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TYLER COUNTY COMMISSIONER'S COURT SPECIAL MEETING APRIL 16, 1981

VOL CO6 PAGE 474

A Special Meeting of the Commissioner's Court, met on Thursday April 16, 1981 at 10:00 A.M. All members being present. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley to accept the Bid of Mustang Tractor & Equipment Co., Houston, Texas 77001. This is for a new Caterpillar 120 Motor Grader, Series G. The price of \$55,102.00 includes a enclosed Cab. This is for Pct. #3. All voted yes and none no. This will be paid with Timewarrants. See Bids attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to table the bids on the Back-Hoe for Pct. #3, until Wednesday April 22, 1981 at 3:30 P.M. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley not to accept an agreement with the State Highway Department, to construct a bridge on Rawls Creek, stating that the County could do the work cheaper. This is in Pct. #3. All voted yes and none no. Cont. attached.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to approve of paying the monthly bills of Tyler County, as submitted by County Auditor, Ann Fondren. All voted yes and none no. See attached.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to appoint Mrs Florence (Buren) Williams for Election Judge of voting box #1 in Pct. #1. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to table and study the request of Veterans Service Officer, Mr. Paul Walker, for furniture, for this office. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to accept a contract with Ervin L. Richards of Corsicana, Texas to repair the Jail Door, of Tyler County. This contract is to be drawn up by the County Attorney and Mr. Richards. The County will hire two helpers, who will be paid at the end of each week. Mr. Richards hopes to be here to begin work by August 1, 1981. All voted yes and none no. See copy of letter and estimate of price.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to adopt Resolution 6736 as set out in Vernon's Civil Statutes. This gives each Commissioner in each Precinct to serve as a road Superintendent, of his Precinct. All voted yes and none no. See Resolution attached.

A motion was made by Commissioner Lowe and seconded by Commissioner to accept a one year extension on the Land Lease from International Paper Co. on the tract formerly known as an "Indian Ball Park". All voted yes and none no. See original contract and extension attached. $\underbrace{\text{VOL}}_{\text{VOL}} \underbrace{\text{COG}}_{\text{PAGE}} 475$ A motion was made by Commissioner Riley and seconded by Commissioner Odometo consider the selling of fill dirt at the Tyler County Airport. There is to be a contract made, and then approved of. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to table the meeting with an Independent Auditor, concerning receiving Restitution in the County Attorneys Office. All voted yes and none no.

Mr. Greenup gave a brief talk concerning the Tyler County Ambulance Association, and he was advised that the Commissioners Court had no authority to commit at this time.

There being no further business, the meeting adjourned.

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



Summary of features

- Articulated frame, sharp turning front wheels, and optional tandem drive train differential provide excellent maneuverability and short turning radius.
- Hydraulic controls provide fast, constant-speed blade positioning, regardless of engine RPM, for excellent blading accuracy.
- Single lever, direct-drive power shift transmission with 6 speeds forward and 6 reverse.
- 125 flywheel horsepower Cat diesel Engine ... 30% torque rise results in excellent luggability.
- Quiet operation ... large-diameter, low-speed engine fan ... rearmounted transmission ... rubber-mounted hydraulic pump and tank ... resilient mounted ROPS cab (standard in U.S.A. and Canada), low sound level muffler and engine compartment doors optional.
- Four-wheel oil disc brakes provide positive stopping performance . . . adjustment-free . . . completely sealed . . . dual circuit air system provides additional protection.



Caterpillar Engine

Kilowatts (kW) is the International System of Units equivalent of horsepower)

The net power at the flywheel of the vehicle engine operating under SAE standard ambient temperature and barometric conditions, 29° C/85° F and 995 mbar/29.38" Hg, using 35 API gravity fuel oil at 15.6° C/60° F, and after deductions for air compressor, blower fan, air cleaner, muffler, water pump, lubricating oil pump, fuel pump and alternator. Engine will maintain specified flywheel power up to 2286 m/7,500 ft altitude.

Caterpillar turbocharged 4-stroke-cycle 3304 diesel Engine with four cylinders, 121 mm/4.75" bore, 152 mm/6.0" stroke, and 7 liter/ 425 cu. in. displacement.

Direct injection fuel system with individual, adjustment-free injection pumps and nozzles.

Cam-ground and tapered aluminum alloy pistons with three-ring design; both compression rings ride in iron band cast into piston. Piston undersides are cooled by oil spray. Stellite-faced valves, valve rotators and valve seat inserts.

Steel-backed aluminum alloy precision bearings. High carbon steel alloy crankshaft with Hi-Electro hardened journals.

Pressure lubrication with full-flow filtered oil and oil cooler. Drytype air cleaner with primary and safety elements, automatic dust ejector and service indicator.

Uses economical No. 2 fuel oil (ASTM Specification D396), often called No. 2 furnace or burner oil, with a minimum cetane rating of 35. Premium quality fuel can be used but is not required.

24-volt direct electric starting system with 35-amp alternator and optional ether starting aid.

ATERPILLAR

Model shown may include optional equipment.

Motor Grader

transmission

Cat direct drive power shift. Single lever at operator's right controls six forward and six reverse speeds. Foot pedal provides inching capability for close quarter maneuvering. Transmission lock prevents accidental gear engagement. The machine won't move even if the engine is started with shift lever in gear.

Speeds (at Forward &	rated RP	'M):	
Reverse	1st	2nd	
1 /1		0.0	

Reverse 1st	zna	3ra	410	ວເກ	oun
km/h	6.2	9.8	16.1	25.9	40.9
MPH2.4	3.8	6.1	10.0	16.1	25.4

....



blade controls

Full hydraulic controls provide fast, constant control speed regardless of engine speed. Lock valves in each implement circuit eliminate drift. Operator controls all blading operations with four levers - left blade lift, circle drive, centershift and right blade lift. Hydraulic system lets operator use more than one control without decrease in control response speed.



circle

Fabricated box-section, 1530 mm/60.25" diameter. Uniform, flame-cut teeth. Hydraulically driven worm and gear provides full 360° circle rotation.

Blade beam — width x thickness 140 x 32 mm/5.50" x 1.25"

blade range

	Circle centershift, right	
Moldboar	rd sideshift	
Manual	l, Right	
Left.		

Left	 None
Optional hydraulic, Right	 m/ 26.5 ″

Maximum shoulder reach outside of tires*:

Manual sideshift, Right	
Left	
Hydraulic, Right	
Left	
Maximum blade position, angle, both sides	
Maximum lift above ground	
Maximum depth of cut	
Hydraulic blade tip	40° forward 5° roor

*For 4270 mm/14' blade, add 305 mm/1' right or left. With main frame in crab position, add 940 mm/37" right or left.

**Mid-range bank sloping (2:1) capability requires addition of optional centershift cylinder extension.



moldboard

Wear-resistant, high-carbon steel.

Length x height x thickness 3650 x 610 x 19 mm/12' x 24" x .75"

Cutting edge - Caterpillar through-hardened curved DH-2 steel and 16 mm/.62" diameter bolts.



drawbar

Solid section, 140 x 89 mm/5.5" x 3.5" A-frame with four widely spaced shoes to support the circle. All have vertical and horizontal adjustment.



Front frame — Flanged, single-box-section structure runs 🖗 from front bolster to the articulation joint.

Top and bottom plates -Side plates — Minimum

- Minimum vertical

Rear frame — Two solid channels integral with final drive case.



C+L

C . . .

axles Front - Solid steel arched bar.

Maximum ground clearance	
Oscillation	32° total
Wheel lean	8° left or right

Rear - Full-floating, forged heat-treated steel.

tandems

Height x width	
Drive chain pitch	

steering

Front wheels	s —	Full	hydraulic,	two	cylinder	steering	
Steering range						t or right	

*Using front wheel steering, frame articulation and optional differential unlock.



Interchangeable rim and wheel assemblies. Tubeless tires, six 13.00-24 (8 PR) (G-2) traction-type.



(System meets OSHA regulations.)

Service - Four-wheel, air-actuated, oil disc brakes are completely sealed and adjustment-free. Low air pressure, below 4.1 bar/60 psi, in either circuit of the brake system is indicated to the operator by visual (red light) and audible (horn) warnings.

Parking — Multiple oil disc located in transmission case, manually actuated, spring-engaged, air disengaged. Push the red lever on the transmission control console forward to actuate. This neutralizes the transmission, engages the parking brake and activates the transmission neutral lock to prevent machine movement if engine is started with transmission engaged.

Emergency - Dual circuit air system includes an individual circuit to each tandem for added braking protection. A malfunction in one circuit still leaves the machine with at least half its original braking capacity for emergency stops.

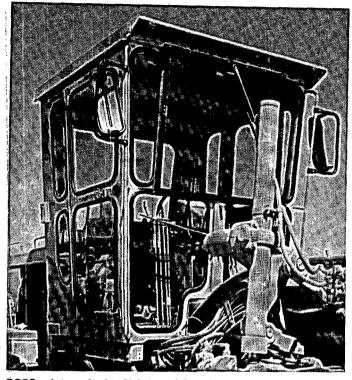
In the event of loss of service brakes, the spring-actuated, nonmodulated parking brake can be applied to bring the machine to a stop, even if the air supply is interrupted. (Method not recommended for repeated applications.)



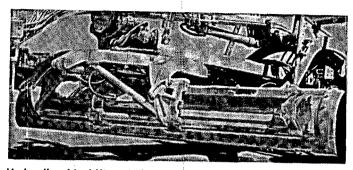
(ROPS Cab is standard in U.S.A. and Canada.)

ROPS (Rollover Protective Structures) offered by Caterpillar for this machine meet ROPS criteria: SAE J396, SAE J1040a and ISO 3471. They also meet FOPS (Falling Object Protective Structure) criteria SAE J231 and ISO 3449.

attachments

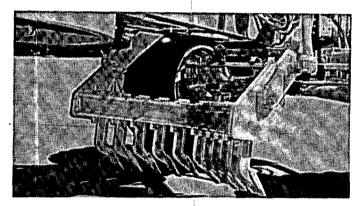


ROPS cab (standard in U.S.A. and Canada) maintains operator efficiency in unfavorable working conditions. Tinted safety glass all around gives excellent visibility. Full doors permit entry from either side. Includes sound suppression, inside-mounted rear view mirror, dome light, front defroster fan, front windshield washer and three wipers. Available as accessories are air conditioner/heater, heater only, rear window wiper and rear defroster fan. ROPS is also available as open version (canopy) without front windshield or doors.



CATERPI

Hydraulic sideshift and tip are optional. Sideshifting blade lets operator get closer to obstructions or reach well outside the wheel for shoulder or bank work. Hydraulic tip adjusts the blade angle fore and aft for best rolling action, depending on material and travel speed.



V-type scarifier — mounted forward of the moldboard, used for mixing, breaking up base course, asphalt, slabby and frozen materials. Standard arrangement includes 11 scarifier shanks.

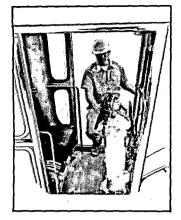
Working width	
Scarifying depth, maximum	
Scarifier shank holders,	
number of spacing	

standard equipment

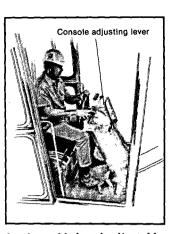
35-amp alternator. Dry-type air cleaner with pre-cleaner, automatic dust ejector and air cleaner service indicator. Blower fan. Muffler. Accelerator/decelerator. Power shift transmission. Articulated frame. Hydraulic power steering. Hydraulic blade controls. 3650 mm/12' manual sideshift moldboard with manual tip control. $152 \times 16 \text{ mm/6''} \times .62''$ DH-2 steel cutting edges with 16 mm/.62'' diameter bolts. Horn. Backup alarm (U.S. only). Four-wheel oil disc brakes. Parking brake. ROPS cab (U.S. and Canada). Stop and tail lights. Contour seat. Seat belt. Tool box. Adjustable control console and steering wheel tilt. Rear drawbar. 13.00-24, 8 PR (G-2) traction-type tires.

Materials and specifications are subject to change without notice.

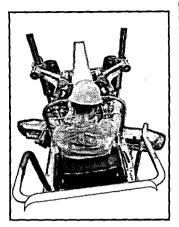
The operator's machine — true sit-down operation . . . Visibility and convenience unmatched in conventional designs.



Environment for efficiency that's the Series G Compartment. An adjustable control console moves out of the way for easy entry and exit. It pulls back to the operator for any of three working positions and true sit-down operation without tiresome hand and arm movement. Steering wheel is tilt adjustable, too, so the operator can pick the most comfortable overall position. The seat is contoured,

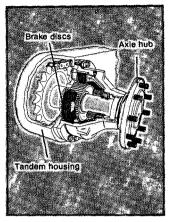


deeply padded and adjustable. Blade levers are arranged in the familiar Caterpillar pattern for easy operator orientation. Transmission control is a single lever to the operator's right. It's full power shift — no manual clutching — so he can shift up or down without stopping the machine or losing time or momentum. An "inching" pedal lets him ease up to curbs or obstructions.



Work area visibility is excellent because of control location and frame design. An operator can work with increased confidence. While seated, he can see both ends of the blade and the ground ahead much better than on conventional machines. The Series G main frame is a single member all the way to the front axle. The top of the frame has none of the usual blade linkage obstructing the forward view.

Protection . . . for man and machine.



Four-wheel oil disc brakes are bathed in oil and sealed to the environment. They need none of the periodic adjustment and lining replacement typical of shoetype brakes. Each tandem set is activated by its own air circuit, so failure in one circuit still leaves half the original braking capacity. ROPS cab or canopy, work lights, directional signals, other safety items are all available for specific user needs.

