

FILED FOR RECORD: 2-26- 1981 at 9:00 o'clock A M  
DULY RECORDED: 3-3- 1981 at 9:00 o'clock A M  
INSTRUMENT NO. \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLK.  
*Grace Bostick*

TYLER COUNTY COMMISSIONER'S COURT  
REGULAR MEETING  
FEBRUARY 9, 1981

The Regular Meeting of the Commissioner's Court met on Monday February 9, 1981 at 10:00 A.M. All members being present except the County Judge. Commissioner Riley served as County Judge Pro-tem. The meeting was opened with prayer by Judge John Spanhanks.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to approve the County Treasurers monthly report, as submitted to the Court. All voted yes and none no. See attached.

Commissioner Odom made the motion which was seconded by Commissioner Lowe to accept the monthly report of the County Extension Office, as submitted. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to table the acceptance of a road in Pct. #1, until Friday Feb. 13, 1981. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner to go out for bids for a County Depository, for 1981-1982. Bids will be opened during the Regular Court Meeting in March, 1981. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to advertise for Bids on two used cars from the Sheriff's Department, to be sold. Bids to be opened at the regular Meeting in March, 1981. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to approve the Deputation of deputys from the Sheriff's Office, as follows, Elza Oates, B. J. Vardeman, Earlon Wade Skinner, and Don Woodrome. Betty Ray is in discussion. All voted yes and none no. Forms are attached.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to table the consideration of Flying Model Airplanes, until Friday February 13, 1981. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to appoint a committee of two, Commissioners Mahan and Odom, to find Office space for the County Commissioners. This report to be given next Friday. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to advertise for bids for a 6 ft. Chain-link Fence. The fence is to be place around the Prec. #3 Barn. Bids to be opened in March regular meeting. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to advertise for Bids to buy a Tilt Trailer for Pct. #3. Bids to be opened in March regular meeting of the court. All voted yes and none no.

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A motion was made by Commissioner Mahan and seconded by Commissioner Odom to advertise for Bids to sell a Truck and Dove Trailer. Bids to be opened at regular meeting in March. This equipment is in Pct. #3. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to accept a contract with the City of Colmesneil, as submitted, to maintain the streets of Colmesneil. All voted yes and none no. Contract attached.

5 MINUTES RECESS-----IN SESSION

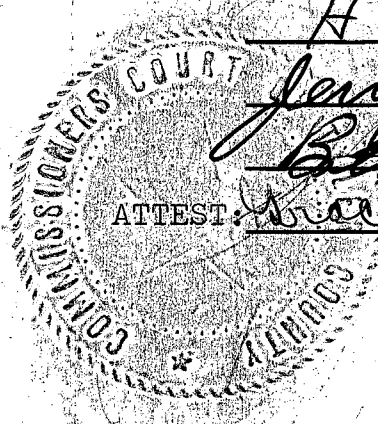
A motion was made by Commissioner Mahan and seconded by Commissioner Odom to amend the budget request of Melinda Stryker, representative of Texas Dept. of Human Resources, for foster children. Six children are on the list. The request is for the amount of \$275.00 per child. Broken down would mean \$200.00 for clothing; \$25.00 medical allowance and \$50.00 for Christmas. This would be for one year. The total amount of \$1650.00. All voted yes and none no. Attached Statutes.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to accept the Bid of Allison Chevrolet Co. of Colmesneil, Texas for a 1 Ton Van, for the Tyler County Senior Citizens, Mini-Bus. All voted yes and none no. See Bids attached.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to accept the Bid of Geo. P. Bane, Inc. Tyler, Texas 75712. for a Motor Grader for Pct. IV. All voted yes and none no. See Bids attached. A trade-in with a balance of Time-warrants will cover the cost.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge  
Maxie Riley Maxie Riley, Comm. Pct. #1  
H.K. Lowe H.K. Lowe, Comm. Pct. #2  
Jerry Mahan Jerry Mahan, Comm. Pct. #3  
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4  
 ATTEST: Grace Bostick Grace Bostick, County Clerk



888  
19. 288

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COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

JANUARY 31, 1981

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

## BALANCES, RECEIPTS AND DISBURSEMENTS

## All Funds

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AUSTIN FULLER

Month Of January, 1981

COUNTY TREASURER

| FUND                         | Cash On Hand<br>12-31-80 | Receipts<br>Present<br>Month | Transfers<br>In<br>(Out) | Disburse-<br>Ments<br>Current | Cash On<br>Hand<br>1-31-81 | Certifi-<br>cates of<br>Deposit | Available<br>Resources<br>1-31-81 |
|------------------------------|--------------------------|------------------------------|--------------------------|-------------------------------|----------------------------|---------------------------------|-----------------------------------|
| General                      | (61439.88)               | 110841.29                    | -0-                      | 176923.02                     | (127521.61)                | 81979.27                        | (45542.34)                        |
| Solid Waste                  | 93.57                    | 2093.52                      | -0-                      | 2024.12                       | 162.97                     | 2024.12                         | 2187.09                           |
| C & J-Permanent Improvement  | 279.76                   | -0-                          | -0-                      | -0-                           | 279.76                     | -0-                             | 279.76                            |
| Library                      | 1420.58                  | 7943.70                      | -0-                      | 7793.70                       | 1570.58                    | 7793.70                         | 9364.28                           |
| Capital Improvements         | 7116.64                  | 70844.02                     | -0-                      | 70844.02                      | 7116.64                    | 70844.02                        | 77960.66                          |
| County Attorney Check Fees   | 1245.65                  | 340.00                       | -0-                      | 103.95                        | 1481.70                    | -0-                             | 1481.70                           |
| District Attorney Check Fees | -0-                      | 30.00                        | -0-                      | -0-                           | 30.00                      | -0-                             | 30.00                             |
| General R & B #2             | -0-                      | 3170.65                      | (3170.65)                | -0-                           | -0-                        | -0-                             | -0-                               |
| R & B #1                     | (9562.79)                | 34704.55                     | 596.08                   | 42513.68                      | (16775.84)                 | 34398.74                        | 17622.90                          |
| R & B #2                     | (19392.36)               | 38704.86                     | 654.74                   | 47158.42                      | (27191.18)                 | 38597.60                        | 11406.42                          |
| R & B #3                     | (15582.35)               | 48152.25                     | 860.83                   | 55122.93                      | (21692.20)                 | 47983.98                        | 26291.78                          |
| R & B #4                     | (9507.49)                | 39933.60                     | 1059.00                  | 53092.99                      | (21607.88)                 | 38994.28                        | 17386.40                          |
| County Wide ROW              | 82890.95                 | -0-                          | -0-                      | -0-                           | 82890.95                   | -0-                             | 82890.95                          |
| General ROW I & S            | 12527.88                 | -0-                          | -0-                      | -0-                           | 12527.88                   | -0-                             | 12527.88                          |
| 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                       | 6505.75                  | -0-                          | -0-                      | -0-                           | 6505.75                    | -0-                             | 6505.75                           |
| Employees Savings            | -0-                      | -0-                          | -0-                      | -0-                           | -0-                        | -0-                             | -0-                               |
| Airport Maintenance          | 786.54                   | -0-                          | -0-                      | -0-                           | 786.54                     | -0-                             | 786.54                            |
| State Cost #1                | 3172.50                  | 716.37                       | -0-                      | 3013.87                       | 875.00                     | -0-                             | 875.00                            |
| State Cost #2                | 361.00                   | 323.00                       | -0-                      | -0-                           | 684.00                     | -0-                             | 684.00                            |
| Undivided                    | 62378.55                 | 50328.77                     | -0-                      | -0-                           | 112707.32                  | -0-                             | 112707.32                         |
| State CVC                    | 189.25                   | 170.00                       | -0-                      | 133.00                        | 226.25                     | -0-                             | 226.25                            |
| <b>Totals For All Funds</b>  | <b>63798.00</b>          | <b>408296.58</b>             | <b>-0-</b>               | <b>458723.70</b>              | <b>13370.88</b>            | <b>322615.71</b>                | <b>335986.59</b>                  |



