

FILED FOR RECORD: 2-10- 1978 at 9:00 o'clock AM.
DULY RECORDED: 2-14- 1978 at 9:00 o'clock AM.
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.

BY: Grace Bostick DEPUTY

TYLER COUNTY COMMISSIONER'S COURT
REGULAR and ANNUAL MEETING
JANUARY 9, 1978

Vol 4 Pg 242

The Regular and Annual Meeting of the Commissioner's Court met on Monday January 9, 1978 at 10:00 A.M. All members were present. The meeting was opened with Prayer by Rev. Shannon Arrington.

A motion was made by Commissioner Jordan and seconded by Comm. Fowler to solicit bids for two vehicles for the Sheriff's Dept., to be opened at 10:00 A.M. Friday January 30, 1978. Cash will be paid for the two cars. All voted yes and none no. See attached Specifications.

A motion was made by Commissioner Riley and seconded by Comm. Lowe that all improvements for the Jail-kitchen and Dispatchers Office to be taken from the Jail Const. Fund. All voted yes and none no. Commissioner Riley made the motion which was seconded by Comm. Fowler to pay the Jailer the difference between the Grant allowance and Deputy Sheriff's salary. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Comm. Lowe for the Department of Human Resources to reimburse the County \$300.00 per month until suitable facilities for renting are found elsewhere. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Comm. Lowe to allow the use of the Courtroom when available to the J.P.'s for the purpose of trials, but instructed J.P. Pct. #2 Mrs Billie Broom to check into the legalities of practicing outside of her precinct. All voted yes and none no. Mrs. Broom requested an increase for all J.P.'s car expense, but since this was not in the Budget, there could be no offer.

A motion was made by Commissioner Jordan and seconded by Comm. Fowler to accept the bid from Mr. O. Powell on Exterminating the Courthouse. This price is \$75.00 per quarter. All voted yes and none no. See attached.

Commissioner Riley made a motion which was seconded by Comm. Fowler to accept the monthly report of the County Extension. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Comm. Riley to approve the County Treasurer's report. All voted yes and none no. See attached.

A motion was made by Commissioner Riley and seconded by Comm. Jordan to approve the Minute Order. All voted yes and none no. See attached.

Commissioner Lowe made a motion which was seconded by Commissioner Riley to adopt a Resolution, resolving that the County Officials will be paid on an annual salary basis for 1978. All voted yes and none no. See attached.

A motion was made by Commissioner Fowler and seconded by Comm. Riley to set the Courthouse Holidays for 1978, as follows: All voted yes and none no. See attached.

A motion was made by C unty Judge Sturrock, and seconded by Comm. Lowe to appoint Comm. Fowler and Comm. Riley to study a parking lot system for County employees. All voted yes and none no.

Commissioner Fowler made a motion to raise the salary of J.P. Pct. 3 equal to J.P. Pct. #4. This was seconded by Comm. Lowe. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Comm. Jordan to appoint Comm. Riley of Pct. 1 as Airport Supervisor. All voted yes and none no.

Commissioner Lowe made the motion which was seconded by Comm. Jordan to appoint Comm. Fowler, Pct. #3 as Dump Supervisor. All voted yes and none no.

A motion was made by Commissioner Fowler and seconded by Comm. Riley to appoint Tyler County Judge Sturrock as Courthouse Supervisor. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Comm. Fowler to Table until Friday Jan. 13, 1978, the appointment of Absentee Alternate Judge. This would replace Mr. Holland, who is a Candidate for JPct. #1, J.P. All voted yes and none no.

Commissioner Riley made a motion which was seconded by Comm. Jordan to set Terms of County Court for January, April, July, and October, 1978. All voted yes and none no.

A motion was made by Comm. Jordan and seconded by Comm. Lowe to pay the Rural Fire Dept. Fees, \$25.00 per month. This is for Tyler County. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Comm. Riley to set the Election Hours, from 7:00 A.M. to 7:00 P.M. for each Election. All voted yes and none no.