Full hydraulic blade controls — effortless, fast precise action.

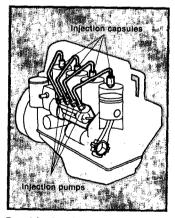


Hydraulic blade control levers engage smoothly and crisply. Response is immediate and always predictable regardless of engine RPM, or with two or more levers engaged at once. Variable displacement piston pump senses hydraulic system needs and automatically adjusts hydraulic flow. Closely spaced levers and short travel engagement reduce operator effort.

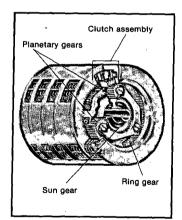


Lock valves in every dual control hydraulic circuit eliminate a major problem found in traditional grader hydraulic systems: blade creep and drift. These valves provide the Series G grader with positive hold at each blade setting, essential for precise finish grading.

Reliable Cat Power Train — simple, efficient.



Durable Cat 3304 diesel Engine powers the 120G. It features the proven adjustment-free Cat fuel system, with replaceable individual injector pumps and valves. Separate fuel injection valves resist clogging, and can be replaced without system rebalancing.



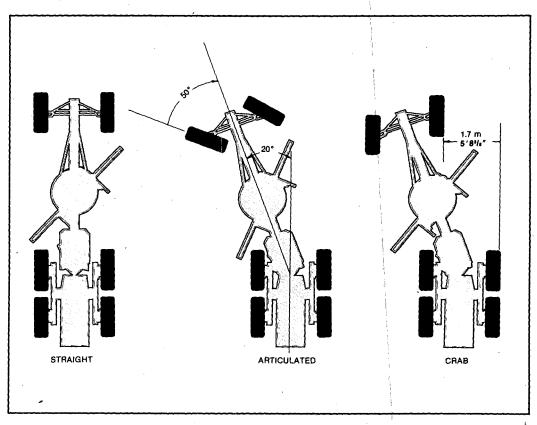
Direct drive power shift transmission was designed specifically for motor graders. It has no torque converter to cause lags or surges, just smooth no-clutch one-lever shifting with direct drive feel. Compact planetary gear sets provide high reduction in minimum space. large diameter clutch assemblies have high holding capacity. Plates are continuously lubricated and cooled by oil.

Maneuverability pasier, faster, shorter turns. You can do more work.

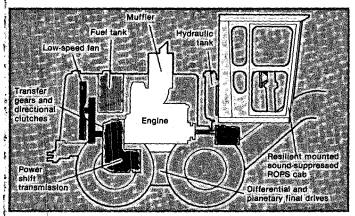
Three steering techniques for best match to job, an important advantage in productivity over conventional motor grader design.

Straight frame, with main frame centered and only front wheels used for steering, is best for long-pass blading. Articulated turn uses the full 20° frame articulation, 50° front wheel steering angle and unlocked tandem drive train differential (optional) for short turning radius. Result is easier maneuvering in close quarters, quicker turn-around at the end of a pass, plus ability to carry a full blade load around a curve.

Crab steering helps compensate for side drift when turning a windrow, keeps tandems on firm footing when cleaning a wet ditch, increases stability for side slope work, and side thrust when using a snow wing. Frame is fully articulated, with front wheels turned parallel to tandems.



Quiet operation a noticeable difference, by design.



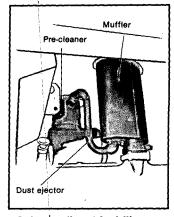
Quiet power train has engine flywheel facing rearward to get transmission sound and vibration away from the operator's compartment. Helical design transfer gearing cuts sound. The fan is large diameter, slower turning. Fuel tank placed between the fan and cab area helps keep fan sound away from the operator. The optional muffler has extra capacity. ROPS cab (standard in U.S.A. and Canada) is resilient mounted, (on molded rubber pads with rubber mountings) and is sound suppressed, with absorption material in roof and rear. Cab front and sides are flared to further reduce effects of sound waves. The optional ROPS canopy has a rear wall and window to cut down operator sound exposure.

Serviceability — less time on maintenance, easier repair.



Less maintenance time compared to conventional design graders means more work time. Series G Graders have:

- Significantly fewer grease fittings.
- More accessible checkpoints — most can be checked from the ground.
- Automatic dust ejector diverts dust from intake air, blows it out exhaust.



- Spin-on oil and fuel filters disposable, easy to change, non-contaminating.
 Outside-mounted hydraulic
- Outside-mounted hydraulic valves — easier to check and service than those mounted inside a tank.
- Transmission or other major components can be removed as units without disturbing rest of power train.

o hydraulics

Closed center, constant pressure system with Cat variable displacement piston pump powers blade controls, wheel lean, steering, articulation and attachments. Constant pressure parallel control valve circuit design provides immediate implement response. Hydraulic lock valves in all circuits prevent undesirable cylinder drift.

Output @ 2200 engine RPM and

172 bar/2500 psi11.4 to 193 liters/min/3 to 51 gpm depending on system requirements.

service refill capacities

<u> </u>	Liters	U.S. Gallons
Fuel tank	. 227	60
Radiator	. 38	10
Crankcase	. 21	5.5
Transmission and final drive	. 68	18
Tandem housing (each)	. 49	13
Hydraulic system	. 68	18



operating weight (approximate)

Basic operating weight includes lubricants, coolant, full fuel tank, operator, 3650 mm/12' manual sideshift blade and 13.00 x 24 (8 PR) traction-type tires and ROPS cab (standard in U.S. and Canada).

Weight on front wheels	9 kg/6,700 lb.
Weight on rear wheels	kg/18,940 lb.
Total weight	kg/25,640 lb.

Equipped as above and including optional hydraulic sideshift and tip moldboard, and V-type scarifier:

Weight on front wheels) kg/8,840 lb.
Weight on rear wheels .	 kg/19,800 lb.
Total weight	 kg/28,640 lb.

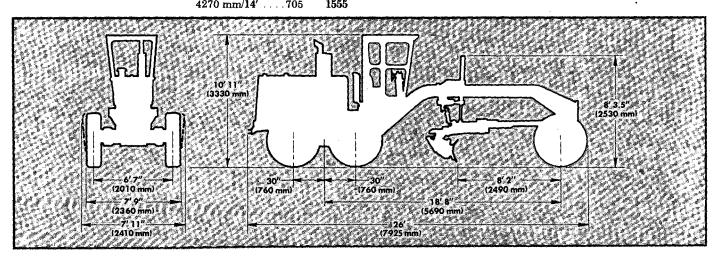
Add weights of additional equipment from Attachment Selection list to obtain total equipped operating weight.

attachment selection

(with approximate installed weights)

	i vy	C.V
Air conditioner, provides		
cooling and heating	. 141	310
Air dryer		28
Alternator, 50-amp		11
Articulation position indicator	91	2
Backup alarm (standard in U.S.)	. 9	20
Blade extension, 610 mm/2', right or left	. 91	200
without hydraulic tip, 3650 mm/12'	. 329	725
4270 mm/14'	. 561	1237
Blade with hydraulic sideshift & tip, 3650 mm/12'	. 447	986
4970 mm/14/	705	1555

	Kg	Lb
Blade, float	15	32
Canopy, ROPS (meets OSHA regulations),		
includes rear wall with window	-227	500
Cutting edges, through-hardened DH-2 steel,		
curved 203 x 19 mm/8" x .75":	44	00
3650 mm/12'		90
4270 mm/14′	51	112
3650 mm/12' with overlay end bits	65	143
4270 mm/14' with overlay end bits	73	161 22
Cylinder extension, centershift	10	3
Defroster fan, rear	1.5	60 60
Drive train differential, with/lock-unlock	27	38
End bits, reversible overlay	17 102	225
Engine compartment doors	1.36	220
Ether aid, starting	1.56	22
Heater, cab, hot water	10	3
Hydraulic arrangements with one or more additional additional arrangements with one or more additional additio		
valves are available for hydraulic blade sideshift a	and tin	· V.tvno
scarifier; and for attachments from other suppliers		
plows and snow wings and bulldozer.	, such	as 5110 W
Jack, hydraulic	10	21
Lighting system, 24-volt:	10	~1
Front-mounted headlights (2)	18	40
Cab-mounted headlights (2)	2	5
Center-mounted floodlights (2)	4	8
Rear-mounted floodlight (1).	2	$\tilde{5}$
Directional signals with flasher switch	$\overline{7}$	15
Warning beacon (amber or blue)	4	9
Mirrors for cab, outside, right and/or left	8	18
Muffler, low sound	18	32
Prescreener	2	5
Rims, 254 mm/10", for use with		
14.00-24 tires	115	253
Scarifier, front V-type with 11 teeth	912	2010
Spare tire and wheel 13-24 8 PR	137	301
Starting system, low temperature	14	30
Suspension seat	23	46
Tachograph drive receptacle	7	15
Tire inflation kit	4	10
Tires, set of six,		
13.00-24, 10 PR	14	30
13.00-24, 12 PR	57	125
14.00-24, 10 PR	45	100
14.00-24, 12 PR	98	215
15.5-25, 8 PR (including wheels)	101	222
Tool kit	8	18
Transmission guard without ripper	127	280
Transmission guard with ripper	132	290
Vandalism protection: locking caps for		
hydraulic tank, radiator, fuel tank,		
crankcase, transmission filler spout and		
transmission dipstick and engine	~	
gauge panel guard	8	17
Windshield wiper, rear	4	8
·		



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TRACTOR & EQUIPMENT COMPANY

QUOTATION



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

7790 EASTEX FREEWAY BEAUMONT, TEXAS

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

HIGHWAY 71 NORTH EL CAMPO, TEXAS

то

Commissioner's Court Tyler County Pct. #3 Woodville, Texas 75979 VOL 006 PAGE 476

Gentlemen:

QUOTATION NO. \$81-189

DATE April 8, 1981

CUSTOMER INQUIRY NO.

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

QUAN.	DESCRIPTION	UNIT PRICE	EXTENSION
	We are pleased to submit the following for your consideration		· · · · · ·
1	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 (con- trols, 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, 12 PR tires.		
	Price		\$64,323.00
	Less trade-in of your Caterpillar 12F S/N 13K2281		15,875.00
	Net Price		\$48,448.00
÷	Delivery: Immediate from stock.		
	Option: Enclosed cab, includes tinted glass, defroster fan, windshield washer & wipers, dome lights, & inside mirror, ADD\$6,654.00		
	Option: ROPS canopy, ADD\$3,400.00		
-	We appreciate the opportunity of quoting on your equipment requirements and hope we may be favored with your order.		
	APPLICABLE WARRANTY(S): Caterpillar PRICES ARE F.O.B.: Tyler Cou	nty, Texas	
THIS OL	JOTATION SHALL TERMINATE UNLESS MUSTANG RECEIVES WRITTEN ACCEPTA	NCE WITHIN30	DAYS HEREOF.
ACCEPT	ED THIS DAY OF, 19, 19	OR & EQUIPMENT	COMPANY
Rv ·	0,		

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

By Sim J	mdsan	6 24	Area	Manage (TITLE
. 0	б			ίτιτίε

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

TERMS AND CONDITIONS

lg. 477

UOL. 6

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. <u>New Products</u>. 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 <u>30 days</u> from purchase date. No charge will be made for parts or labor if the defect occurs and Mustang is notified in writing the 30 day part of <u>100 days</u> from purchase date. in writing during the 30 day period from purchase date. 网络小科学 12 1

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 <u>30 days</u> 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 <u>30 day</u> period from purchase date. しょうちゃう その内容操作 よしかせい おとりつかりがん

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", ho 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 of 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 CONSEQUEN-TIAL, 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. a state of the and the second the state of the

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 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 accessions 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 atterney 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 time 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 - : d M (g) and shipments shall be made within fifteen (15) days after receipt of shipment. ી સુપાર્ટના છે.

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 of 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 descent of the product set of the produ 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.

VOL COGPACE 478

MUSTANG TRACTOR & EQUIPMENT COMPANY, OF HOUSTON

PHONE 864-4471 P. O. BOX 1373 HOUSTON, TEXAS 77001

\$81-189

April 8, 1981

Commissioner's Court Tyler County Pct. #3 Woodville, Texas 75979

Gentlemen:

We are pleased to submit the following for your consideration:

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, backup 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, 12 PR tires.

Price

Less trade-in of your Caterpillar 12F S/N 13K2281

.

Net-Price

Dellvery: Immediate from stock.

Option:		, includes tint		
		asher & wipers,		
	mirror, ADD .		***********	\$6,654.00
홍수 1월 28일 - 1935년 - 19 1월 27일 - 1935년 - 1935년 1월 27일 - 1935년				
Option:	ROPS canopy,	ADD	*********	\$3,400.00

We appreciate the opportunity of quoting on your equipment requirements and hope we may be favored with your order.

Caterpillar

Tyler County, Texas

30

Area Manager

\$64.323.00

15,875.00

\$48,448.00



TRACTOR & EQUIPMENT CO.