**BALANCES, RECEIPTS AND DISBURSEMENTS**

**All Funds**

VOL. 6 6.291

AUSTIN FULLER

Month Of January, 1981

COUNTY TREASURER

| FUND                       | Cash On Hand<br>12-31-80 | Receipts Present<br>Month | Transfers In<br>(Out) | Disburse-<br>Ments<br>Current | Cash On Hand<br>1-31-81 | Certifi-<br>cates of<br>Deposit | Available<br>Resources<br>1-31-81 |
|----------------------------|--------------------------|---------------------------|-----------------------|-------------------------------|-------------------------|---------------------------------|-----------------------------------|
| Tyler County Retirement    | 2.15                     | 7588.40                   |                       | 7588.40                       | 2.15                    | -0-                             | 2.15                              |
| Bank Statement Balance     | (No Outstanding Checks)  |                           |                       |                               |                         |                                 | 2.15                              |
| Total Cash In Bank         |                          |                           |                       |                               |                         |                                 | 2.15                              |
| Tyler County Payroll       | 16186.76                 | 67078.58                  |                       |                               | 18890.33                | -0-                             | 18890.33                          |
| General                    |                          |                           |                       | 45851.59                      |                         |                                 |                                   |
| Solid Waste                |                          |                           |                       | 1248.22                       |                         |                                 |                                   |
| R & B #1                   |                          |                           |                       | 3240.95                       |                         |                                 |                                   |
| R & B #2                   |                          |                           |                       | 4023.86                       |                         |                                 |                                   |
| R & B #3                   |                          |                           |                       | 3830.70                       |                         |                                 |                                   |
| R & B #4                   |                          |                           |                       | 6093.34                       |                         |                                 |                                   |
| County Attorney Check Fees |                          |                           |                       | 86.35                         |                         |                                 |                                   |
| Totals For Payroll         | 16186.76                 | 67078.58                  | -0-                   | 64375.01                      | 18890.33                | -0-                             | 18890.33                          |
| Bank Statement Balance     |                          |                           |                       |                               |                         |                                 | 37119.66                          |
| Less Outstanding Checks    |                          |                           |                       |                               |                         |                                 | (18229.33)                        |
| Total Cash In Bank         |                          |                           |                       |                               |                         |                                 | 18890.33                          |
| 1977 HUD Grant             | 401.00                   | -0-                       | -0-                   | 401.00                        | -0-                     | -0-                             | -0-                               |
| Bank Statement Balance     | (Account Closed)         |                           |                       |                               |                         |                                 | -0-                               |
| Total Cash In Bank         |                          |                           |                       |                               |                         |                                 | -0-                               |

BALANCES, RECEIPTS AND DISBURSEMENTS

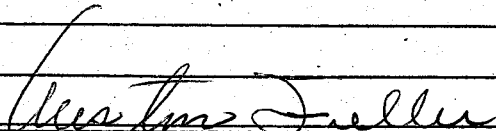
All Funds

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AUSTIN FULLER

Month Of January, 1981

COUNTY TREASURER

| FUND  | Cash On Hand<br>12-31-80 | Receipts Present<br>Month | Transfers In<br>(Out) | Disburse-<br>Ments<br>Current | Cash On Hand<br>1-31-81 | Certifi-<br>cates of<br>Deposit | Available<br>Resources<br>1-31-81 |
|---|--------------------------|---------------------------|-----------------------|-------------------------------|-------------------------|---------------------------------|-----------------------------------|
| Federal Revenue Sharing   | 10483.57                 | 149043.75                 | -0-                   |                               | 71166.76                | 50000.00                        | 121166.76                         |
| Jail  |                          |                           |                       | -0-                           |                         |                                 |                                   |
| Solid Waste   |                          |                           |                       | 2123.19                       |                         |                                 |                                   |
| R & B #1  |                          |                           |                       | -0-                           |                         |                                 |                                   |
| R & B #2  |                          |                           |                       | -0-                           |                         |                                 |                                   |
| R & B #3  |                          |                           |                       | -0-                           |                         |                                 |                                   |
| R & B #4  |                          |                           |                       | 12591.67                      |                         |                                 |                                   |
| General   |                          |                           |                       | 23645.70                      |                         |                                 |                                   |
| Certificates of Deposit   |                          |                           |                       | 50000.00                      |                         |                                 |                                   |
| Revenue Sharing Totals  | 10483.57                 | 149043.75                 | -0-                   | 88360.56                      | 71166.76                | 50000.00                        | 121166.76                         |
| Bank Statement Balance  |                          |                           |                       |                               |                         |                                 | 71354.27                          |
| Less Outstanding Checks   |                          |                           |                       |                               |                         |                                 | ( 187.51)                         |
| Total Cash In Bank  |                          |                           |                       |                               |                         |                                 | 71166.76                          |
|  |                          |                           |                       |                               |                         |                                 |                                   |
| Austin Fuller   |                          |                           |                       |                               |                         |                                 |                                   |
| County Treasurer  |                          |                           |                       |                               |                         |                                 |                                   |

WITNESS OUR HANDS, officially, this 9 Jan day of 1981 A.D.,  
1981.

