneth Belt Kenneth Belt, Comm.Pct.#3  
James R. Jordan James R. Jordan, Comm.Pct.#4  
 ATTEST: Allen Sturrock Allen Sturrock, County Clerk





GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER, TEXAS 75701

August 9, 1974

The Honorable County Judge and  
Commissioner's Court  
Tyler County  
Woodville, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements as follows:

One new Fiat-Allis Model 100 Series C Motor  
Grader, with the following equipment;

Hydraulic-Mechanical Controls;  
Full Power Steering;  
Self-Adjusting Four Rear Wheel Power Brakes;  
Oil Clutch;  
Direct Electric Starting;  
24 Volt Electric System;  
Dash Light;  
Red Combination Stop & Tail Light;  
Horn;  
Foot Accelerator-Decelerator;  
Rear Bumper;  
Dry Type Air Cleaner;  
Filter Service indicator;  
Exhaust Deflector and Rainshield;  
13:00 X 24 (10 Ply) Tires, Front and Rear;  
12 Ft. Hydraulic Shift Moldboard;  
Scarifier;

Less Allis-Chalmers 145T Motor Grader taken in trade

Net difference F.O.B. Tyler County, Texas..\$41,400.00

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES - SERVICE - PARTS - RENTALS



MELROE BOBCAT  
LORAIN CRANES



EVOL 002 PAGE 490

GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER, TEXAS 75701

August 9, 1974 - Page 2

Delivery: From stock, subject to prior sale.

We pledge the best in parts and service should you favor us with an order. We are enclosing descriptive literature on the 100 C Motor Grader, and hope that we may serve you.

Sincerely yours,

GEORGE P. BANE, INC.

  
T. D. Whitaker  
Sales Manager

TDW/jf

Enclosure: Descriptive Literature

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES - SERVICE - PARTS - RENTALS



MELROE BOBCAT  
LORAIN CRANES

1

*same*

ALTERNATE BID

As an alternate to our bid on a new M100-C Grader, we offer the following:

Used M100 Series B Motor Grader with standard equipment and Scarifier.

This machine has 1380 rental hours on it and is warrantied against defects in materials and workmanship for a period of 60 days.

Less Allis-Chalmers 145 T Motor Grader taken in trade.

Net Difference F.O.B. Tyler County.....\$26,000.00

# PLAINS MACHINERY COMPANY

**PROPOSAL BLANK**

Houston, Texas, August 9 19  

To the Honorable } County Judge and Commissioner's Court  
                           } ~~Mayor~~ ~~County~~ ~~Commissioner~~  
Tyler County or ~~City~~  
Woodville, Texas

VOL 002 PAGE 492

Gentlemen:

We offer to sell you delivered at Tyler County, Texas, and make delivery as soon as possible:

ONE - New Galion Model T500L Motorgrader with:

- IHC DT407 Engine - 158 Horsepower
- 55 Amp Alternator
- Dual Type Air Cleaner w/Safety Element
- 4 - Six Volt Batteries
- Bankslope - 90°
- Hydraulic Powered Boosted Brakes
- Circle Reverse - 360°
- Hour Meter
- Grade-O-Matic (Power Shift Transmission - 4 forward & 4 reverse)
- Leaning Front Wheels
- Mechanical Parking Brake
- Hydraulic Shiftable Moldboard - 13 ft.
- Rain Cap
- Adjustable Bucket Seat
- Power Steering
- Tires: 14:00 x 24 - 10 PR on 10" Rims
- Weight: 27,700 lbs.

\$41,459.00  
 Less AC 145T, S/N 371 Trade      4,771.00  
 \$36,688.00

Delivery: 90 - 120 Days

Payable to Plains Machinery Co., Houston, Texas, as follows: TOTAL AMOUNT \$36,688.00

CASH PAYMENT \$ \_\_\_\_\_ Legal Warrants, \_\_\_\_\_ or Lease Contract, Payable as shown in schedule above.

NO WARRANTY: It is agreed that Plains Machinery Company, hereinafter called company, makes no warranty, either expressed or implied, with respect to any property covered by this order, and without limiting the foregoing, it makes no warranty, either expressed or implied, with respect to the quality of such property, or the fitness thereof for the purpose that buyer is purchasing same, and company disclaims any liability for direct, indirect or consequential damages or delay resulting from defective parts or faulty engineering thereof. Provided, however, if any of the property covered by this order be used property and this order elsewhere contains expressed written or typed warranties or warranty with respect thereto, said written or typed warranty or warranties, strictly construed in favor of company, shall solely apply.