P. O. BOX 1373 HOUSTON, TEXAS 77001

FIRST CLASS MAIL

NO._____ TIME: 8:21 AN

APR 1 3 1981

GRACE BOSTICK, COUNTY CLERK TYLER COUNTY, TEXAB BY Elaine Owen

Motor Grader Bid Bid Opening: 10:00 A.M. April 13, 1981 Commissioner's Court Tyler County Pct. #3 Woodville, Texas 75979

006 PAGE 4.79

VOL

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1 1		ABILENE - AMARILLO - CORPUS CHRISTI - DALLAS - HOUSTON - LONGVIEW - LUBBOCK -		à .
		QUOTATION	ODESSA - SAN AI	NTONIO
Store	P1.	ains Machinery Co.		
Address		D. Box 5697 Date	· ·	
4 4 1	ъе	aumont, Texas 77702 VOL	06 page 48()
Customer	Ty:	ler County - Pct. #3		-
Address	Mr	. Jerry Mahan		
		4, Box 41	This quotation	volid for 00 days
*	<u>_Co_</u>	lmesneil, Texas 75938	This quotation	valid for <u>30</u> days
ITEM NO.	QUAN.	DESCRIPTION	TOTAL WT.	TOTAL LIST PRICE
1				
1	1.	One - Now Colion A500 Artic 1		· .
		One - New Galion A500 Articulating Motor Grader equipped with:		
				· · · ·
	-	155 H.P. Diesel Engine Full Power Shift Transmission (4 Speed Forward and		
		Keverse)		
		20 ⁰ Front Wheel Lean		
		14:00 x 24 10 Ply Tires on 10' Rims		
		Enclosed Cab with Heater, Front & Rear Defroster and Front and Rear Windshield Wipers, Seat Belt		
		Suspension Operators Seat		•
4		Head, Stop and Tail Lights		
	ł	Automatic No Spin Differential		
-		Adjustable Control Console Power Tilt Moldboard		
		Tower Till Moldboard		· :
		Trade-In: Cat 12F (S/N 13K2281) Motor Grader and Parts		i
		and Labor owed to Mustang Tractor Co. in the		
		amount of \$11,460.83		
		NET TRADE DIFFERENCE		\$69,000.00
	15	F.O.B. Colmesneil, Tx.		
		Machinery Company		
	⁻ P: O. E	BOX 5697		
		hont, Texas 77702 Fronting Highway 287/69 46-3479 1 miles north of Beaument		
				
	Sales Re	Combest Direct Regional Telephones: presentative Beaumont (713) 838-9948		
	Resident	ce (713) 385-7514 Bridge City Orange (713) 735-8163		
		Port Arthur Kountze (713) 246-3479		ι.
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		}		

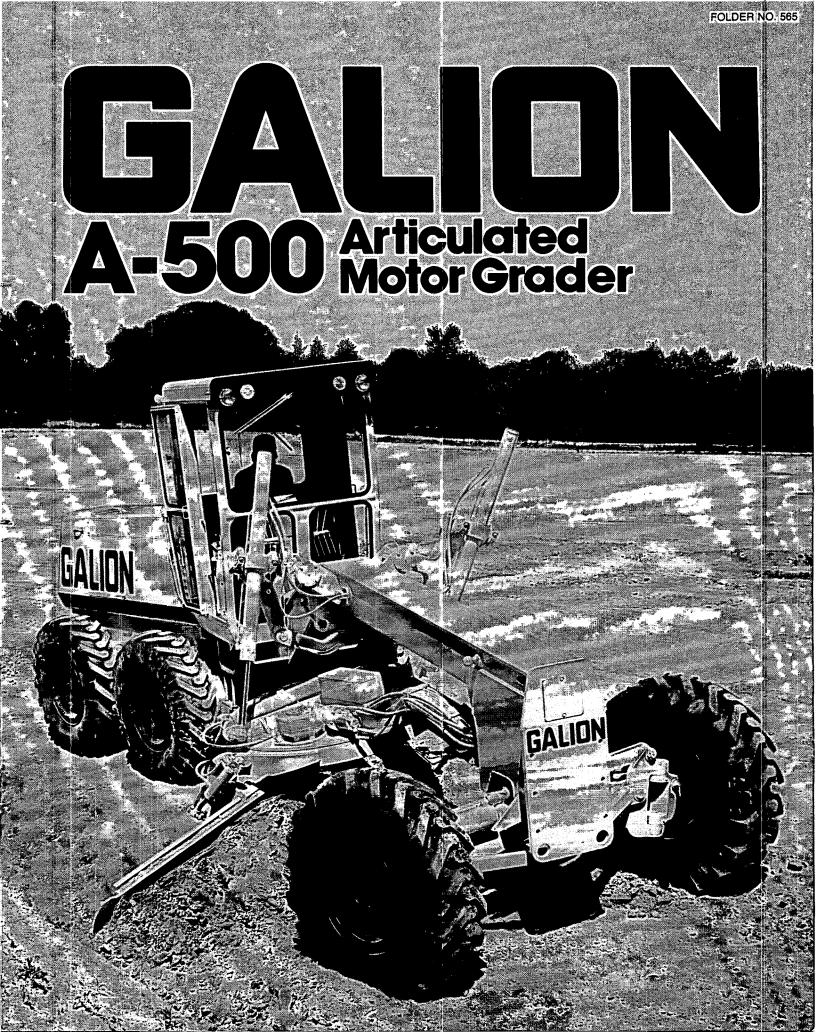
All Prices are F.O.B. Point of Origin unless otherwise shown and are subject to change without notice.

Subject to conditions listed above, plus applicable taxes.

11 / Halling and a second s

PLAINS MACHINERY COMPANY

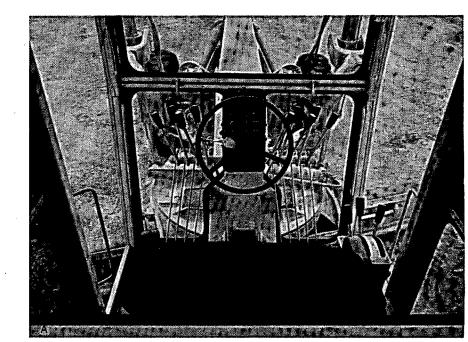
By:



After years of intense development and testing, Galion brings you everything you expect from an articulated grader- and more!

Your search has ended. Here's an articulated motor grader that has the winning combination – operator comfort, outstanding traction, maneuverability, efficiency, quiet operation, ruggedness and serviceability.

One of the key features of the Galion articulated grader is an entirely new hydraulic system that automatically senses the grader load. This pressure-flow loadsensing system provides the same degree of control readiness whether the engine is idling or operating at full RPM. Additional benefits include: low temperature in the hydraulic system, low noise level, and low horsepower requirements (in no-load condition) that can lead to a significant reduction in fuel costs. Examine all the features of the new Galion graders. Such as the new 4-speed forward and reverse full powershift transmission and NoSPIN differential. You'll discover that once again Galion has produced a management tool as effective as any owner could envision.



A. VISIBILITY AND CONTROL

Galion's operator cab design offers unmatched visibility. Plus sure and easy control with comfortably-positioned, direct-acting control levers. Location of the controls also allows one hand to be available for safer steering while articulating the frame or leaning the front wheels.

B. NoSPIN DIFFERENTIAL

Galion is the first to offer an automatic NoSPIN differential on a motor grader. And it's *standard* equipment. The NoSPIN feature compensates, *automatically*, for differences in driving-wheel speeds on turns or over uneven ground. This results in maximum traction, less tire wear, less chance of stalling, and greater freedom for the operator to concentrate on other tasks.

C. 90° BLADE MOVEMENT

Full hydraulic control of moldboard allows operator to smoothly adjust blade in any position from 90° left to 90° right in less than a minute – without leaving the cab.

D. EXTENDED BLADE REACH

Hydraulic shiftable moldboard plus the blade's special geometry extend blade reach far beyond tires with unexcelled heel clearance.

E. AXLE DESIGN AND CLEARANCE

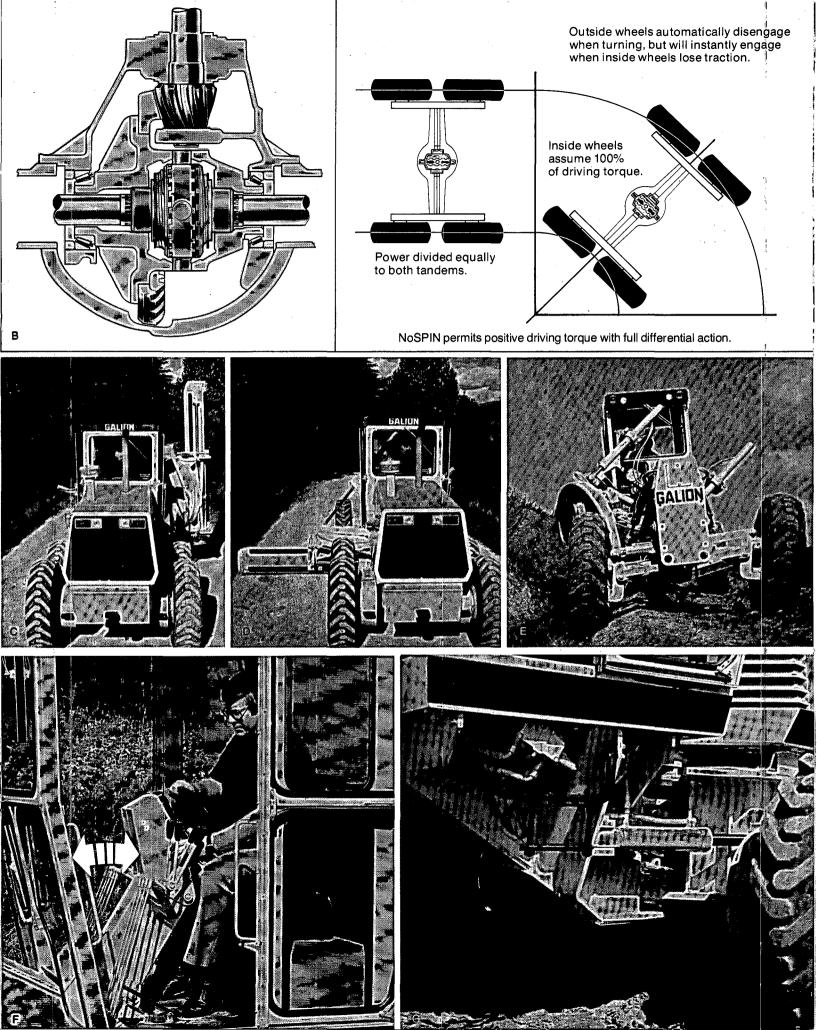
Ruggedness and dependability are built into this all new axle design that provides high ground clearance, tight steering angles, and 32° of total oscillation. With 20° wheel lean in either direction, the operator is able to maintain traction, control side draft, and shorten the turning radius.

F. CONTROL CONSOLE

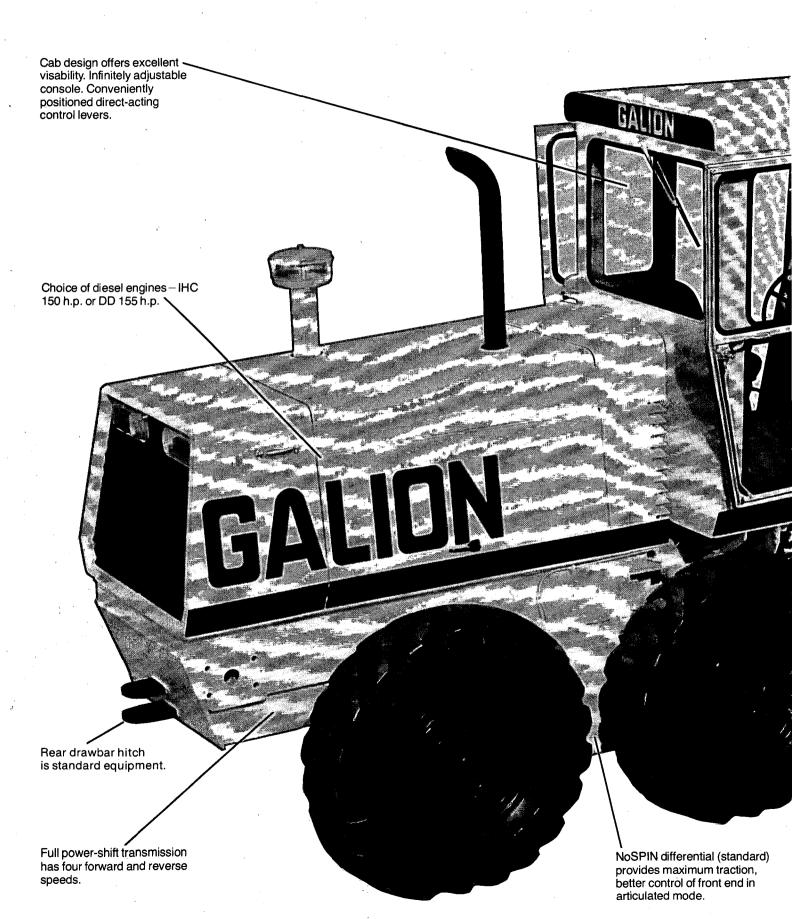
An infinitely adjustable control console offers maximum operator comfort and helps promote day-long efficiency. All instrumentation is located on steering control console, or immediately to the right of the operator for easy viewing.