Commissioner Jordan made the motion to approve \$3,000.00 Tax-exemption for those 65 years of age and over. All voted yes and none no. Comm. Lowe seconded this motion.

Commissioner Riley made a motion to table until Friday Jan. 13, 1978 the advertising for Bids on Gas, Oil and Supplies, for the Commissioners. Comm. Fowler seconded this motion. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Comm. Fowler to accept notes on a recent Revenue Sharing and Anti-Recession meeting as presented by County Auditor Ann Fondren. All voted yes and none no.

There being no futher business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, Vounty Judge

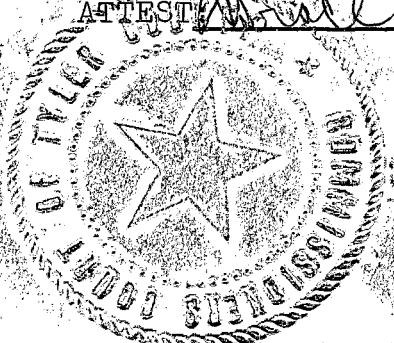
Maxie Riley Maxie Riley, Comm. Pct. #1

H.K. Lowe H.K. Lowe Comm. Pct. #2

Leon Fowler Leon Fowler, Comm. Pct. #3

James R. Jordan James R. Jordan, Comm. Pct. #4

ATTEST: Grace Bostick Grace Bostick, County Clerk



LEWIS E. CRAVEN

SHERIFF, TYLER COUNTY, TEXAS



100 Tyler County Courthouse
Woodville, Texas 75979

Phone 713-283-2172

Vol 4 Pg 244

January 9, 1978

Bids for Two New Automobiles for Sheriff Office:

Bids to be received by January 30, 1978:

Specification are as followed:

- 400 Engine
- Radio and Heater
- Power and Air
- Heavy Duty Shocks
- Spot Leight
- 4-Doors
- White in Color

Trade-In to be figured with bids are;

- One 1975-Ford
- One 1975-Chevorlet

Delivery to be within 30 days after bids.

hart graphics

& OFFICE CENTERS, INC.