If there are any manufacturers' warranty or warranties with respect to the property covered by this order they are expressed and not implied, and it is agreed that company does not and cannot, as against the manufacturers, enlarge the terms of said warranty or warranties, if any, over what they now are. To the extent, and solely to the extent, that company can now do so it agrees that the property to be sold under this order shall be sold under the manufacturers' warranties or warranty, if any, now applicable to said property, and that said warranties or warranty, if any, shall extend to said property. For the duration of any such manufacturers' warranties or warranty, company shall as a gratuity, and not otherwise, assist buyer in obtaining any adjustment thereunder that buyer thinks he is entitled to. Buyer expressly waives the furnishing to him prior to the actual sale and delivery of the aforesaid property to him the manufacturers' warranties or warranty, if any, applicable thereto; but upon the completion of the sale and upon buyer's request that it do so company will obtain for seller the manufacturers' warranties or warranty, if any, applicable to the property covered by this order.

No agent or representative of company has the power or authority to vary the terms hereof, and it is agreed that all prior conversations, negotiations, agreements and representations relating to this order and/or to said property are merged herein.

This order is subject to acceptance by the management of company. When accepted, it will be considered a firm order and not subject to cancellation.

The purchaser agrees that this order, which he has read and to which he agrees, constitutes the entire agreement relating to the sale of said property, and that he has received a true copy thereof.

WARRANTY: 6 Months

Time warrants to be disposed by Tyler County.

Respectfully submitted,

**PLAINS MACHINERY COMPANY**

By 

ACCEPTED FOR \_\_\_\_\_ County, Texas, or City

\_\_\_\_\_ County Judge or Mayor.

\_\_\_\_\_ Commissioner.

\_\_\_\_\_ Commissioner.

\_\_\_\_\_ Commissioner.

\_\_\_\_\_ Commissioner.





# MICHEL



## MACHINERY CORPORATION

8185 EASTEX FWY.

P. O. BOX 7158

BEAUMONT, TEXAS 77706

7 August 1974

E VOL 002 PAGE 493

Tyler County Commissioners Court  
Tyler County Courthouse  
Woodville, Texas

Attention: The Honorable Tom D. Mann, County Judge and  
Commissioners Court

Dear Sirs:

We are very elated to submit the following bid quotation for your  
consideration:

One [1] New and Current Model John Deere Model JD 570A  
Motorgrader equipped as follows:

Diesel Engine with Turbocharger  
PowerShift Transmission  
Differential Lock  
Articulated Frame Power Steering  
15.5X25 8 Ply High Flotation Tires  
ROPS [OSHA Approved] Canopy  
Power Wet Disc Brakes [Self Adjusting]  
Hydraulic Side Shift Moldboard w/ Hydraulic Tilt  
Lights, Gauges, Hourmeter, Horn and  
Other Base Equipment

Total Price	\$32,200.00
Less Trade In	
A-C Motorgrader	2,555.00

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Total Bid	
[F.O.B PCT 2 Yard]	\$29,645.00

Options:

13.00X24 8 Ply Tires	-	Deduct	\$780.00
[ROPS] Enclosed Cab	-	Add	216.00
Hydraulic Scarifier	-	Add	902.00
Rear Bottom Guard	-	Add	165.00

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HWY. 96 NORTH  
JASPER, TEXAS

5309 GULF FREEWAY  
TEXAS CITY, TEXAS

1806 AIRLINE HWY.  
KENNER (NEW ORLEANS), LA.

Tyler County  
Page Two

E-VOL 002 PAGE 494


Engine Side Shields - Add \$145.00

Terms: Net 10 Days  
Delivery: 30-60 Days  
Warranty: 12 Months

Enclosed you will find brochures and specifications. If there are any questions please feel free to ask at any time.

Thanking you and hoping the Court will favor us with an order, I remain

Yours Truly,

  
Graham Bennett  
Sales Representative

GB:bp

STATE OF TEXAS   §  
                          §  
COUNTY OF TRAVIS §

THIS AGREEMENT, made this                    day of                    , 1974,  
by and between Tyler County, Texas, hereinafter called the "County", Party  
of the First Part, acting by and through its Commissioners Court and the  
State of Texas, hereinafter called the "State", Party of the Second Part,  
acting by and through its State Highway Commission.