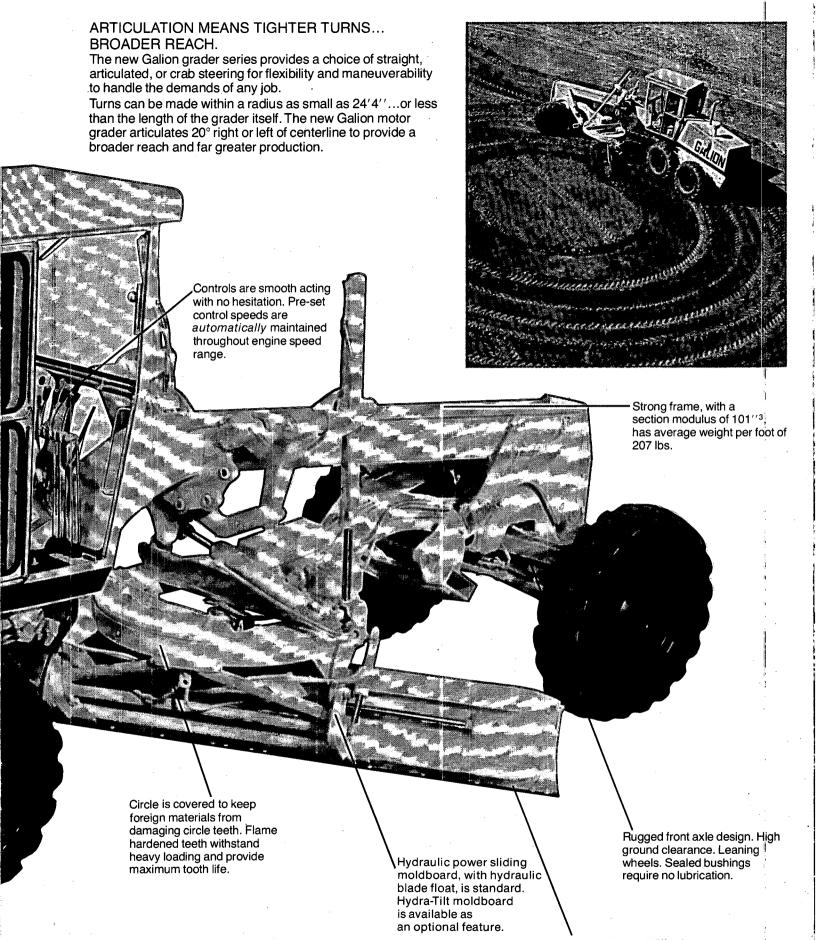
G. IMPROVED AND PROVEN ARTICULATION

A strong, proven articulating frame is the backbone of this Galion grader and offers exceptional maneuverability. In addition, Galion's pivot-axis design avoids the scooping up of graded materials which could cause damage to the articulation bearings.









Wet ditching and difficult banksloping are easily handled with the exceptional blade reach and heel clearance.

specifications/dimensions



STANDARD EQUIPMENT

12-volt electrical system, high output alternator, horn, dry type air cleaner, hydraulic shiftable moldboard with replaceable end bits (reversible), hydraulic cylinder side shift, decelerator, upholstered adjustable bucket seat and backrest, back-up alarm, accelerator, parking brake indicator light, hydraulic blade float, back-up light, brake lights, articulation position indicator, lockable covers on fuel, hydraulic and engine coolant reservoirs.

INSTRUMENTS, ELECTRIC

Hourmeter, transmission oil temperature, transmission oil pressure, engine oil pressure, engine temperature, converter oil temperature, converter oil pressure, voltmeter, fuel gauge.



Operating Weights (approx.)

Includes lubricants, coolant, full fuel tank and operator.
Total
On front wheels
On rear wheels
Total with ROPS cab 27,800 lbs. (12610 kg)



Transmission and Torque Convertor

Full power shift transmission with integral torque convertor.

Speeds

(Forward and Reverse) variable speed governor.

Gear	MPH	
1st	0- 3.5	0- 5,6
2nd	0- 6.6	0-10,6
3rd	0-11.9	0-19,2
4th	0-22.7	0-36,5



Controls

Load sensing closed center hydraulics with variable displacement pump. Direct acting control valves with pre-selected maximum flow setting to each function.



Moldboard

Туре	.17" (431,8 mm) radius
	Hydraulic power shift
High carbon steel	12′ x 24″ x ¾″
(3658 n	nm x 610 mm x 19 mm)
Cutting edge thickness	
Cutting edge bolt diameter	5⁄%" (15,87 mm)
Blade base	
Replaceable end bits	





Circle

	flame hardened teeth
Circle reversing control	Hydraulic, 360°

Drawbar

T-shape, welded construction 6" x 67%" x 7%" (152,4 mm x 175 mm x 22, 2mm) shim adjustable ball socket



Frame

	Articulation
	Section, welded unit
-	(292 mm x 292 mm)
	Minimum section modulus (between blade lift and scarifier
	mount)
	Weight, per foot (average)

Operator's Compartment

Adjustable foam seat and backrest with swing-up arm rests. Platform $\dots \dots \dots 28\frac{1}{2}$ x 50" (725 mm x 1270 mm)

Axle, Front

Oscillation, total	20° on
Spindle diameter at bearings	m)

Steering

Туре	Hydrostatic (Orbitrol)
Minimum turning radius	

Axle, Rear

TypePlanetary MaterialPlanetary	
MaterialAlloy steel, heat treated	
DifferentialSpiral bevel gears with no spin	



Tandem Drive

Engines

Oscillating welded box section, oil-tight housing . .23½" x 8" (597 mm x 203 mm) Sprocket drive chain2" (51 mm) pitch

|--|

Wheels, Front and Rear

Bearings, type	Tapered roller
Tires, low pressure,	•

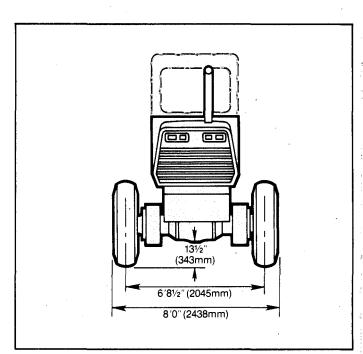
Bore and stroke
(98 mm x 114 mm)
Displacement
Horsepower*
Gross
Net
IHC DIESEL
D-466 (4-cycle)
D-466 (4-cycle) Number of cylinders6
Bore and stroke
(109,2 mm x 135, 9 mm)
Displacement
Horsepower*
Gross
Net

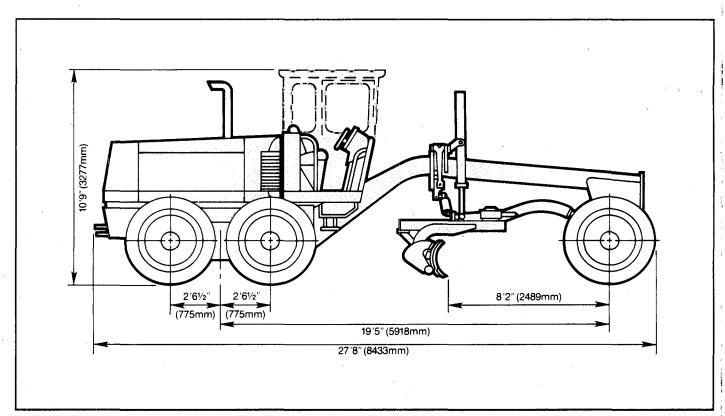
*Net engine flywheel power is for an engine equipped with fan, air cleaner and alternator. The gross engine power is without fan deduction. Ratings are under SAE standard conditions of 500 ft. altitude and 85° F. temperature. Brakes Service b

Capacities

7	Fuel tank (usable)
	Hydraulic system
	Transmission
	Tandem housing (each)

Specifications, materials and design subject to change without notice.





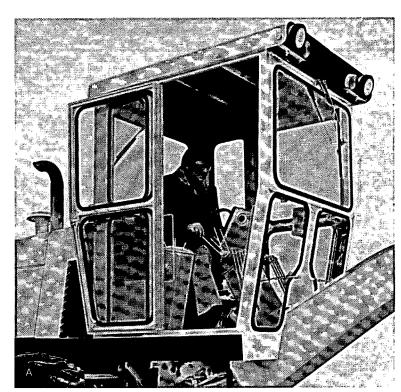
options/attachments

A. Enclosed operator's cab is available with or without ROPS structure. (ROPS is optional, except where required by Federal, State, Municipal or other code or regulation.) Sound suppression kit, air conditioning and a cab pressurized system are also available. Access into and out of cab is unobstructed.
B. Scarifier has durable heat-treated tips, can rip through many surfaces including tough bituminous concrete. Hydraulically controlled, cuts 46'' (1168, 4 mm) swath.

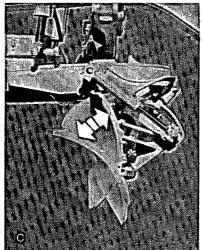
C. Hydra-Tilt Moldboard allows the operator to adjust tilt of moldboard without leaving the cab. Fingertip control instantly positions pitch at any point between minimum and maximum.

D. Air suspension seat is completely adjustable to the operator's height and weight for even more comfortable sit-down operation.

E. V-Type snowplow is available and operated independently by the grader hydraulic system. Double acting hydraulic cylinder applies lift and do pressure for more efficient plowing action. Snow w is also available.









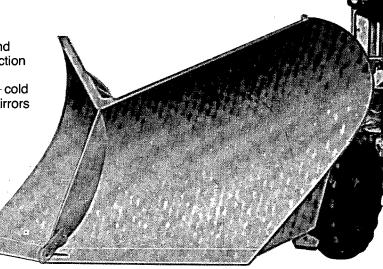
also available as optional equipment

Pusher plate – longer moldboard – overlay end bits – high flotation and optional size tires – 24-volt electrical starting – operating lights – selection of high BTU cab heaters – electric windshield

wipers – windshield washers – defroster fan – heavy duty alternator – cold weather starting aid – 12-ton hydraulic jack – odometer – rear view mirrors (inside or outside cab mounting) – engine side panels – radiator shutter – seat belts (supplied with ROPS cab) – bench seat.



GALION MANUFACTURING DIVISION Dresser Industries, Inc. Galion, Ohio 44833, U.S.A. Cable Address: GALIONIRON



COS PAGE 481 VOL Tyler County Mn. JERRY Mahan's Maker Brader Bid Beaumont, Texas 77702 P.O. Box 5697

GRACE BOSTICK, COUNTY CLERK TYLER COUNTY, FEXAS

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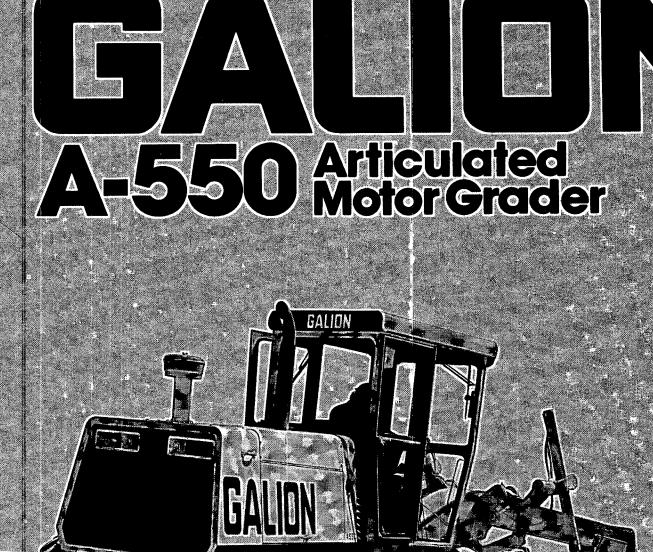


		Plains Machinery Company		
		ABILENE - AMARILLO - CORPUS CHRISTI - DALLAS - HOUSTON - LONGVIEW - LUBBOCK - OF	DESSA - SAN AI	NTONIO
Store Address	P.O.	ns Machinery Co. Date April 10, 19 Box 5697 Date April 10, 19 Mont, Texas 77702		
Customer Address	Mr. J Rt. 4	VOL U Vol U Verry Mahan , Box 41 esneil, Texas 75938	OS PAGE 48	
ITEM NO.	QUAN.	DESCRIPTION,	TOTAL WT.	TOTAL LIST PRICE
	1	New - Galion A550 Articulating Motor Grader equipped with: 160 H.P. Diesel Engine Full Power Shift Transmission (4 Speed Forward and Reverse) 20° Front Wheel Lean 14:00 x 24 10 Ply Tires on 10' Rims Enclosed Cab with Heater, Front and Rear Defroster and Front and Rear Windshield Wipers, Seat Belt Suspension Operators Seat Head, Stop and Tail Lights Automatic No Spin Differential Adjustable Control Console Power Tilt Moldboard Trade-In: Cat 12F (S/N 13K2281) Motor Grader and Parts and Labor owed of \$11,460.83 to Mustang Tractor Co.		\$70,900.00
		F.O.B. Colmesneil, Tx Plains Machinery Company P. O. Box 5697 Beaumont Free Company Pronting Highway 287/69 11 miles north of Beaumont Ross T. Combest Sales Representative Residence: (713) 385-7514 Direct Regional Telephones: Beaumont (713) 838-9948 Bridge City Orange (713) 735-8163 Port Arthur Kounize (713) 246-3479		

All Prices are F.O.B. Point of Origin unless otherwise shown and are subject to change without notice. Subject to conditions listed above, plus applicable taxes.

PLAINS MACHINERY COMPANY

By:

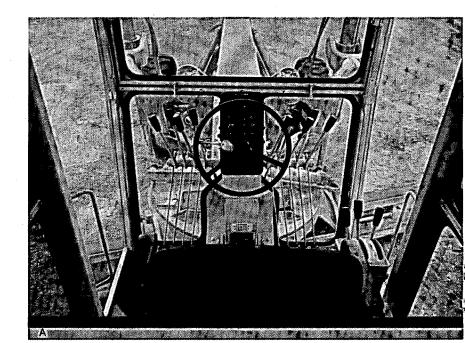


FOLDER NO. 566

After years of intense development and testing, Galion brings you everything you expect from an articulated grader- and more!

Your search has ended. Here's an articulated motor grader that has the winning combination – operator comfort, outstanding traction, maneuverability, efficiency, quiet operation, ruggedness and serviceability.

One of the key features of the Galion articulated grader is an entirely new hydraulic system that automatically senses the grader load. This pressure-flow loadsensing system provides the same degree of control readiness whether the engine is idling or operating at full RPM. Additional benefits include: low temperature in the hydraulic system, low noise level, and low horsepower requirements (in no-load condition) that can lead to a significant reduction in fuel costs. Examine all the features of the new Galion graders. Such as the new 4-speed forward and reverse full powershift transmission and NoSPIN differential. You'll discover that once again Galion has produced a management tool as effective as any owner could envision.