3000 SHOAL CREEK BLVD. 78758 • P.O. BOX 968 AUSTIN, TEXAS 78767
512/454-4761

Represented By
HOWARD WIDMER

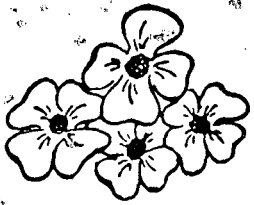
12-29-77

Bid for Terminating
Court House

\$75.00 Quarterly

Chris Powell

Vol 4 Pg 245



GRACE BOSTICK
COUNTY CLERK
TYLER COUNTY
WOODVILLE, TEXAS 75979

Comm. Court
Big

O-Powell

NO. _____ TIME: 10:00 AM

DEC 2 1977

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: Grace Bostick

9501-4-79
246

Vol 4 Pg 247

COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

DECEMBER 31, 1977

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

BALANCES, RECEIPTS AND DISBURSEMENTS

Vol 4 Pg 248

All Funds

AUSTIN FULLER

Month Of December, 1977

COUNTY TREASURER

| FUND | Cash On Hand 11-30-77 | Receipts Present Month | Transfers In (Out) | Disbursements Current | Cash On Hand 12-31-77 | Certifi- cates of Deposit | Available Resources 12-31-77 |
|-------------------------------|--------------------------|---------------------------|-----------------------|--------------------------|--------------------------|---------------------------------|------------------------------------|
| General | 158403.80 | (73854.27) | -0- | 83818.94 | 730.59 | -0- | 730.59 |
| Solid Waste | 12634.50 | 31.25 | -0- | 175.08 | 12490.67 | -0- | 12490.67 |
| C & J-Permanent Improve. | 995.49 | -0- | -0- | 150.00 | 845.49 | 2312.24 | 3157.73 |
| Library | 1776.74 | 65.00 | -0- | -0- | 1841.74 | 2294.81 | 4136.55 |
| Capital Improvements | -0- | 95000.00 | -0- | -0- | 95000.00 | -0- | 95000.00 |
| Criminal Justice-Jail | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Undivided | -0- | 115000.00 | -0- | 115000.00 | -0- | 115000.00 | 115000.00 |
| Engineers Traffic Study | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| General R & B #2 | -0- | 1034.24 | (1034.24) | -0- | -0- | -0- | -0- |
| R & B #1 | 13790.84 | 3943.47 | 128.25 | 8306.99 | 9555.57 | 3596.00 | 13151.57 |
| R & B #2 | 10451.77 | 1353.32 | 223.91 | 8666.37 | 3362.63 | 6278.50 | 9641.13 |
| R & B #3 | 14252.21 | 1368.77 | 341.82 | 11621.74 | 4341.06 | 9584.50 | 13925.56 |
| R & B #4 | 10799.18 | 2944.97 | 340.26 | 13946.18 | 138.23 | 14445.00 | 14583.23 |
| General ROW I & S | 20275.81 | -0- | -0- | 1057.50 | 19218.31 | -0- | 19218.31 |
| ROW #1 | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| ROW #2 | 314.25 | -0- | -0- | -0- | 314.25 | -0- | 314.25 |
| ROW #3 | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| ROW #4 | 7267.12 | -0- | -0- | -0- | 7267.12 | -0- | 7267.12 |
| County Employees Savings | 1740.99 | 3268.28 | -0- | 5009.27 | -0- | -0- | -0- |
| Airport Maintenance | 2278.54 | 60.00 | -0- | 154.88 | 2183.66 | -0- | 2183.66 |
| Anti-Recession Fiscal Assist. | 2026.00 | -0- | -0- | 1385.33 | 640.67 | -0- | 640.67 |
| State Cost #1 | 2490.00 | 835.00 | -0- | 2365.50 | 959.50 | -0- | 959.50 |
| State Cost #2 | 614.00 | 322.00 | -0- | 583.30 | 352.70 | -0- | 352.70 |
| Totals | 260111.24 | 151372.03 | -0- | 252241.08 | 159242.19 | 153511.05 | 312753.24 |

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Vol 4 Pg 249

AUSTIN FULLER

Month Of December, 1977

COUNTY TREASURER

| FUNO | Cash On Hand 11-30-77 | Receipts Present Month | Transfers In (Out) | Disbursements Current | Cash On Hand 12-31-77 | Certifi- cates of Deposit | Available Resources 12-31-77 |
|---|--------------------------|---------------------------|-----------------------|--------------------------|--------------------------|---------------------------------|------------------------------------|
| Bank Statement Balance | | | | | | | 165830.38 |
| Less Outstanding Checks | | | | | | | (6565.71) |
| Total | | | | | | | 159264.67 |
| Less Amount of Computer Error made on Bank Statement-Correction Issued By Bank 1-5-78 | | | | | | | (22.48) |
| Total Cash In Bank 12-31-77 | | | | | | | 159242.19 |
| Indebtedness: | | | | | | | |
| Solid Waste | | | | | | | 54582.50 |
| C & J-Permanent Improve. | | | | | | | 20000.00 |
| General ROW I & S | | | | | | | 47000.00 |
| R & B #1-Motor Grader | | | | | | | 15000.00 |
| R & B #1-GMC Truck | | | | | | | 9336.30 |
| R & B #1-Motor Grader | | | | | | | 19000.00 |
| R & B #2-Motor Grader | | | | | | | 17200.00 |
| R & B #2-GMC Truck | | | | | | | 8236.50 |
| R & B #2-Ford Truck | | | | | | | 9355.00 |
| R & B #3-Front End Loader | | | | | | | 34500.00 |
| R & B #4-GMC Truck | | | | | | | 5880.00 |
| Total Indebtedness: | | | | | | | 240090.30 |
| <i>Austin Fuller</i> | | | | | | | |
| Austin Fuller | | | | | | | |
| County Treasurer | | | | | | | |

WITNESS OUR HANDS, officially, this 9 day of January A.D., 1978.