Allen Sturrock  
County Judge

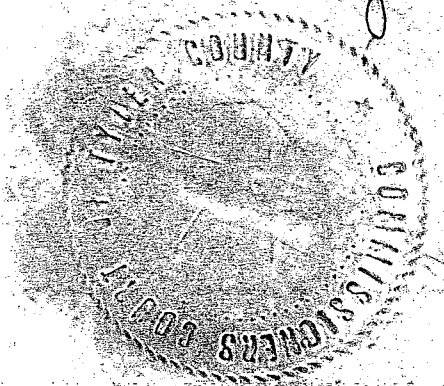
Maxie L. Riley Pro-Tem  
Commissioner Pct. 1

Kenneth Lowe  
Commissioner Pct. 2

Jerry Mahan  
Commissioner Pct. 3

Berton A. Odom  
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, Jerry Mahan, Comm. Pct. 3, and Berton A. Odom, Comm. Pct. 4, County Commissioners of Tyler County, Texas, each respectively, on this 9 day of February A.D., 1981.



Grace Bostick  
Tyler County Clerk


By: \_\_\_\_\_  
Deputy



RECONCILIATION OF COUNTY AUDITORS FUND BALANCE  
WITH COUNTY TREASURER CASH BALANCE  
January 31, 1981

|                                 | Auditor<br>Fund<br>Balance | Less<br>Certificate<br>Deposit | Treasurer<br>Cash<br>Balance |
|---------------------------------|----------------------------|--------------------------------|------------------------------|
| <u>OPERATING FUNDS</u>          |                            |                                |                              |
| General                         | \$(45,542.34)              | \$ 81,979.27                   | \$(127,521.61)               |
| Road & Bridge I                 | 17,622.90                  | 34,398.74                      | ( 16,775.84)                 |
| Road & Bridge II                | 11,406.42                  | 38,597.60                      | (27,191.18)                  |
| Road & Bridge III               | 26,291.78                  | 47,983.98                      | (21,692.20)                  |
| Road & Bridge IV                | 17,386.40                  | 38,994.28                      | (21,607.88)                  |
| Airport Maintenance             | 786.54                     | -0-                            | 786.54                       |
| <u>SPECIAL REVENUE FUNDS</u>    |                            |                                |                              |
| Library                         | 9,364.28                   | 7,793.70                       | 1,570.58                     |
| HUD-77                          | -0-                        | -0-                            | -0-                          |
| Federal Revenue Sharing         | 121,166.76                 | 50,000.00                      | 71,166.76                    |
| <u>DEBT SERVICE FUNDS</u>       |                            |                                |                              |
| Permanent Improvements I&S      | 279.76                     | -0-                            | 279.76                       |
| Right-Of-Way I&S                | 12,527.88                  | -0-                            | 12,527.88                    |
| Solid Waste I&S                 | 2,187.09                   | 2,024.12                       | 162.97                       |
| <u>CAPITAL PROJECTS FUNDS</u>   |                            |                                |                              |
| Capital Improvements            | 77,960.66                  | 70,844.02                      | 7,116.64                     |
| County Wide Right-of-Way        | 82,890.95                  | -0-                            | 82,890.95                    |
| Right-of-Way I                  | -0-                        | -0-                            | -0-                          |
| Right-Of-Way II                 | 314.25                     | -0-                            | 314.25                       |
| Right-of-Way III                | -0-                        | -0-                            | -0-                          |
| Right-of-Way IV                 | 6,505.75                   | -0-                            | 6,505.75                     |
| <u>TRUST &amp; AGENCY FUNDS</u> |                            |                                |                              |
| County Employee Savings         | -0-                        | -0-                            | -0-                          |
| Criminal Justice State Cost     | 1,559.00                   | -0-                            | 1,559.00                     |
| State CVC                       | 226.25                     | -0-                            | 226.25                       |
| D.A. Check Fees                 | 30.00                      | -0-                            | 30.00                        |
| Co. Atty. Check Fees            | 1,481.70                   | -0-                            | 1,481.70                     |
| Undivided Fund                  | 112,707.32                 | -0-                            | 112,707.32                   |
|                                 | <u>\$457,153.35</u>        | <u>\$372,615.71</u>            | <u>\$ 84,537.64</u>          |

I hereby certify that this report is correct to the best of my knowledge and belief, according to records of this office.

  
Ann Fondren, Co. Auditor

Auditor's Fund Balance:

FEDERAL REVENUE SHARING :

|                   |                   |
|-------------------|-------------------|
| General           | \$ 49,778.31      |
| Road & Bridge I   | 10,901.26         |
| Road & Bridge II  | 15,032.01         |
| Road & Bridge III | 21,523.60         |
| Road & Bridge IV  | 10,564.12         |
| Solid Waste       | 8,687.97          |
| Jail Construction | 4,679.49          |
| TOTAL:            | <u>121,166.76</u> |

# DEPUTATION

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THE STATE OF TEXAS

COUNTY OF TYLER I, LEON FOWLER

SHERIFF of the County of TYLER, and State of Texas, having full confidence in ELZA OATES of said County and State, do hereby, with the consent of the Commissioners' Court of TYLER County, Texas, nominate and appoint him, the said ELZA OATES my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TYLER COUNTY SHERIFF of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1st day of JANUARY A. D. 1981

*Leon Fowler*

SHERIFF of TYLER County, Texas.

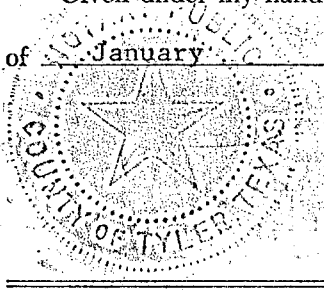
THE STATE OF TEXAS

COUNTY OF TYLER Before Me, the undersigned authority, in and for

TYLER County, Texas, on this day personally appeared \_\_\_\_\_

LEON FOWLER, SHERIFF, TYLER COUNTY known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 1st day of January A. D. 1981



*Betty Ray*  
Notary Public in and for Tyler County, Texas  
BETTY RAY, Notary Public  
My commission expires April 2, 1981

## OATH OF OFFICE

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

Subscribed and sworn to before me, this 1st day of January A. D. 1981  
*Elza Oates*  
*Notary Public*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."