A. VISIBILITY AND CONTROL

Galion's operator cab design offers unmatched visibility. Plus sure and easy control with comfortably-positioned, direct-acting control levers. Location of the controls also allows one hand to be available for safer steering while articulating the frame or leaning the front wheels.

B. NoSPIN DIFFERENTIAL

Galion is the first to offer an automatic NoSPIN differential on a motor grader. And it's *standard* equipment. The NoSPIN feature compensates, *automatically*, for differences in driving-wheel speeds on turns or over uneven ground. This results in maximum traction, less tire wear, less chance of stalling, and greater freedom for the operator to concentrate on other tasks.

C. 90° BLADE MOVEMENT

Full hydraulic control of moldboard allows operator to smoothly adjust blade in any position from 90° left to 90° right in less than a minute – without leaving the cab.

D. EXTENDED BLADE REACH

Hydraulic shiftable moldboard plus the blade's special geometry extend blade reach far beyond tires with unexcelled heel clearance.

E. AXLE DESIGN AND CLEARANCE

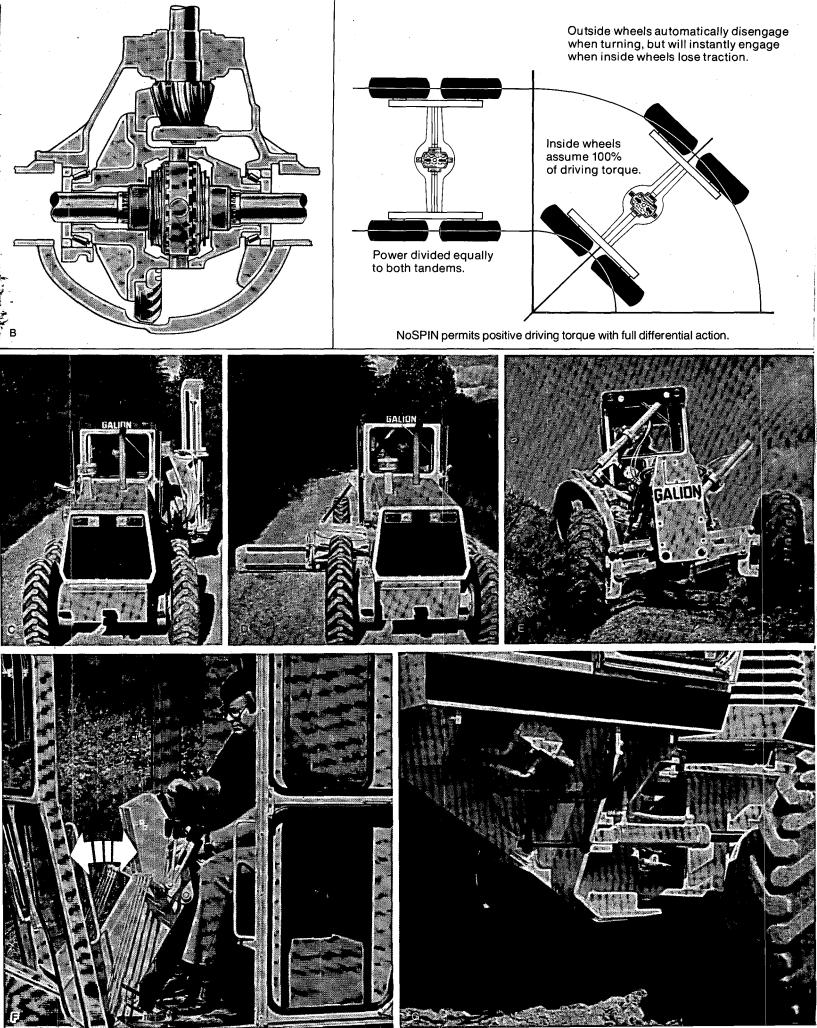
Ruggedness and dependability are built into this all new axle design that provides high ground clearance, tight steering angles, and 32° of total oscillation. With 20° wheel lean in either direction, the operator is able to maintain traction, control side draft, and shorten the turning radius.

F. CONTROL CONSOLE

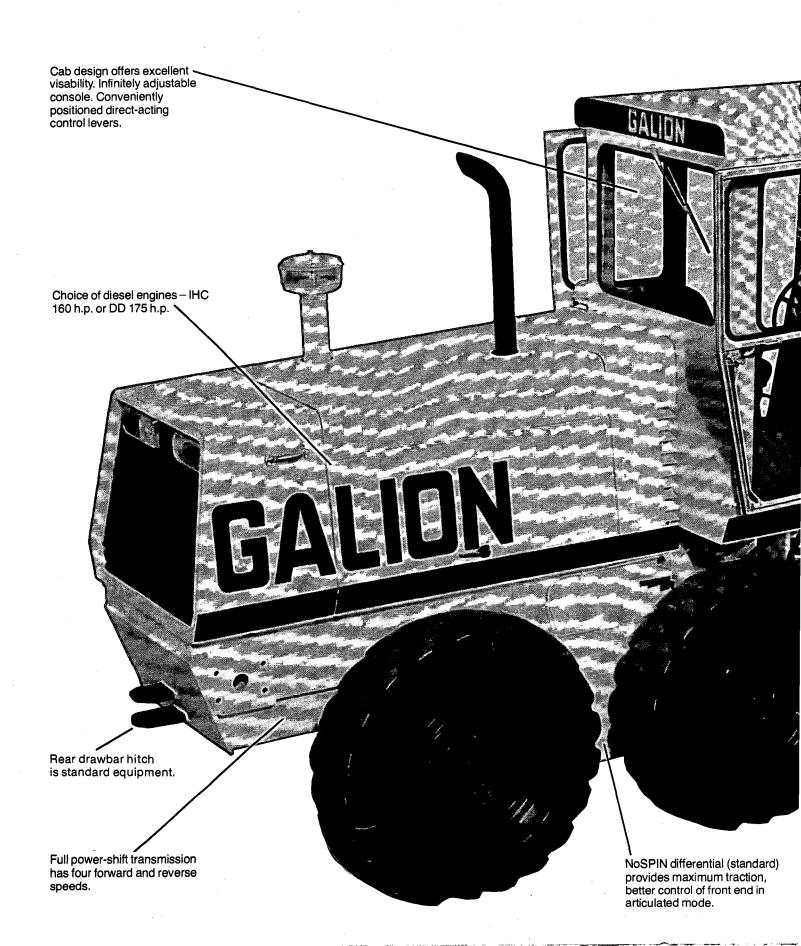
An infinitely adjustable control console offers maximum operator comfort and helps promote day-long efficiency. All instrumentation is located on steering control console, or immediately to the right of the operator for easy viewing.

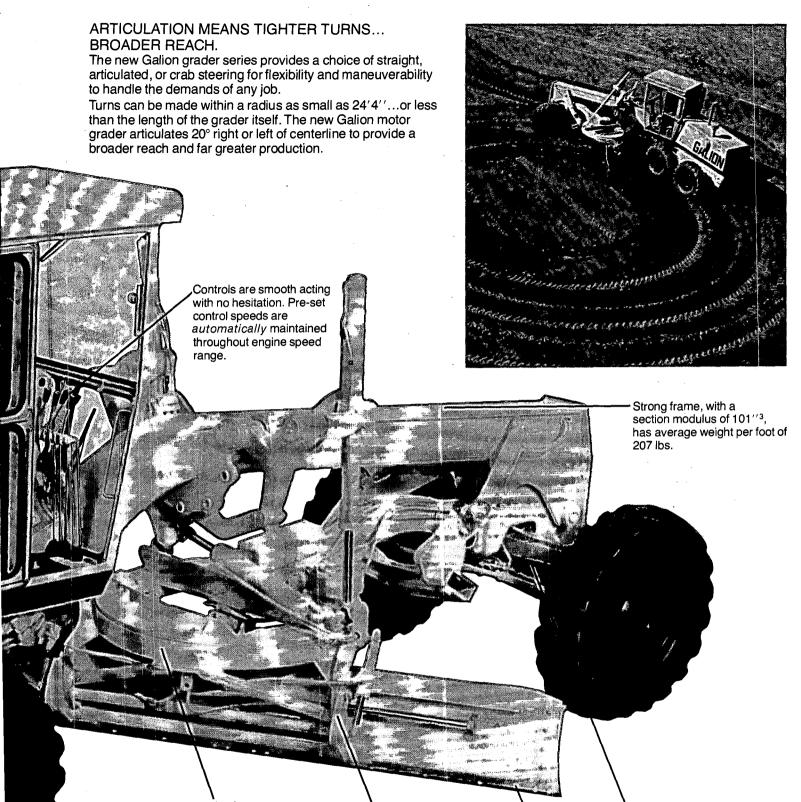
G. IMPROVED AND PROVEN ARTICULATION

A strong, proven articulating frame is the backbone of this Galion grader and offers exceptional maneuverability. In addition, Galion's pivot-axis design avoids the scooping up of graded materials which could cause damage to the articulation bearings.



performance features





Circle is covered to keep foreign materials from damaging circle teeth. Flame hardened teeth withstand heavy loading and provide maximum tooth life.

Hydraulic power sliding moldboard, with hydraulic blade float, is standard. Hydra-Tilt moldboard is available as an optional feature. Rugged front axle design. High ground clearance. Leaning wheels. Sealed bushings require no lubrication.

Wet ditching and difficult banksloping are easily handled with the exceptional blade reach and heel clearance.

specifications/dimensions





Operating Weights (approx.)

On front wheels	8,000 lbs.	(3629 kg)
On rear wheels	19,400 lbs.	(8800 kg)
Total with ROPS cab	28,800 lbs.	(13064 kg)



Transmission and Torque Converter

Full power shift transmission with integral torque converter.

Speeds

(Forward and Reverse) variable speed governor.

Gear	MPH	KM/H
1st	0- 3.0	0- 4,8
2nd	0- 6.2	0–10,0
3rd	0-11.3	0-18,2
4th	0-22.6	0-36,4



Controls

Load sensing closed center hydraulics with variable displacement pump. Direct acting control valves with pre-selected maximum flow setting to each function.



Moldboard

Type	us
Hydraulic power sh	ift
ligh carbon steel 12' x 26'' x 7	8″
(3658 mm x 660 mm x 22 mi	m) –
Cutting edge thickness	m)
Cutting edge bolt diameter 5%" (15, 87 mr	m)
Blade base	m)
Replaceable end bits	,

BLADE RANGE (Grader in straight mode)
Lift above ground (max.)
Pitch positions – number for tilting blade
Max. reach outside rear tires,
(right)
(left)
Max. circle side shift,
hyd. cylinder
Max. blade side shift,
(right)
(left)
Bank cutting angle (max.)
Max. cutting depth

STANDARD EQUIPMENT

12-volt electrical system, high output alternator, horn, dry type air cleaner, hydraulic shiftable moldboard with replaceable end bits (reversible), hydraulic cylinder side shift, decelerator, upholstered adjustable bucket seat and backrest, back-up alarm, accelerator, parking brake indicator light, hydraulic blade float, back-up light, brake lights, articulation position indicator, lockable covers on fuel, hydraulic and engine coolant reservoirs.

INSTRUMENTS, ELECTRIC

Hourmeter, transmission oil temperature, transmission oil pressure, engine oil pressure, engine temperature, converter oil temperature, converter oil pressure, voltmeter, fuel gauge.



Circle

Diameter (outside) Material	
Circle reversing control .	Hydraulic, 360°

] Drawbar

T-shape, welded construction 6" x 6%" x %" (152,4 mm x 175 mm x 22, 2mm) shim adjustable ball socket



Frame

	Articulation	
	Section, welded unit	
,	 ,,	(292 mm x 292 mm)
	Minimum section modulus (between b	blade lift and scarifier
	mount)	101" ³ (1655 cm ³)
	Weight, per foot (average)	207 lbs. (93.9 kg)

Operator's Compartment

Axle, Front

Axie, Front
Oscillation, total
Wheel lean angle, left or right
Material solid bar construction
welded steel sections
Spindle diameter at bearings 33%" and 21/8"
(85,8 mm and 54,1 mm)
Ground Clearance

Steering

Type	Hydrostatic (Orbitrol)
Minimum turning radius	

] Axie, Rear

TypePlanetary Material
DifferentialSpiral bevel gears with no spin



Tandem Drive



Wheels, Front and Rear

Bearings, type
Tires, low pressure,
tubeless



Engines

Choice of Detroit Diesel or IHC Diesel Engines.			
DETROIT DIESEL			
4-53T (2-cycle)			
Number of cylinders4			
Bore and stroke			
(98 mm x 114 mm)			
Displacement			
Horsepower*			
Gross			
Net			
IHC DIESEL			
DT-466 (4-cycle)			
Number of cylinders			
Bore and stroke			
(109,2 mm x 135, 9 mm)			
Displacement			
Horsepower*			
Gross			
Net			

*Net engine flywheel power is for an engine equipped with fan, air cleaner and alternator. The gross engine power is without fan deduction. Ratings are under SAE standard conditions of 500 ft. altitude and 85° F. temperature.