Allen Sturrock
County Judge

Maxie L. Riley
Commissioner Pct. #1

H K Lowe
Commissioner Pct. #2

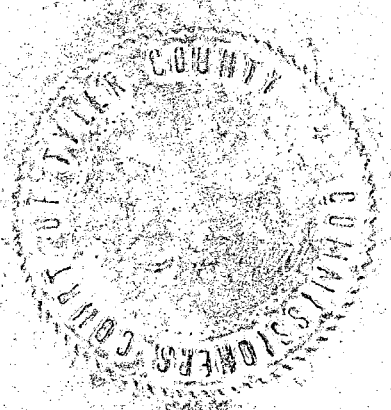
Leon Fowler
Commissioner Pct. #3

James R. Jordan
Commissioner Pct. #4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Comm. Pct. #1, Kenneth Lowe, Comm. Pct. #2, Leon Fowler, Comm. Pct. #3, and James R. Jordan, Comm. Pct. #4, County Commissioners of Tyler County, Texas, each respectively, on this 9 day of January A.D., 1978.

Grace Bestick
Tyler County Clerk

By: _____
Deputy



Vol 4 Pg 251

CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS X
 X
COUNTY OF TRAVIS, X

COUNTY Tyler
PROJECT 8020-1-4444
HIGHWAY U.S. 69

This agreement entered into this 27 day of January, 19 78,
by and between the State of Texas, acting by and through the State Department of Highways
and Public Transportation, hereinafter called the State, and Tyler County,
Texas, acting by and through its duly authorized official under Commissioners Court Order
dated 9th day of January, 19 78, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on
Highway No. U.S. 69 from F.M. 1014, North
to The Neches River, and
which section of highway improvements will necessitate the acquisition of certain right
of way and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the
State and the County:

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance
with the terms of this contract and in accordance with applicable Federal and State laws
governing the acquisition policies for acquiring real property. The State hereby autho-
rizes and requests the County to proceed with acquisition and the State agrees to reim-
burse the County for its share of the cost of such right of way providing such acquisition
and reimbursement are accomplished according to the provisions outlined herein and agreed
to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the
County, will do the necessary preliminary engineering and title investigation in order
to supply to the County the data and instruments necessary to obtain acceptable title
to the desired right of way.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of
property values for each right of way parcel by methods acceptable to the County and
to submit to the State's District Office a tabulation of the values so determined,
signed by the appropriate County Representative. Such tabulations shall list the
parcel numbers, ownership, acreage, and recommended compensation. Compensation shall
be shown in the component parts of land taken, itemization of improvements taken,
damages, if any (offset by enhancements, if any,) to the remainder, if any, and
the amounts the total compensation will be reduced if the owner retains improve-
ments. This tabulation shall be accompanied by an explanation to support the de-
termined values, together with a copy of information or reports used in arriving
at all determined values. Such work will be performed by the County at its expense
without cost participation by the State. The State will review the data submitted
and may base its reimbursement on the values as determined by this review. The State,
however, reserves the right to perform at its own expense any additional investigation
deemed necessary, including supplemental appraisal work by State employees or by em-
ployment of fee appraisers, all as may be necessary for determination of values to
constitute the basis for State reimbursement.

Vol 4 Pg 252

If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State; however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as hereinafter indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 90 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 90 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

EXCESS TAKINGS: In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

Vol 4 Pg 253

will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 90 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 90 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

Vol 4 Pg 254

FENCING REQUIREMENTS: The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 90 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 90 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 90 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

GENERAL: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State Department of Highways and Public Transportation which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any existing right of way, to outstanding property interests

Vol 4 Pg 255

not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State Department of Highways and Public Transportation.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS' COURT
OF

THE STATE OF TEXAS

Tyler County, Texas

By: [Signature]
County Judge

By: [Signature]
Commissioner, Precinct Number 1

By: [Signature]
Commissioner, Precinct Number 2

By: [Signature]
Commissioner, Precinct Number 3

By: [Signature]
Commissioner, Precinct Number 4

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: [Signature]
State Engineer-Director for Highways and Public Transportation

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute 70104.