STECK

# DEPUTATION

VOL. 6 Pg. 298

THE STATE OF TEXAS

COUNTY OF TYLER I, LEON FOWLER

SHERIFF of the County of TYLER, and State of Texas, having full confidence in B. J. VARDEMAN of said County and State, do hereby, with the consent of the Commissioners' Court of TYLER County, Texas, nominate and

appoint him, the said B. J. VARDEMAN my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said

TYLER COUNTY SHERIFF of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1st day of JANUARY A. D. 1981

Leon Fowler

SHERIFF of TYLER County, Texas.

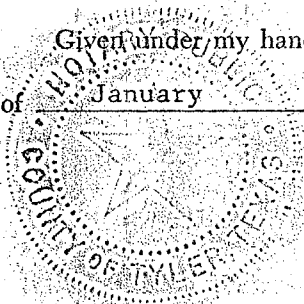
THE STATE OF TEXAS

COUNTY OF TYLER Before Me, the undersigned authority, in and for

TYLER County, Texas, on this day personally appeared \_\_\_\_\_

LEON FOWLER, SHERIFF, TYLER COUNTY known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 1st day of January A. D. 1981



Betty Ray

Notary Public in and for Tyler County, Texas

BETTY RAY, Notary Public

Commission expires April 2, 1981

## OATH OF OFFICE

I, B. J. VARDEMAN, do solemnly swear (or affirm), that I will

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

B. J. Vardeман  
1st day of January A. D. 1981  
Alfred [Signature]

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1981

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."



# DEPUTATION

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THE STATE OF TEXAS

COUNTY OF TYLER I, LEON FOWLER

SHERIFF of the County of TYLER, and State of Texas, having full confidence in EARLON WADE SKINNER of said County and State, do hereby, with the consent of the Commissioners' Court of TYLER County, Texas, nominate and appoint him, the said EARLON WADE SKINNER my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TYLER COUNTY SHERIFF of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1st day of JANUARY A. D. 1981

*Leon Fowler*

SHERIFF of TYLER County, Texas.

THE STATE OF TEXAS

COUNTY OF TYLER Before Me, the undersigned authority, in and for

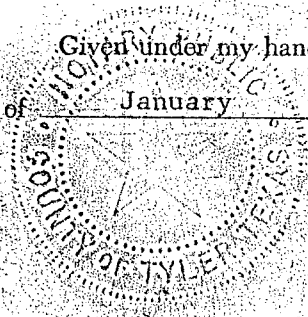
TYLER County, Texas, on this day personally appeared \_\_\_\_\_

LEON FOWLER, SHERIFF, TYLER COUNTY known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 1st day of January A. D. 1981

*Betty Ray*

Notary Public in and for Tyler County, Texas  
BETTY RAY, Notary Public  
Commission expires April 2, 1981



## OATH OF OFFICE

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

*Earlon Wade Skinner*

Subscribed and sworn to before me, this 1st day of January A. D. 1981

*Notary Signature*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."





# DEPUTATION

THE STATE OF TEXAS

VOL. 6 P. 302

COUNTY OF TYLER I, LEON FOWLER

SHERIFF of the County of TYLER, and State of Texas, having full confidence in DON WOODROME of said County and State, do hereby, with the consent of the Commissioners' Court of TYLER County, Texas, nominate and appoint him, the said DON WOODROME my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TYLER COUNTY SHERIFF of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1st day of JANUARY A. D. 1981

*Leon Fowler*

Sheriff of Tyler County, Texas.

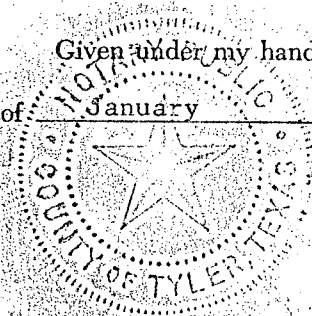
THE STATE OF TEXAS

COUNTY OF Tyler Before Me, the undersigned authority, in and for

Tyler County, Texas, on this day personally appeared \_\_\_\_\_

LEON FOWLER, SHERIFF, TYLER COUNTY known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 1st day of January A. D. 1981



*Betty Ray*

Notary Public in and for Tyler County, Texas

BETTY RAY, Notary Public

April 2, 1981

## OATH OF OFFICE

I, DON WOODROME, do solemnly swear (or affirm), that I will

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

*Don Woodrome*

Subscribed and sworn to before me, this 1st day of January A. D. 1981

*Notary Signature*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."



# DEPUTATION

VOL. 6

Pg. 296

THE STATE OF TEXAS

COUNTY OF TYLER

I, LEON FOWLER

SHERIFF of the County of TYLER, and State of Texas, having full confidence in ELZA OATES of said County and State, do hereby, with the consent of the Commissioners' Court of TYLER County, Texas, nominate and appoint him, the said ELZA OATES my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TYLER COUNTY SHERIFF of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1st day of JANUARY A. D. 19 81

*Leon Fowler*

SHERIFF of TYLER County, Texas.

THE STATE OF TEXAS

COUNTY OF TYLER

Before Me, the undersigned authority, in and for

TYLER County, Texas, on this day personally appeared

LEON FOWLER, SHERIFF, TYLER COUNTY known to me

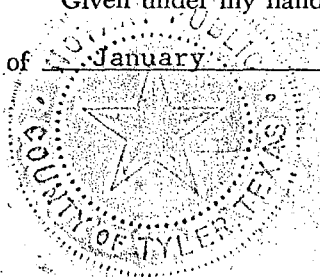
to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 1st day of January A. D. 19 81

*Betty Ray*

Notary Public in and for Tyler County, Texas  
BETTY RAY, Notary Public

My commission expires April 2, 19 81



## OATH OF OFFICE

I, ELZA OATES, do solemnly swear (or affirm), that I will

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

*Elza Oates*

Subscribed and sworn to before me, this 1st day of January A. D. 19 81

*[Signature]*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of Tyler County, Texas.

Upon application duly presented, it is ordered by the Court that Leon Fowler of Tyler County, Texas, be and he is hereby authorized to appoint and deputize

a Office Deputy Sheriff for Tyler County Sheriff's Office of

said office. Said appointment to date from the 1st day of February 19 81, and to

~~continue in effect until revoked by said office or otherwise terminated, and the compensation to be~~

~~paid said deputy is hereby fixed at the sum of \_\_\_\_\_ Dollars,~~

~~per annum, payable solely from the fees of said office.~~

Entered 9th day of February 19 81. Recorded in Minute Book 6 Page 286

585

NO. \_\_\_\_\_

DEPUTATION  
OF

Betty L. Ray

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ A. D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_ in Book \_\_\_\_\_ page \_\_\_\_\_ of the records of deputations of \_\_\_\_\_ County.