ELI

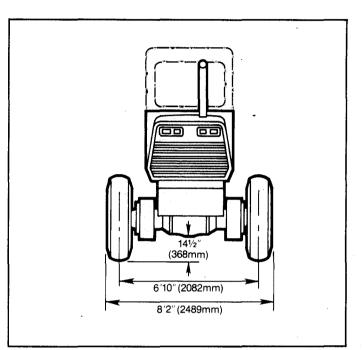
Brakes

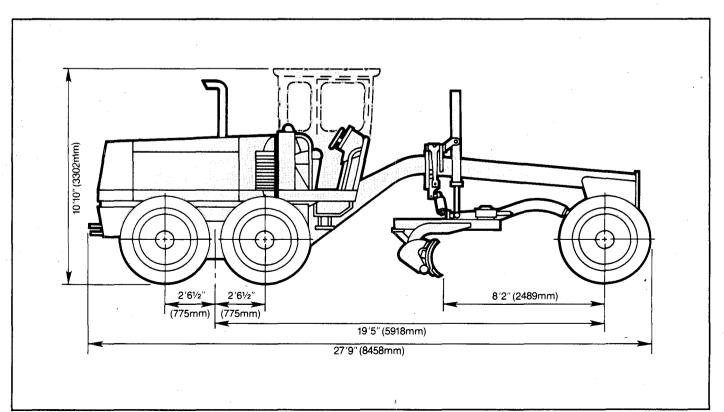
Service brakes	4-wheel hydraulic
	self-adjusting with power booster
Size	.17" x 4" (431,8 mm x 101,6 mm)
Parking brake	Disc mechanical
	acting on transmission

Capacities

	Capacitics
7	Fuel tank (usable)
	Hydraulic system
_	Transmission
	Tandem housing (each)

Specifications, materials and design subject to change without notice.





options/attachments

A. Enclosed operator's cab is available with or without ROPS structure. (ROPS is optional, except where required by Federal, State, Municipal or other code or regulation.) Sound suppression kit, air conditioning and a cab pressurized system are also available. Access into and out of cab is unobstructed **B.** Scarifier has durable heat-treated tips, can rip through many surfaces including tough bituminous concrete. Hydraulically controlled, cuts 46'' (1168, 4 mm) swath.

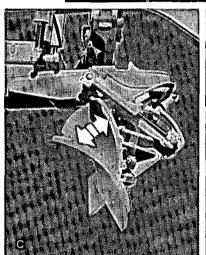
C. Hydra-Tilt Moldboard allows the operator to adjutil of moldboard without leaving the cab. Fingertip control instantly positions pitch at any point between minimum and maximum.

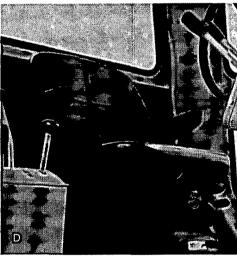
D. Air suspension seat is completely adjustable to the operator's height and weight for even more comfortable sit-down operation.

E. V-Type snowplow is available and operated independently by the grader hydraulic system. Double acting hydraulic cylinder applies lift and down pressure for more efficient plowing action. Snow wing is also available.









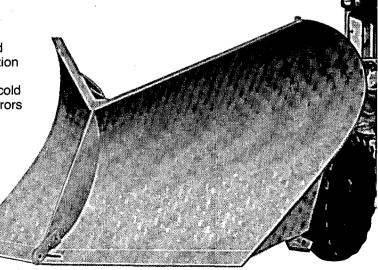
also available as optional equipment

 $\begin{array}{l} Pusher plate-longer moldboard-overlay end bits-high flotation and optional size tires-24-volt electrical starting-operating lights-selection of high BTU cab heaters-electric windshield \end{array}$

wipers – windshield washers – defroster fan – heavy duty alternator – cold weather starting aid – 12-ton hydraulic jack – odometer – rear view mirrors (inside or outside cab mounting) – engine side panels – radiator shutter – seat belts (supplied with ROPS cab) – bench seat.



GALION MANUFACTURING DIVISION Dresser Industries, Inc. Galion, Ohio 44833, U.S.A. Cable Address: GALIONIRON



"The Grader People"

Champion is the one company in the world that *specializes* in building only motor graders. By concentrating on one product, we make that product better.

For nearly one hundred years, Champion has been a leader in the advancement of grader technology. We believe we know the business better than any of our multi-product competitors. That's why Champion graders have important features *not* found on competitive graders. NON-ARTICULATED

CONCHENING TO THE

EMPLER

715 27,900 LBS 12,656 KG 150 HP TO 152 HP



CHAMPION MOTOR GRADERS 715 NON-ARTICULATING SPECIFICATIONS

OPERATING WEIGHT (Weights vary with equipment selected)

Following weights	include G.N	 engine, 	Clark trans-	
mission, full cab w		Il standard	features, all	
operating fluids and operator.				

Following weights include G.M. engine, Clark mission, full cab with ROPS, all standard featu operating fluids and operator.	trans- res, all
LBS. 1 Total 27,900 12	(G ,656 ,720
	936
ENGINE Detroit Diesel and Allis Chalmers engines av	ailable.
Details below.	
TRANSMISSIONS Manual shift, power range and power shift transm available. Details below.	issions
FINAL DRIVE	
Primary Drive via externally adjustable spiral bevel 3 1/2" diameter fully floating drive axles: driven by t gears, one for each axle.	gears. wo bull
MOLDBOARD	
Type	rvature 558 mm 535 mm
Thickness	19 mm
Edge Material	carbon
BLADE RANGE	
Reach outside tires	380 mm
Hydraulic circle side shift	846 mm 813 mm
Hydrauluc blade filf 521	(Opt.)
Bank sloping angle	° R&L ° R&L
Blade base 8'7" 20	516 mm
Blade ground clearance	45 m m
CIRCLE	
Outside/tooth diameter	1e edae
Tooth location	3
	32 mm
Circle leg thickness	178 mm
CIRCLE DRIVE	
Overload relief valve to protect against impact dama Hydraulic drive cylinders	nge.
Points of leverage	
DRAWBAR	
Type	design
Height	square 11 mm
Thickness. 0.45" Ball stud vertical adjustment 2"	51 <i>mm</i>
FRAME - GUARANTEED FOR LIFE	· · .
TypeWelded M	onobox
Material	222 mm
Plate width sides	300 m m
Plate width sides	13 mm 13 mm
	kg/mm kg/mm
FRONTAXIE	

FRONT AXLE

Туре	elded steel
Wheel lean	. 18° R & L
Oscillation	
Ground clearance	"597 mm

STEERING Fully hydraulic power steering Turning radius Turning arc..... Dead engine steering. 10668 mm 50° R&L CAB - (prices vary with model selected) All Champion cabs include the following features: fully and independently adjustable controls and steering wheel, 2 man seat with folding armrests, automotive type ac-celerator and hand throttle. FOLLOWING INSTRUMENTS MOUNTED ON PANEL IN CAB: Tachometer, fuel gauge, voltmeter, engine temperature and pressure gauges, transmission warning light. FULL CAB WITH ROPS: TANDEMS CAB SHELL: Cab structure only - no lights, glass, doors, mirror, sound suppression or wiper. Deduct 1000 lbs. 454 kg OPEN HALF CAB: As per cab shell less upper structure. Deduct 1300 lbs. 590 kg HALF CAB: W/ canopy top (includes ROPS). Deduct 250 lbs. 114 kg

HYDRAULICS 1750 PSI with relief valve Maximum pressure .

Filtration

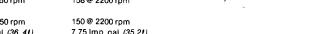
4 Direct Drive gear type pumps for grader controls, steering: clutch; brakes, and transmission. Twin flow type valve banks located ahead of cab on frame.

BRAKES

Power boosted self-adjusting drum type brakes, 2 at driving wheels. Hand operated disc type parking brake.

ENGINE DATA	(Prices vary with model s	selected)
MAKE MODEL	G.M. 4-71 N65 (V.F.)*	AC 670T (V.F.)*
Туре	2 Cycle, 4 Valve	4 Cycle Turbo
No. of Cyls	4	6
Bore & Stroke	4.25 x 5.0	4.25 x 5.0
	(108 x 127 mm)	(108 x 127 mm)
Displacement	284 cu. in. (4654 cc)	426 cu. in. (6980 cc)
Rated Brake Horsepower	156 @ 2250 rpm	158@ 2200 rpm
Horsepower (Net Flywheel)	152 @ 2250 rpm	150 @ 2200 rpm
Cooling Capacity	8 lmp. gai. (36. 41)	7.75 lmp. gal. (35.21)
Crankcase Capacity	3.1 lmp. gal. (14.11)	4.6 Imp. gal. (20.91)

0.91) Deduct 400 lbs. (181 kg) included



Weight..... Engines equipped with two stage dual element dry type air cleaner with evacuator and warning light. 12 volt starting and lighting with 65 amp (780 watt) alternator and 2-95 amp hour Group 30 H Batteries. Viscous Drive Fan.

TRANSMISSIONS (Prices vary with model selected)

GEARCO manual shift — model 9135

Speeds at 2100	0 rpm	1	2	3	4	5	6	7	8
Forward	mph kmph	3.0 4.8	4.0 6.4	5.5 8.6	7.4 11.9	9.6 15.4	12.9 20.8	17.2 27.7	23.3 37.5
Reverse	mph kmph	3.0 4.8	5.5 8.6	9.6 15.4	17.3 27.8				•
Clark Power SI	hift.								
Forward &	mph	2.5	5.3	9.2	7.2	15.1	25.4		
Reverse	kmph	4.0	8.5	14.8	11.6	24.3	40.9		

SOLD AND SERVICED IN **OVER 75 COUNTRIES WORLDWIDE**





Specifications subject to change without notice Form No. 1088010 CM 170

NON-ARTICULATED 27,900 LBS 12,656 KG 150 HP TO 152 HP

A Overall length	8331 mm
B Overall width	2388 mm
C Overall height with cab 10'8 1/2''	3264 mm
D Wheelbase	5944 mm
E Tread front and rear6'7"	2007 mm

Depth			' 473 mm
Width		8 1/4	' 210 mm
Width Thickness	· · · · · · · · · · · · · · ·	3/4" (1" rear) 19 mm
Center distance		60 3/4	' 1543 mm
Drive chain pitch		2'	' 51 mm
WHEELS & TIR	ES		
Tire Size			. 13:00 x 24
Ply Rating			12
Rim Size		8	200 mm
CAPACITIES			
	HC CAL	INCO AL	LITDEC

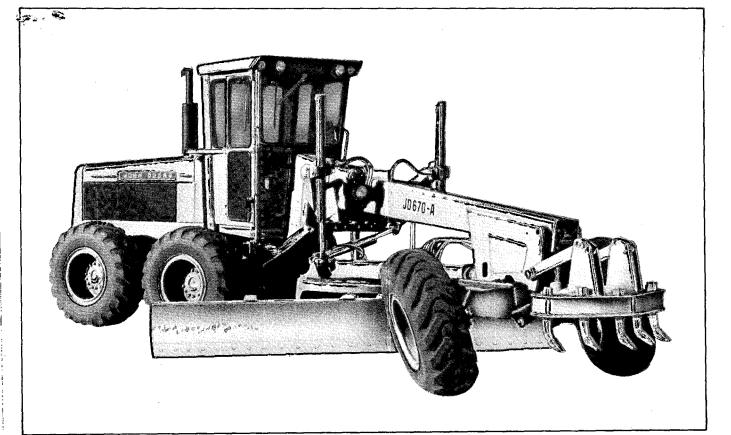
	U.S. GAL.	IMP. GAL.	LIINE
Fuel Tank	75	62	282
Transmission	7.8	6.5	29.5
Final Drive	9	7.5	34
Tandems (Ea.)	6	5	22.7
Hydraulic Oil Tank	12	10	45.5
OTUEDOTAND	ADD FFA	TUDEO	

OTHER STANDARD FEATURES

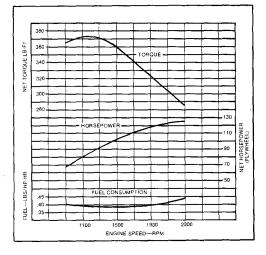
Front and rear mounting plates for attachments — Rear tow hitch — Hourmeter — Assortment of tools in removeable watertight box with hinged lid and clasp — An-tifreeze to -30° F — Painted Champion Orange or Yellow Totade Overgree of the late Common Toledo Orange or Hi Lite Green.



JD670-A MOTOR GRADER



ENGINE PERFORMANCE



FEATURES

125 SAE net hp (126.7 PS)

12-ft. (3.66 m) blade standard; 13-ft. (3.96 m) and 14-ft. (4.27 m) blades and 2-ft. (610 mm) extensions available

Power Shift transmission; 8 speeds forward, 4 reverse

Articulated frame steering

Differential lock-unlock

22-ft. (6.71 m) turning radius

All-hydraulic control of blade and machine functions

Closed-center hydraulic system with built-in, positive hydraulic locks provides instant response without blade drift or creep

Hydraulically controlled, 7-position lift arms let you position blade for 90-degree bank cuts, left or right, in approximately one minute, without leaving the seat

Oscillating front axle and rear tandem

Hydraulic front-wheel lean

Roll-over protective structure (ROPS) w/cab

ADD VERSATILITY WITH:

Scarifier

Rear-mounted ripper

Snow plow and wing

Bulldozer

Automatic blade control

JD670-A MOTOR GRADER SPECIFICATIONS

- 100 중중 2000 MM (197

(Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with ICED and SAE Standards. Except where otherwise notes specifications are based on a unit equipped with 13.00-24, 8-ply rating, tubeless tires, 12 ft. (3.66 m) moldboard, and standard equipment. Weights include lubricants, coolants, full fuel tank and 175 lb. (79 kg) operator.)

Power (at 2300 engine rpm):	SAE	DIN
Gross	135 hp (100.7 kW)	
Net	125 hp (93.2 kW)	126.7 PS

TANK P

and the second sec

Net engine flywheel power is for an engine equipped with fan, air cleaner, water pump, lubricating oil pump, fuel pump, alternator, and mulfiler. The gross engine power is without fan. Flywheel power ratings are under SAE standard conditions of 500-ft. altitude and 85°F. temperature, and DIN 70 020 conditions (non-corrected). No derating is required up to 10,000 ft. (3000 m) altitude.