RECOMMENDED FOR APPROVAL

[Signature]
District Engineer

[Signature]
Program Engineer

[Signature]
Chief Engineer of Highway Design

[Signature]
Right of Way Engineer

Vol 4 Pg 256



COMMISSION

REAGAN HOUSTON, CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

P. O. Box 3468
Beaumont, Texas 77704
February 1, 1978

ENGINEER-DIRECTOR
B. L. DEBERRY

Transmittal of Contractual Agreement
Form D-15-38

IN REPLY REFER TO
FILE NO.

8020-1-44
Tyler County
U. S. Highway 69: From F. M. 1014, north
To Neches River

Honorable Allen Sturrock
County Judge - Tyler County
Tyler County Courthouse
Woodville, Texas 75979

Dear Judge Sturrock:

Attached hereto is an original executed Contractual Agreement for
Right of Way Procurement dated January 27, 1978, on the above
captioned project.

Eligible right of way expenses incurred by the County under the
terms of this Contractual Agreement effective January 27, 1978,
are subject to State participation under the 90% State, 10%
County plan.

This Contractual Agreement is for your files.

Yours very truly,

F. C. Young
F. C. Young
District Engineer

RWB:mp
Attachment
cc: H. P. R. Smith

East Texas & Terminating of Jasper

\$26.00

J. P. Wiggins

Vol 4 Pg 258

Bill :
East Sussex Estimating Co.

Vol 4 Pg 259
Bid Estimate Tyler County Courthouse

January 9, 1978

To Honorable Judge Allen Sturrock:

Piney Woods Pest Control Company wishes to submit a bid for monthly pest control operation on the courthouse premises. Area of treatment to include 1st floor, 2nd floor, basement, tax annex and exterior of courthouse and tax annex. Treatment to include crawling & creeping insects and rodents. The bid for this work to be \$24.99 (twenty-four dollars and ninety nine cents). Thank you for this opportunity to submit this bid.

Dennis Newberry
owner

Piney Woods Pest Control Co.
710 Tucker Drive
Woodville, Texas

US 1 4 Pa 260

Honorable Judge Allen Starnock
Tyler County Courthouse
Woodville, Texas

Attention: Bid Proposal

RESOLUTION

Vol 4 Pg 261

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
JANUARY 9, 1978

A motion was made by Commissioner Lowe and seconded by Comm. Riley to adopt a Resolution, resolving that the Tyler County Officials be paid on a annual salary basis for 1978. All voted yes and none no.

WITNESS OUR HANDS, officially, this 9 day of Jan. A.D. 1978.

/S/ Allen Sturrock
County Judge

/S/ Maxie Riley *Maxie L. Riley*
Commissioner Pct. #1

/S/ H.K. Lowe
Commissioner Pct. #2

/S/ Leon Fowler
Commissioner Pct. #3

/S/ James R. Jordan
Commissioner Pct. #4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Comm. Pct #1, Kenneth Lowe, Comm. Pct #2, Leon Fowler, Comm. Pct. #3, and James R. Jordan, Comm. Pct. #4, County Commissioners of Tyler County, Texas, each respectively, this 9 day of Jan A.D. 1978.

Grace Bostick
Tyler County Clerk (Grace Bostick)

SEAL

1978 HOLIDAYS

Vol 4 Pg 262

| | | |
|----------------------|----------------------|------------------------------|
| February 20, 1978 | Monday | George Washington's Birthday |
| March 24, 1978 | Friday | Good Friday |
| May 29, 1978 | Monday | Memorial Day |
| July 4, 1978 | Tuesday | Independence Day |
| September 4, 1978 | Monday | Labor Day |
| November 10, 1978 | Friday | Veterans Day |
| November 23,24, 1978 | Thursday & Friday | Thanksgiving Holiday |
| December 25,26 1978 | Thursday & Friday | Christmas Holiday |
| January 1, 1979 | Monday | New Year's |