Clerk County Court \_\_\_\_\_ County, Texas.

By \_\_\_\_\_ Deputy.

STEEC-AUSTIN

STREET AGREEMENT

This agreement grants permission for the Commissioner of Tyler County Precinct 3 to work the streets of the City of Colmesneil. This agreement will be in effect for the term of his office (four (4) years). This agreement may be cancelled by the Commissioner or by the City Council at any time.

- 1. City will not work or grade streets while this agreement is in effect without the permission of the Commissioner.
- 2. City will install markers on water lines as soon as they can be purchased.
- 3. City will pay the sum of ten dollars (\$10) per year for this service and add other funds as they become available.
- 4. City will show where all manhole covers, water lines, and sewer lines are located. The county will not be responsible for breakage of any of the above.
- 5. Commissioner agrees to faithfully work the streets in a timely, thorough, and professional manner.
- 6. Commissioner agrees to the best of his ability to prevent all unnecessary damage to the city system.

Additions 7 & 8 on following page

The State of Texas

County of Tyler

Before me, the undersigned authority on this day personally appeared.

Commissioner Jerry Mahan Council Kenneth Brown  
 Mayor B. J. [Signature] Council Bill [Signature]  
 Mayor Pro-Tem David [Signature] Council Thomas [Signature]  
 Colmesneil Tele, Co Charles [Signature] Council Ross [Signature]

00L.6

Pg. 307

7. Commissioner agrees to ~~Notify~~ Colmesneil Telephone Co. when ditches are to be worked or any digging in the city.
8. Colmesneil Telephone Co. ( Charles Fortenberry) agrees when notified of ditches being worked or digging in the city that he will locate telephone lines, also he has agreed to locate gas lines and the county or city would not be held liable.

00L.6

Pg. 308

Known to me to be the persons whose name is subscribed to the foregoing agreement and acknowledged to me that they executed same for the purposes and consideration therein expressed.

Sworn to and subscribed before me this 4<sup>th</sup> day of February, 1981.

Jimmy Davis J. P. #3 Tyler County

Notary Public in and for Tyler County, Texas.

My commission expires JAN 1 1983

Name Jimmy Davis

**7112 Texas Revised Civil Statutes**

**7112.1 Responsibility of DHR for Foster Care**

Texas Revised Civil Statutes Annotated, Article 695c, Subsection 17-A, charges DHR with providing foster family care in accordance with rules and regulations issued by DHR. DHR is empowered and authorized to accept and expend funds made available from any and all sources for the purpose of providing foster care on behalf of dependent children.

Texas Revised Civil Statutes Annotated, Article 695c, Subsection 6, designates DHR as the State agency to cooperate with the Federal, State, and local governments in the administration of Title IV of the Federal Social Security Act, which provides funds for eligible foster care children under Part A.

To administer and expend Federal, State, and local funds, DHR may contract with a county where a county child welfare board has been established.

"The Texas Department of Human Resources through county child welfare boards, ~~shall work in conjunction with the county commissioners' court~~, juvenile boards and all other officers and agencies whose purpose is for the protection of the children described herein, and the Texas Department of Human Resources is hereby authorized to use and allot any funds, that may be specifically appropriated for such purposes, by the Legislature, that may be necessary in jointly establishing and maintaining, together juvenile board and other county or city board or other agency, home, schools, and institutions for the care, protection, education, and training of the class of children sought to be protected by the provisions hereof." TEX. REV. CIV. STAT. ANN. art. 695a.

Child welfare boards and contracts are discussed in Item 7810, Child Welfare Contracts.

**7112.2 Responsibility of County Governments for the Maintenance of Children in Foster Care**

County funds may be spent only for those purposes expressly authorized by law. Support and maintenance of children in foster care is the responsibility of county governments. TEX. REV. CIV. STAT. ANN., art 2351, Subsection 11 provides:

"Every commissioners' court shall provide for the support of paupers and such idiots and lunatics as cannot be admitted into the lunatic asylum, residents of their county, who are unable to support themselves..." TEX. REV. CIV. STAT. ANN. art. 2351, Subsection 11.





# ALLISON CHEVROLET, INC.

HIGHWAY 69 P. O. BOX 460  
COLMESNEIL, TEXAS 75938

002.6 Pg. 310

February 9, 1981

County Clerk  
County of Tyler, Texas

Allison Chevrolet, Inc. is unable to bid the 12 passenger van to the prescribed specification because Chevrolet does not offer a hinged side door (only sliding), nor does Chevrolet offer 16 inch wheels on a 3/4 ton chassis. The following options are available and can be delivered within 60 days at the quoted price:

- |   |   |
|---|---|
| 1981 Chevrolet 12 passenger van<br>3/4 ton chassis-125" wheelbase | 1981 Chevrolet 12 passenger van<br>*1Ton chassis-125" wheelbase |
| Solid color   | Solid color   |
| Vinyl interior  | Vinyl interior  |
| *Sliding side door  | *Sliding side door  |
| 350 CID V-8 engine  | 350 CID V-8 engine  |
| Front & Rear air & heat   | Front & rear air & heat   |
| Heavy duty equipment package                                      | Heavy duty equipment package                                    |
| Dual mirrors  | Dual mirrors  |
| Power Steering  | Power Steering  |
| Automatic Transmission  | Automatic Transmission  |
| Standard Warranty   | Standart Warranty   |
| Seat Belts  | Seat Belts  |
| Emergency door in rear  | Emergency door in rear  |
| Side Window glass   | Side Window glass   |
| Removable seats   | Removable seats   |
| *15 inch wheels   | 16 inch wheels with 8 ply tires                                 |
| Spare tire  | Spare tire  |
| Power Brakes  | Power Brakes  |

\$9,619.70

\$10,185.50

Please contact us if we can be of service.

Sincerely yours,

*Robert E. Allison, Jr.*  
Allison Chevrolet, Inc.

\* Not as specified.