Engine: John Deere turbocharged diesel, vertical 6-cylinder, valve-

	in-head, 4-stroke cycle.
Bore and stroke	4.19×5 in. (106.5×127 mm)
Piston displacement	
Compression ratio	16.2 to 1
Maximum torque @ 1300 rpm	. 372 lbft. (504 Nm) (51.4 ka/m)
NACC or AMA (U.S. Tax) horsepow	wer
Main bearings	
Lubrication	Pressure system w/full-flow filter
Cooling Pressurize	d, w/thermostat and fixed bypass
Fan	
Air cleaner w/restriction indicator .	
Electrical system	24-volt w/alternator
Batteries (2) 12-volt	. Reserve capacity: 180 minutes
Transmission Direct dr	ive full Power Shift with planetary ar reductions. Foot inching pedal.

Travel Sneeds (2300 engine rom no tire slip):

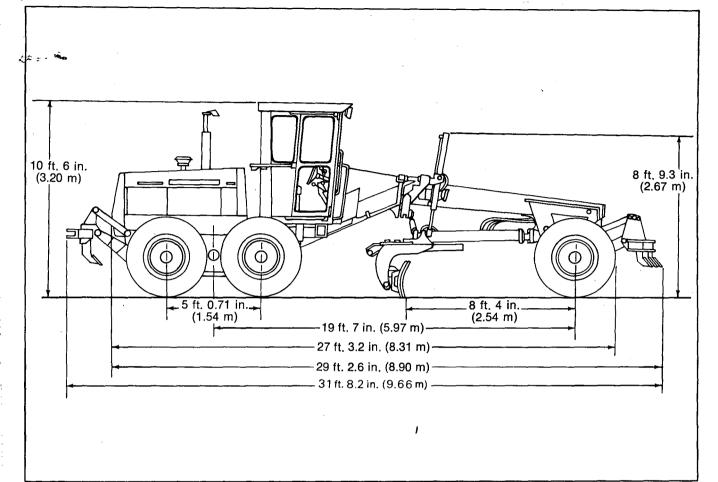
Travel Speeds (2300 engine	e rpm, no	tire slip):			
Shift Lever Position	Forv	vard	Reverse		
1 2 3 4 5 6 7 8	mph 2.3 3.2 4.8 6.3 8.2 10.5 14.1 23.9	km/h 3.6 5.1 7.8 10.1 13.2 17.0 22.8 38.4	mph 2.8 3.9 5.9 7.6	km/h 4.5 6.3 9.5 12.3	
Differential Lock					
Rear Drive Inboard splined steel torque shafts. C nodular cast sprockets drivin bath.	Dscillating	welded co	Instruction	tandems:	
Front Axle: Fabricated steel Total oscillation Wheel lean range (either dire	l box-fran ection)	ne with ste	el spindles	; 30 deg. 20 deg.	
Steering: Front Full hydra	ulic powe	er system.	Steering c	apabilities out power	
Rear	Hydrauli	cally articu	lated fram	e steerina	
Minimum turning radius		• • • • • • • • • •		ft. (6.7 m)	
Brakes: Service Foot-op	erated, h	ydraulically	actuated	, wet-disk,	
effective on 4 tandem wheels Parking Foot-operated, mechanical, dry-disk, effective on 4 tandem wheels					
Hydraulic System: Closed of					
Pressure controlled variable	displace			35 gpm ngine rpm	
Blade: Length Height Thickness		•••••	12 fi 24 in.	t. (3.66 m) (610 mm)	
Blade Range:				()	
Blade side shift: Right or left Shoulder reach outside whee	ale.				
Right or left Pitch at ground line	••••••		7 fi 44 de	t. (2.13 m) g. forward	

10 deg. back

			*
Blade Lifting Mechanism: Control [Dual-lever, h	ydraulic w/#loa	at position
Lift Arms: Nodular cast Positions			7
Control		Hydraulic, fool	operated
Circle: Fabricated steel angle co Circle diameter			. 360 deg.
Drive	Hydraui	w/positive po	sition lock
Sideshift, right and left			
(89×178×13 mm) wa	ll w/ball and	socket draft o	onnection
Frame: Rear mainframe Welde	ed box secti		ation joint
Width, minimum	· • • • • • • • • • • • •	9.25 in.	(235 mm)
Height, minimum		0.63 in	. (16 mm)
top and bottom (min.)			
Weight per ft. (m), minimum Minimum vertical section modulu			
		(2050 0	cm cubed)
Front mainframe	Nelded box		
Width			front hood
Height, minimum			
Thickness, minimum			
Weight per ft. (m), minimum Minimum vertical section modulu) .10 Ib. (109 ipcl	164 kg/m)
Winiffully vertical sectory module			cubed)
Capacities	U.S	. Imp.	Liters
Fuel tank	60 gal.	50.0 gal.	227.0
Cooling system	7 gal.	5.8 gal.	26.5
filter Transmission and hydraulic	-		18.9
system Tandem housings (each)	28 gal.	23.3 gal. 4.2 gal.	
Worm gearbox		2.5 qt.	
Additional Standard Equipmer	nt:		
Transistorized voltage regulator Lights (2 white front w/stop and		temperature	
taillight)		nission tempe	rature
Work lights (2 front and 2 rear	Transr	nission lube p	ressure
floods) Turn signals		nission pressu e oil pressure	ire
Horn	Fuel le		
Deluxe suspension seat		r indicator	
Mechanical hourmeter Ether starting aid		nission filter in Ilic function re	
Precleaner		cator	
Engine side shields		b w/seat belt	
Moldboard float position	Front and Floor ma	l rear windshi t	eld wipers
	On Front	On Rear	
SAE Operating Weight	Wheels	Wheels	Total
Standard equipment	7728 lb. (3505 kg)		5,980 lb. 1 784 kg)
Standard equipment	8828 lb.	18,252 lb. 2	7,080 lb.
and scarifier	(4004 kg)	(8279 kg) (1	2 283 kg)
Standard equipment, scarifier and ripper	8031 lb. (3643 kg)		9,580 lb. 3 417 kg)
	(····)/	(

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JD670-A MOTOR GRADER DIMENSIONS



Tires 13.00-24, 8- or 12-ply rating; 8-in. rim 14.00-24, 10- or 12-ply rating; 8- or 10-in. rim 17.5-25, 12-ply rating; 14-in. rim

Dimensions:

Tire	Wheel Tread		Width		Ground Clearance
Size	Front	Rear	Front	Rear	(Front Axle)
13.00-24	76.60 in.	79.61 in.	7 ft. 10 in.	7 ft. 10 in.	1 ft. 10 in.
	(1.94 m)	(2.02 m)	(2.34 m)	(2.34 m)	(559 mm)
14.00-24	76.60 in.	79.61 in.	8 ft.	8 ft.	1 ft. 10.5 in.
	(1.94 m)	(2.02 m)	(2.44 m)	(2.44 m)	(571 mm)
17.5-25	79.36 in.	82.37 in.	8 ft. 6 in.	8 ft. 6 in.	1 ft. 11.2 in.
	(2.01 m)	(2.09 m)	(2.59 m)	(2.59 m)	(589 mm)

Height to top of steering wheel 7 ft. 4.4 in. (2.25 m)

Scarifier (Special Equipment): V-type for 4 ft. (1.22 m) cut with 3 manual pitch positions and hydraulic float
 draulic float
 5

 Number of teeth (9 possible)
 1 ft. 10 in. (559 mm)

 Lift above ground
 1 ft. 10 in. (559 mm)

 Penetration
 12 in. (305 mm)

 Shank size
 1.25×4 in. (31.7×102 mm)
 Ripper (Special Equipment): 8 ft. (2.44 m) cut width, parallelogram linkage, 2 manual shank vertical positions
 Inkage, 2 manual shark vertical positions

 Number of shark pockets
 5

 Number of sharks
 3

 Lift above ground
 1 ft. 2.5 in. (368 mm)

 Penetration
 1 ft. 2 in. (356 mm)

 Shark size
 2×5 in. (51×127 mm)

 Lift above ground (sharks in upper position)
 1 ft. 11.5 in.
 (597 mm)

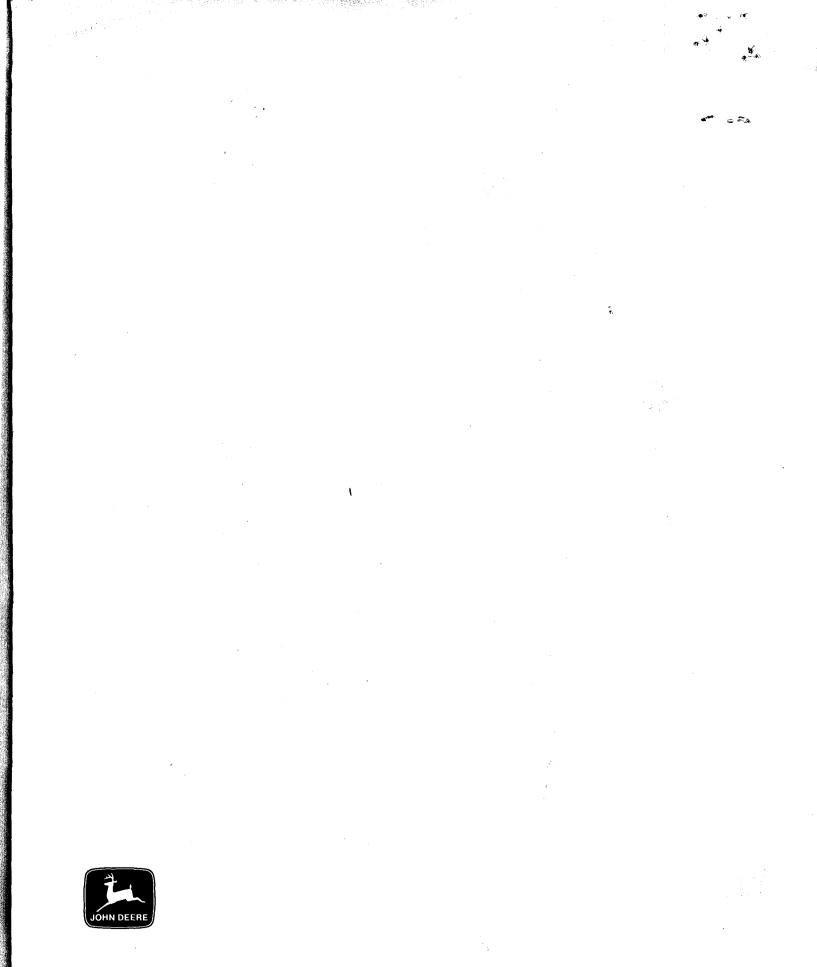
Special Equipment:

Scarifier Heavy-duty scarifier Below-cab blade lights Bench seat Cab heater options Cab defroster fan Air conditioning w/50 amp heavy-duty alternator Roof-mounted heater (w/air-conditioner only) Outside rear view mirrors ROPS canopy w/seat belt Coolant heater 2-ft. (610 mm) moldboard extensions, right or left

13-ft. (3.96 m) and 14-ft. (4.27 m)

moldboards

Overlay end bits Transmission bottom guard Heavy-duty bottom guard w/drawbar Rear-mounted ripper w/drawbar hitch Drawbar hitch Toolbox Articulation indicator Engine disconnect Reverse warning system Sound baffled engine side shields 3-in. seat belt Heavy-duty cutting edge Automatic blade control





Allen Machinery Company, Inc.

P.O. Box 3327 - Loop 287 West Lufkin, Texas 75901 Phone 713-634-8801 VOL CO6 PASE 483

April 10, 1981

Tyler County Commissioners Court Woodville, Texas

Gentlemen:

We are pleased to quote on the following John Deere 670-A Motor Grader, equipped as follows:

1 - 670-A Motor Grader - Turbocharged Diesel Engine - 125 H.P.

Operating Weight - 28,700 Lbs.

25⁰ Articulated Frame Steering - 22 Foot Turning Radius.

8 Speed Power Shift Transmission - Direct Drive.

Differential Lock - All Speeds, Operator Controlled.

13.00 - 24", 12 PR (G-2) Tires.

12 Foot Moldboard

All-Hydraulic Control Of Blade & Machine Functions.

Closed Center Hydraulics w/Positive Hydraulic Lock.

Full Length Frame, Hydraulic <u>Steel</u> 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.













Allen Machinery Company, Inc.

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

Bid Continued -- Tyler County -- JD 670-A

VOL COSPAGE 484

24 Volt Electrical System.. Operator Tool Box.

Warranty: One Year Factory Warranty Plus 90 Days Of Free Field Service.

Delivery: 2 Weeks

\$87,990.00-----List Price 25,230.00-----Less Trade-In & Governmental Discount \$62,760.00-----Net Price FOB Colmesneil 11,460.83-----Plus Repair Bill To Mustang \$74,220.83-----Total Bid

Note: Add \$1,755.00 For 14.00 x 24", 12 Ply Tires.

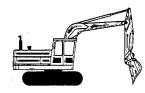
Yours Very Truly,

Glen McDaniel Salesman

GM:JL











ALLEN MACHINERY	COMPANY,	INC.
P. O. BOX 3327		
LUFKIN, TEXAS	75901	

TYLER COUNTY COMMISSIONERS COURT WOODVILLE, TEXAS

GRADER

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GRACE BOSTICK, COUNTY CLEPK 01 AN 1



TYLER, TEXAS 75712

April 13, 1981

214/597-6641

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

VOL 006 PASE 486

Gentlemen:

Due to the disabled condition of Precinct Number 3, Caterpillar Model 12F Motor Grader, we were unable to inspect the engine, transmission and power train of said motor grader. Since this condition prevails, we respectfully decline to submit a bid reflecting trade in allowance.