WHEREAS, the County desires the construction of curb and gutter,  
storm sewer work and incidental items within the limits from Polk County  
Line east to Chester on U. S. Highway No. 287 and the State will, among  
other things, provide for the construction of this work within these limits  
and the County will contribute a fixed amount of Five Thousand and No/100  
Dollars (\$5,000.00), in payment for their portion of this work, and

WHEREAS, the County by the execution of this agreement agrees to the  
terms and conditions of State Highway Commission Minute No. 68626, as it  
applies to the County, a copy of which is attached hereto and marked  
"Exhibit A" and made a part of this agreement.

NOW THEREFORE, it is understood that this proposed work will be  
constructed by the State and the County will transmit to the State with the  
return of this agreement, executed by the County, a warrant or check made  
payable to the State Treasurer, Account of Trust Fund No. 927 in the amount  
of Five Thousand and No/100 Dollars (\$5,000.00). It is further understood  
that the State will construct only those items for the County as requested



and it is further understood that the contribution of Five Thousand and No/100 Dollars (\$5,000.00), by the County shall be a fixed amount for their share of the work. It is further understood that the County by the execution of this agreement agrees to the terms and conditions of State Highway Commission Minute No. 68626, as it applies to the County, a copy of which is attached hereto and marked "Exhibit A" and made a part of this agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

COMMISSIONERS COURT  
OF  
TYLER COUNTY TEXAS  
Party of the First Part

STATE OF TEXAS  
STATE HIGHWAY COMMISSION  
Party of the Second Part

By: Tom D. Man  
County Judge

By: Joe Best  
Commissioner Precinct Number 1

By: Wm. Poye  
Commissioner Precinct Number 2

By: Samuel Beck  
Commissioner Precinct Number 3

By: James R. Jordan  
Commissioner Precinct Number 4

ATTEST:  
Alta Thomas  
County Clerk

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 Commission:

By: \_\_\_\_\_  
Asst. State Highway Engineer  
under authority of Commission  
Minute 67022

Recommended for execution:

\_\_\_\_\_  
(State) Director, Finance

WHEREAS, in TYLER COUNTY on U.S. HIGHWAY 287, the City of Chester and Tyler County have requested assistance in the widening of pavement including incidental items thereto from the West City Limit of Chester, east a distance of approximately 2.1 miles; and

WHEREAS, an analysis of the request indicates that such work will materially add to traffic safety on this facility;

NOW, THEREFORE, the State Highway Engineer is directed to tender the following proposal to the City of Chester and Tyler County:

Provided the City and/or County will:

1. Provide for the construction of continuous curb and gutter where none now exist, storm sewers, etc., all as may be necessary for a complete project with the exception of pavement and its support.
2. Assume responsibility for the construction of driveways and sidewalks where none now exist should they be deemed necessary now or in the future and agree to make such installations in accordance with governing policies and regulations of the Department.
3. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreement and agree to regulate traffic, prohibit all parking and prevent encroachment on the right of way, all in accordance with governing policies and regulations of the Department.

The Texas Highway Department will:

1. Provide for widening pavement and its support within these limits.
2. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreement.

It is understood that the responsibility of the Texas Highway Department is confined to the pavement and its support, and all other features necessary now or in the future to provide an adequate travel facility shall be the responsibility of the City of Chester and Tyler County.

Upon acceptance of the provisions of this Order by the appropriate officials of the City of Chester and Tyler County, the State Highway Engineer is directed to proceed with development of plans for construction and after the City and/or County have fulfilled their responsibilities, proceed with construction in the most feasible and economical manner, financing the cost as a portion of the project presently authorized in the 1973-1974 and 1975-1977 Consolidated Highway Programs.

It is understood that the City and/or County may discharge their construction obligations as outlined herein in any manner as they may elect. In the event the City and/or County desires the State to include their portion of the work in the State's construction contract, the State Highway Engineer is hereby authorized to enter into agreement with the City and/or County for such work. Participation by the City and/or County for curb and gutter and storm sewers is hereby established at the fixed sum of \$5,000.00.

This Order shall become operative upon acceptance by the City of Chester and Tyler County and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Minute No. 68626  
April 4, 1974

COPY

"EXHIBIT A"