ALLISON CHEVROLET, INC.  
HIGHWAY 69 P.O. BOX 460  
COL MESNEIL, TEXAS 75938

00L.6

pg. 311

NO. \_\_\_\_\_ TIME: 8:45 AM  
PM

FEB 21 1981

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY:

*Grace Bostick*

County Clerk  
County of Tyler  
Woodville, Texas 75979


**FORD**

# KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

Feb 9, 1981

Office of the County Clerk, Tyler County

Knapp Ford Sales is pleased to offer the following vehicle in response to the "notice to bidders" for one 12 passenger Van :

|   |   |
|---|---|
| 1981 E 250 $\frac{3}{4}$ Ton Club Wagon |   |
| 12 Passenger Capacity                   | Automatic Transmission                              |
| 138 inch wheel base                     | Outside Rearview Mirrors                            |
| Hinged Side Door                        | Four way warning Flasher                            |
| Heavy Duty Shocks                       | 351 V8 Engine                                       |
| Heavy Duty Radiator                     | Front & Rear Air Conditioner                        |
| Heavy Duty Alternator                   | 16 inch - 8 Ply Tires                               |
| Power steering                          | Spare Tire & Wheel                                  |
| Power brakes                            | Rear emergency door                                 |
| Glass side windows                      | Deluxe insulation pkg<br>with interior vinyl panels |

Price For Unit \$ 10,639.00

This vehicle must be ordered and should be produced within 6-8 weeks.

Tom Knapp  
President



KNAPP FORD SALES, Inc.

104 Pine Street  
Woodville, Texas 75979

004.6

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Bid For One 12 Passenger Van

Office of the County Clerk  
County of Tyler, Texas

NO. \_\_\_\_\_ TIME: 9:00 AM

FEB 09 1981

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY *Trina Hooks*

TRINA HOOKS



GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 214/597-6641 / TYLER, TEXAS 75712

February 09, 1981

The Honorable County Judge  
And Commissioner's Court  
Tyler County  
Woodville, Texas 75979

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct Number IV, as follows:

New Champion Model 710 R Tandem Drive Motor Grader, Equipped As Follows:

- Allis-Chalmers Model 2950 Mark II Diesel Engine Developing 125 Flywheel Horsepower;
- Manual Shift Transmission;
- Dry Type Air Cleaner;
- Exhaust Rain Cap;
- Hand Throttle;
- Full Instrument Panel;
- 12 Foot Hydraulic Shift Moldboard;
- Rear Tow Hitch;
- 13:00 X 24 Tires, (10 Ply) Front And Rear;
- 4 Wheel Power Boosted Brakes;

Less Trade In: Caterpillar 112F, serial number 82 F 601

Net Trade Difference F.O.B. Tyler County..... \$ 56,520.00

Delivery: 10 Days

002.6

pg. 315

Tyler County

-2-

February 09, 1981

We always appreciate the opportunity of bidding on your equipment needs, and hope to continue to serve you.

Sincerely yours,

GEORGE P. BANE, INC.

*Garth B. King*  
Garth B. King

Sales Manager

ACCEPTED:

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GBK/ge



GEO. P. BANE, INC.

BOX 4299

TYLER, TEXAS 75712

002.6

pg. 316

The Honorable County Judge  
And Commissioner's Court  
Tyler County  
Woodville, Texas 75979

NO. \_\_\_\_\_ TIME: 9:00 <sup>AIR</sup> <sub>PM</sub>

FEB 09 1981

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: *Trina Hooks*

TRINA HOOKS

Sealed Bid Encl.

Motor Grader Prec. # 4



UOL. 6 Pg. 318

## Allen Machinery Company, Inc.

P.O. Box 3327 - Loop 287 West  
Lufkin, Texas 75901  
Phone 713-634-8801

FEBRUARY 6, 1981

TYLER COUNTY  
COMMISSIONERS COURT

GENTLEMEN:

WE ARE PLEASED TO QUOTE ON A JOHN DEERE 670A MOTOR GRADER, EQUIPPED AS FOLLOWS:

1 - JD 670A MOTOR GRADER

25° ARTICULATED FRAME STEERING - 22 FOOT TURNING RADIUS.

8 SPEED POWER SHIFT TRANSMISSION - DIRECT DRIVE.

DIFFERENTIAL LOCK - ALL SPEEDS, OPERATOR CONTROLLED

14.00 X 24, 12-PLY TIRES - 12" RIMS

13 FOOT HEAVY DUTY MOLDBOARD - DURA MAX EDGES.

ALL-HYDRAULIC CONTROL OF BLADE & MACHINE FUNCTIONS.

CLOSED CENTER HYDRAULICS w/POSITIVE HYDRAULIC LOCK.

FULL LENGTH FRAME, HYDRAULIC STEEL TUBING - NOT HOSE.

360° BLADE ROTATION w/90° BANK CUT.

ROPS CAB w/FRONT & REAR LIGHTS & 19,000 BTU HEATER.

PERSONAL POSTURE SEAT w/CLOTH COVER.

SEAT SUSPENSION w/WEIGHT ADJUSTMENT.

ARTICULATION INDICATOR.

ALL GUAGES MOUNTED IN FRONT OF OPERATOR.

HYDRAULIC - INBOARD MOUNTED - WET DISC BRAKES w/INDEPENDENT OPERATION.

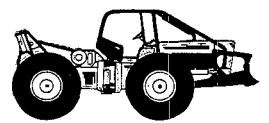
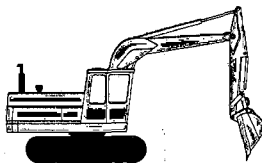
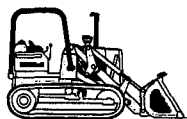
ENGINE SIDE SHIELDS w/FULL VANDAL PROTECTION.

REVERSE WARNING ALARM.

24 VOLT ELECTRICAL SYSTEM.

BOTTOM GUARD

OPERATOR TOOL BOX.







00L.6

pg. 319

## Allen Machinery Company, Inc.

P.O. Box 3327 - Loop 287 West  
Lufkin, Texas 75901  
Phone 713-634-8801

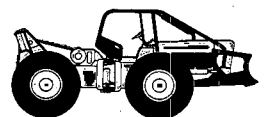
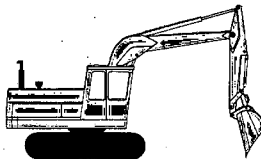
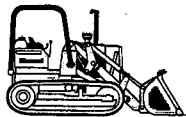
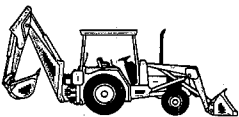
PAGE 2 --CONTINUED-----BID ON JD 670A MOTOR GRADER.

|  |  |
|--|--|
| DELIVERY:                                      | STOCK  |
| WARRANTY:                                      | ONE YEAR FACTORY WARRANTY WITH FIRST 3 MONTHS<br>FREE FIELD SERVICE. |
| LIST PRICE:                                    | \$94,370.00  |
| LESS TRADE-IN<br>AND GOVERNMENTAL<br>DISCOUNT: | <u>\$37,350.00</u>   |
| NET PRICE FOB<br>SPURGER, TEX.                 | \$57,020.00  |

SINCERELY,

GLEN McDANIEL  
SALESMAN

GM/JL



ALLEN MACHINERY COMPANY, INC.

P. O. BOX 3327

LUFKIN, TEXAS 75901

19. 320

COMMISSIONERS COURT  
TYLER COUNTY  
WOODVILLE, TEXAS 75979

NO. \_\_\_\_\_ TIME: 9:10 PM

GRACE DOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY: *D. Langham*



# Mustang

## TRACTOR & EQUIPMENT COMPANY

12800 NORTHWEST FREEWAY • BOX 1373 • HOUSTON, TEXAS 77001 • (713) 460-2000

VOL. 6

Pg. 321

7790 EASTEX FREEWAY  
BEAUMONT, TEXAS

U.S. HIGHWAY 69 S.E.  
LUFKIN, TEXAS

HIGHWAY 71 NORTH  
EL CAMPO, TEXAS



### QUOTATION

TO Commissioner's Court  
Tyler County  
Woodville, Texas 75979

QUOTATION NO. S81-39

DATE January 26, 1981

Gentlemen:

CUSTOMER INQUIRY NO.

**IMPORTANT: WHEN ORDERING, PLEASE MENTION ABOVE QUOTATION NUMBER AND DATE.**

| QUAN.  | DESCRIPTION  | UNIT PRICE | EXTENSION   |
|--|--|------------|---|
| 1  | <p>We are pleased to submit the following for your consideration:</p> <p>New Caterpillar 120 motor grader, Series G. Includes diesel engine with 24-volt electrical system, 35 ampere alternator, dry-type air cleaner with service indicator and automatic dust ejector, blower fan, muffler, accelerator-decelerator, power shift transmission, articulated frame, hydraulic (controls, steering, and leaned front wheels), tandem drive, 12-foot hydraulic sideshift blade, 6" x 5/8" DH2 steel cutting edges, hand throttle, seat belt, service meter, horn, back-up alarm, adjustable control console, EMS operator warning system, four wheel oil disc brakes, parking brake, rear drawbar, stop and tail lights, tilt adjustable steering wheel, tool box, and 13.00-24, 10PR (G-2) tires.</p> <p>Price F.O.B. Tyler County, Texas</p> <p>Approximate weight: 26,000 lbs.</p> <p>Less trade-in of your Caterpillar 112F motor grader<br/>Price after trade-in</p> <p>Option: For roll-over protection canopy, ADD \$3,000.00.</p> <p>We appreciate the opportunity of quoting on your equipment needs and hope we may be favored with your order.</p> |            | <p>\$85,716.00</p> <p><u>24,875.00</u></p> <p>\$60,841.00</p> |
| <p>APPLICABLE WARRANTY(S): Caterpillar    PRICES ARE F.O.B.: Tyler County, Texas</p> |  |            |   |

THIS QUOTATION SHALL TERMINATE UNLESS MUSTANG RECEIVES WRITTEN ACCEPTANCE WITHIN 30 DAYS HEREOF.

ACCEPTED THIS DAY OF \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
(If signing for a corporation or partnership, include name of customer and title of person signing.)

MUSTANG TRACTOR & EQUIPMENT COMPANY

By Jim Lindsay Area Manager  
(TITLE)

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF, SAME BEING INCORPORATED HEREIN BY REFERENCE.

## TERMS AND CONDITIONS

**1. Price, Terms of Payment.** All prices are exclusive of sales and any other applicable taxes. Unless terms acceptable to Mustang Tractor & Equipment Company ("Mustang") are agreed to in advance, all prices are payable in full prior to delivery. Orders are placed at manufacturer's current list price. In the event of price changes by manufacturer, the price prevailing at time of delivery will be paid by purchaser.

**2. Product Warranty, Disclaimer and Limitation.** The only warranties, if any, applicable to any item of machinery, equipment or other personal property subject hereto are identified on the reverse side hereof.

**2.1. New Products.** Mustang will not make any warranties, express or implied, regarding any new item of machinery, equipment or other personal property subject hereto, and Mustang **DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE** with respect to each such item. Customer's sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any new item of machinery, equipment or other personal property subject hereto shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers with respect to such products and described on the reverse side hereof. If any such express, written warranty is applicable, a copy thereof will be furnished upon request.

**2.2. Used Products.** Mustang will not make any warranties, express or implied, regarding any used item of machinery, equipment or other personal property and Mustang has expressly **DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE** regarding any such used item except for the express warranties specifically described on the reverse side hereof, if any. An explanation of each warranty offered by Mustang is set forth below. **ONLY THE WARRANTY DESCRIBED ON THE REVERSE SIDE HEREOF WILL BE APPLICABLE TO THE SALE BY MUSTANG OF THE PRODUCTS DESCRIBED HEREIN.**

**A. BONDED BUY** — If the applicable warranty is "Bonded Buy", the product described on the reverse side hereof will be warranted against defective material or workmanship for a period of **60 days** from purchase date. No charge will be made for parts or labor if the defect occurs and Mustang is notified in writing during the **60 day** period from purchase date.

**B. PREMIUM BUY** — If the applicable warranty is "Premium Buy", the product described on the reverse side hereof will be warranted against defective material or workmanship for a period of **30 days** from purchase date. No charge will be made for parts or labor if the defect occurs and Mustang is notified in writing during the **30 day** period from purchase date.

**C. CERTIFIED BUY** — If the applicable warranty is "Certified Buy", the product described on the reverse side hereof will be warranted against defective material or workmanship for a period of **30 days** from purchase date. If defects do exist Mustang will pay **ONE-HALF** of cost for parts and labor if Mustang is notified in writing during the **30 day** period from purchase date.

**D. BUY AND TRY** — If the applicable warranty is "Buy and Try" and the product does not meet purchaser's satisfaction, it may be returned within three days of purchase for a full refund. **THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES.**

**E. "AS IS"** — If the applicable warranty is "As Is", no **IMPLIED OR EXPRESS WARRANTIES** of any kind whatsoever will be applicable to product purchased.

The parties agree that the Customer's **SOLE AND EXCLUSIVE REMEDY** against Mustang under **BONDED, PREMIUM or CERTIFIED BUYS** will be for the repair or replacement of defective parts as provided in the warranty or condition selected. Repair or Replacement shall be at Mustang's discretion and **AT MUSTANG'S REGULAR PLACE OF BUSINESS**, during normal business hours. Customer agrees that no other remedy (including, but not limited to claims for **INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE WHATSOEVER, or INJURY TO PERSONS OR PROPERTY, OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR SPECIAL INCIDENTAL LOSS**) shall be available to him.

Customer acknowledges and agrees that this quotation contains all agreements between Customer and Mustang and they are hereby accepted by Customer. Customer further agrees and acknowledges that no verbal contracts, agreements or warranties other than what is written in this quotation have been received or given, and signature on this quotation by Customer acknowledges this fact.

**3. Force Majeure.** This quotation, when accepted by Customer, shall become a binding contract but Mustang's obligation to deliver shall be conditioned upon and subject to strikes, walkouts, accidents, fire, delays in manufacturer transportation, acts of God, and embargoes or Governmental action or any other causes beyond the control of Mustang whether the same as or different from the matters and things hereinabove specifically enumerated, and any of such causes shall absolutely absolve Mustang from any liability to Customer, under the terms hereof. Upon acceptance, Customer, shall be obligated to pay the purchase price applicable to the products reflected on the reverse side hereof in accordance with the terms hereof and of any other documents now, heretofore or hereafter executed to evidence such obligation.

**4. Security Interest.** If the product(s) is not paid for in full in cash at the time of delivery, Mustang will retain and Customer hereby grants to Mustang a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accretions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of Mustang. Customer further appoints Mustang as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of Customer. In the event Customer fails to execute any such financing statement or security agreement upon request by Mustang, the entire balance of the purchase price shall at Mustang's option become due and payable and Mustang shall have all remedies available to it provided for and set out in the Uniform Commercial Code. Customer also agrees to execute and deliver to Mustang any notes or other evidences of indebtedness that may be required by Mustang. However, any note taken herewith shall be evidence of Customer's obligation to pay the unpaid balance only and is not to be considered or construed to be payment for the product(s).

**5. Shipment.** Mustang's responsibility for shipment will cease upon delivery to a transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by Customer directly to the transportation company. Any claims which Customer may be entitled to make against Mustang for shortages and shipments shall be made within fifteen (15) days after receipt of shipment.

**6. Enforceability, Entire Agreement.** Customer agrees that this quotation, upon acceptance by Customer, shall not be countermanded by him and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale of this above specified) it will, together with any security agreement, promissory note or other evidence of indebtedness executed by Customer subsequently hereto, constitute the entire agreement between the parties relative to this transaction. Customer further agrees that Mustang is not bound by any representations or agreements made by any agent or employee of Mustang relative to this transaction unless specifically embodied herein.

**7. Indemnity.** Customer further agrees to indemnify and save harmless Mustang from all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character whatsoever occasioned by the operation, handling or transportation of any of the product(s) covered by this quotation and while the product(s) is in the possession or under the custody and control of Customer.

**8. Place of Payment, Venue.** In consideration of the sale of the product(s) by Mustang, Customer agrees to pay Mustang for such product(s) at Mustang's principal office in Houston, Harris County, Texas, and further agrees that should any legal action or judicial proceeding be required in connection with this transaction, that venue shall be in Houston, Harris County, Texas.

**9. Attorney's Fees.** In the event any action either to collect payment or enforce the terms and provisions of this quotation becomes necessary, Customer agrees to pay reasonable attorney's fees to Mustang should this matter be placed in the hands of an attorney for collection.

**10. Miscellaneous.** This quotation shall be interpreted and construed in accordance with the laws of the State of Texas. Invalidity of any portion of this quotation shall not affect the validity or enforceability of the remainder of the terms and conditions hereof, and the parties hereby agree that this quotation shall be construed as if such invalid provision had not been inserted.

**11. Termination of Quotation.** This quotation shall terminate unless Mustang receives written acceptance hereof within the period set forth on the reverse side hereof. Such written acceptance must refer to the quotation number and date of this quotation.



# Mustang

**TRACTOR & EQUIPMENT CO.**

P. O. BOX 1373  
HOUSTON, TEXAS 77001



**FIRST CLASS MAIL**

Commissioner's Court  
Tyler County  
Woodville, Texas 75979

Motor Grader Bid of Pct. #4  
Opening Date: 10 A.M. 2-9-81

NO. \_\_\_\_\_ TIME: 8:15 AM  
PM

FEB 09 1981

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY: *Grace Bostick*

001.6  
19.322

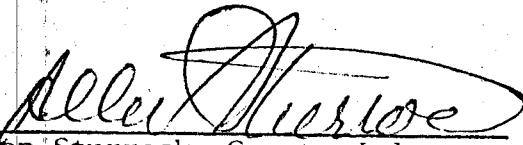
NOTICE OF TIME AND PLACE OF MEETING  
COMMISSIONER'S COURT  
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. \_ Art. 6252-17

Notice is hereby given that Commissioners Court will hold it's regular meeting on Monday FEBRUARY 9, 1981 at 10:00 A. M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A  
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1. APPROVE COUNTY TREASURERS MONTHLY REPORT.
2. APPROVE COUNTY EXTENSION MONTHLY REPORT.
3. ACCEPT ROAD IN PRECINCT I.
4. OPEN BIDS ON MINI BUS.
5. MALENDIA STRYKER ON FOSTER CHILDREN.
6. ADVERTISE FOR BIDS ON COUNTY DEPOSITORY.
7. ADVERTISE FOR BIDS ON TWO USED CARS FROM THE SHERIFFS DEPARTMENT.
8. APPROVE DEPUTATIONS.
9. CONSIDER FLYING MODEL AIRPLANES.
10. OFFICE SPACE FOR COMMISSIONERS IN COURTHOUSE.
11. GO OUT FOR BIDS ON CHAIN LINK FENCE FOR PCT.III BARN.
12. ADVERTISE FOR BIDS ON PURCHASING A TILT TRAILER TO HAUL LOADER, PCT.III.
13. ADVERTISE TO SELL TRUCK AND DOVE TRAILER TRACTOR, PCT.III.
14. ACCEPT ROAD IN PRECINCT III.
15. ACCEPT CONTRACT WITH CITY OF COLMESNEIL.
16. OPEN BIDS ON MOTOR GRADER FOR PRECINCT IV.

  
Allen Sturrock, County Judge  
Tyler County, Texas

NO. \_\_\_\_\_ TIME: 9:45 <sup>AM</sup> <sub>PM</sub>

FEB 06 1981

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY: 