We are pleased to submit the following quotation without your trade ing One new Champion Model 715-R Tandem Drive Motor Grader equipped as follows:

Allis-Chalmers Model 670-T Diesel Engine Developing 150 Flywheel Horsepower; All Steel Cab With Safety Glass; Heater: Defroster: Powershift Transmission; Dry Type Air Cleaner; Exhaust Rain Cap; Hand Throttle: Full Instrument Panel; Rear Tow Hitch; 14:00 X 24 Tires, (12 Ply Tires On 10" Rims); 4 Wheel Power Boosted Brakes.

List Price.....\$ 83,648.00

VOL COBPAGE 487

Tyler County

April 13, 1981

Delivery: From Stock

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

Yours truly,

GEORGE P. BANE, INC.

Slann

Garth B. King Sales Manager

ACCEPT	ED:				
Judge_	ĩ	·	 ⁷¹ 8	٠.	
#1			 	~ > 5	
#2					
#3					
#4			* .	2	

GBK/om



VOL 005 PASE 489

COMMISSION REAGAN HOUSTON, CHAIRMAN DEWITT C. GREER CHARLES E. SIMONS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION P. O. Box 3468 Beaumont, Texas 77704 March 30, 1981

ENGINEER-DIRECTOR B. L. DEBERRY >

IN REPLY REFER TO

Subject: The 1979-82 (Part B) Federal-Aid Off-System Bridge Replacement and Rehabilitation Program

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

Dear Judge Sturrock:

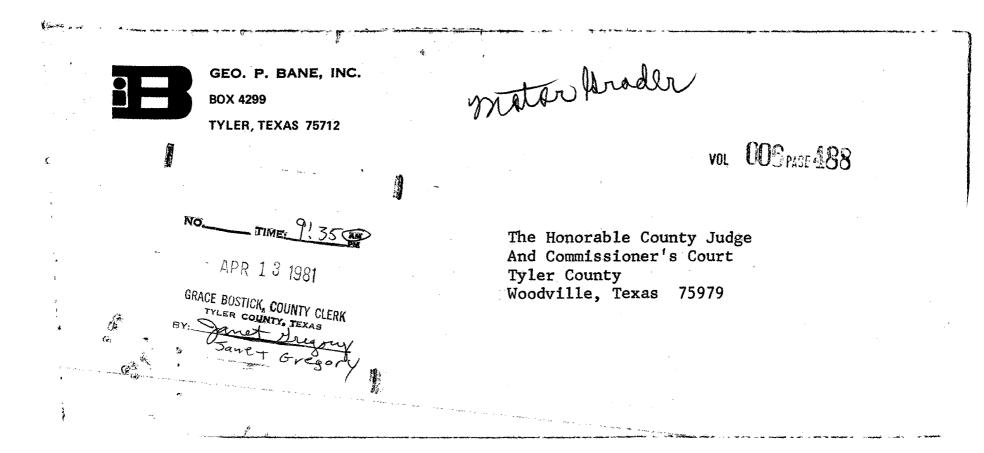
Reference is made to your letter of January 29, 1979, submitting the bridge located on County Road 151 at Rawls Cr., 1.8 Mi. E. of beginning of road, as your top priority as a candidate for the above program.

We have received approval of Part B of this program and your top priority bridge is included on this program. We are attaching two (2) copies each of our standard construction-maintenance agreement forms outlining the conditions for this project. It is requested that these agreements be executed and returned to this office for further handling.

Total estimated cost for this bridge improvement is \$220,000.

Yours very truly, F. с. Yoúng District Engineer

CEN:jb Attachments cc: H. P. R. Smith R. W. Bythewood File



CONSTRUCTION AND MAINTENANCE AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

VOL COSPAGE 490

THIS AGREEMENT, made this day of , 19, by and between the State Department of Highways and Public Transportation, Party of the First Part, hereinafter called the "Department", and , a local government, or governmental agency or entity, Party of the Second Part, hereinafter called the "Governmental Agency" acting by and through its _______ and by virute of the authority shown on Exhibit A attached hereto and made a part hereof.

<u>W I T N E S S E T H</u>

WHEREAS, the Governmental Agency is owner of a bridge located on a public road or street within its jurisdiction at

and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Act of 1978, a program entitled 1979-82 (Part A) Federal-Aid Off-System Bridge Replacement and Rehabilitation Program has been approved by the State Department of Highways and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.

2. The Governmental Agency agrees to provide, "at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

The Governmental Agency agrees to provide 20% of the 3. actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering and agrees to acquire at its expense any additional right of way, if required. Forty-five days prior to the date scheduled for the contract letting the Governmental Agency agrees to pay to the State, by check made payable to State Treasure Account Trust Fund No. 927 an escrow amount equal to 20% of the estimated cost of the project including preliminary engineering. After the project is completed the actual cost will be determined by the Department based on its standard accounting procedures, and 20% of the actual cost will be the amount due by the Governmental Agency. Any excess over this amount previously paid will be reimbursed to the Governmental Agency, and any difference due the Department will be paid by the Governmental Agency within 30 days upon receipt of a certified statement.

VOL COS PASE 491

4. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

5. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

6. Upon completion of the project the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

7. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

-2-

VOL 006 PASE 492

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

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

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:

Name of Governmental Agency

By:

Title of Executing Official

ATTEST:

Title

By:

Executed and approved for State Highway and Bublic Transportation Commission under authority of Commission Minute Order No. 70104, dated June 20, 1975

Assistant Engineer-Director

RECOMMENDED FOR APPROVAL:

District Engineer

Chief Engineer of Highway Design

Bridge Engineer

-3-

CONSTRUCTION AND MAINTENANCE AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

VOL 006 PASE 493

; and

THIS AGREEMENT, made this <u>day of</u>, <u>19</u>, by and between the State Department of Highways and Public Transportation, Party of the First Part, hereinafter called the "Department", and <u>, a local government</u>, or governmental agency or entity, Party of the Second Part, hereinafter called the "Governmental Agency" acting by and through its <u>and by virute of the authority</u> shown on Exhibit A attached hereto and made a part hereof.

<u>W I T N E S S E T H</u>

WHEREAS, the Governmental Agency is owner of a bridge located on a public road or street within its jurisdiction at

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Act of 1978, a program entitled 1979-82 (Part A) Federal-Aid Off-System Bridge Replacement and Rehabilitation Program has been approved by the State Department of Highways and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

<u>A G R E E M E N T</u>

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.

2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance

-1-

with requirements of the Department.

The Governmental Agency agrees to provide 20% of the 3. actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering and agrees to acquire at its expense any additional right of way, if required. Forty-five days prior to the date scheduled for the contract letting the Governmental Agency agrees to pay to the State, by check made payable to State Treasure Account Trust Fund No. 927 an escrow amount equal to 20% of the estimated cost of the project including preliminary engineering. After the project is completed the actual cost will be determined by the Department based on its standard accounting procedures, and 20% of the actual cost will be the amount due by the Governmental Agency. Any excess over this amount previously paid will be reimbursed to the Governmental Agency, and any difference due the Department will be paid by the Governmental Agency within 30 days upon receipt of a certified statement.

VOL 005 PAGE 494

4. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

5. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

6. Upon completion of the project the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

7. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

-2-

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

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

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:

VOL 008 PAGE 495

Name of Governmental Agency

By:

2

By:

Title of Executing Official

ATTEST:

Title

Commission under authority of Commission Minute Order No. 70104, dated June 20, 1975

Assistant Engineer-Director Executed and approved for State Highway and Public Transportation

RECOMMENDED FOR APPROVAL:

District Engineer

Chief Engineer of Highway Design

Bridge Engineer

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СОММІ	SSIONER'S COURT OF April 16,	, 197_81Page3	_of
CLAIM	REGISTER AND MINUTES OF ACCOUNTS ALL	LOWED, General FUND TYLE	R COUNTY, TEXAS
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of D Claim All
17079	Southwestern Bell Telephone	Age-23.08, Airport-56.06, Vet-191 JP2-16.83, House-18.04, Aud-45.10	
		Fire Dept94.96, Jud-63.47, JP4-26.13, Comm Off-43.48,	
		Sheriff-706.87, JP1-41.74, DPS-85	i i i i i i i i i i i i i i i i i i i
		C.Atty-48.41, Treas-84.73, C.C3 Ext-103.44, D.C1-45.38, D.Jud-39 Tax Off-86.59	
17098	ShepherdsyLinen Supply	Janitors Unifoms	32.39
17085	Stafford Lowdon Co.	Forms-Co. Clerk	25.92
17124	Sam Houston Electric	Airport Utilities	103.84
17060	Stafford Lowdon Co.	Docket Book- JP# 4	105.60
17063	South Magnolia Drive Inn Gro.	Sheriff Dept. Film-26.37-Prisoners Food-15.62	41.99
17122	Sullivans	Supplies-Repairs to Bldg.	41.61,
17108	Sargent Sowell, Inc.	Handicap & DPS reserved Signs	82.91
17142	Barbara Tolbert, Tax. Asses.	Reimb. Freight Chgs.	4.35
17100	Texas Surplus Property	Little League Public Address System-Reimb. by	99.00
17143	Texas Research Inst. of Mental Sc	iences Foster Child-Test-L.Mash	tere 196.00
17095	Transcontenintal Distributors	Supplies for Exeroc Machine-Cleri	\$ 556.98
17071	Tyler Uniform Co.	Deputy Uniform-Sheriff Dept.	138.17
17070	Turners Radiator Shop	Reparis to Vehicles-Sheriff Dept	122.53
17069	Texaco Inc.	Gas Sheriff Dept.	32.54
17068	Tyler County Hospital	Medical Treatment Prisoners-Hart	& 63.00
_17067	Tyler County Booster	Advertising Depository & Equip. Lease, Reports, & Tax Roll re	118.94
17141	Western Data Services, Inc.	Louse, Computer,	1,485.88

APPROVED THIS 1 Julient COUNTY JUDGE 16 April April , 197_81

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

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CLAIM I	REGISTER AND MINUTES OF ACCOUNTS ALL	OWED, General FUND TYLE	ER COUNTY, T	EXAS
4				
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D All
17133	Huey & Phillips	Windcones-Airport	\$ 142.00	
17046	Hensarlings Auto Service	Oil-Mini Bus	11.20	
17105	Holderman's Bldg. Center	Supplies-Repairs to Courthouse	29.70	
17050	Jo-Be Equip. Co.	Parts fo Vehicles-Sheriff Dept.	7.59	
17049	Jarrotts Pharmach	Medical Supp.for Prisoners-20.98 Film-Sheriff-22.08	43.06	·
17048	Wanda Johnston	Maternity Benefits-W. Johnston	528.00	
17047	Jackson Petroleum Products	Gas-Sheriff Dept.	1,610.96	
17051	Lufkin Typewriter	Ribbons-JP#1, & Co. Atty.	38.10	(
17052	Bob Mann, Atty.	County Court Appt'd Atty re Adam	s, 225.00	Ì
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April 16,

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17047	Jackson Petroleum Products	Gas-Sheriff Dept.	1,610.96	
17051	Lufkin Typewriter	Ribbons-JP#1, & Co. Atty.	38.10	
17052	Bob Mann, Atty.	County Court Appt'd Atty re Adam.	s, 225.00	
17097	3M WST 4322	Office supplies-Co. Clerk	268.01	
17104	Paul J. McClung	Book-Co. Atty.	40.00	
17055	Monroe	Service Contract-Auditor Office	74.00	
17054	Jim Mahan Plumbing	Valwe & Tape-REpairs to Bldg.	16.95	
17099	NCR corp.	Ribbons-Treas.	3.55	
17056	Office Supply Center	Sheriff-20.40, Auditor-12.38	32,78	
17117	Phillips Heat & Air Cond.	Repari Beacon Light-Airport	34.00	
17115	Phillips Heat & Air cond.	Reparis & Service CAirl-Aircond.	32.50	
17058	The Phelan Co.	TV Dinners & Kitchen Supplies	85.81	
17057	Phillips Heating	Reparis to Airconditioners	151.50	
17140	Rogers Office Supply Co.	sher111-255.05, DBs-9:40, JP12276	56,	
		C.Cl-14.80, Treas-14.95, D.A33 Taxx Off-33.50	.50, 749.42	
17059	Road & Bridge I	Reimb-Gas-Mini-Bus-Mar & Feb.	508.35	

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COMMISSIONER'S COURT OF_

CLAIMS CHECKED AND APPROVED an 612 COUNTY AUDITOR

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VOL

14 17 14 Page 1 April 16, 197 81 COMMISSIONER'S COURT OF of

VOL 003PASE/198

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Fed. Rev. Sharing FUND TYLER COUNTY, TEX

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
1291 - a	Axley & Rode	Partial Pmt on 1980 Audit	1800.00
1290-a	Deep East Tex. Wrok. Comp.	April Work. CompSolid Waste	66.58
1297 - a	J.E. Gardner Oil Co.	Gas-Solid Waste	467.95
1298 - a	J.E. Gardner Uil Co.	Fuel-Pct. # III	2478.71
<u>1292-a</u>	NCR	Supplies-Data Processing System	118.44
1300-a	Rev. Shar. Advisory Service	Revenue Sharing Bulletin-Subscri	pt. 38.00
1293-a	Southwestern Bell	Telephone-Probation	76.24
1294 - a	Sargent-Sowell Inc.	Jail Equipment	1260.86
1296 - a	Woodville Auto Parts	Parts-Solid Waste	97.05
1295 - a	Bill West & Bell Fence Co.	Chain Link Fence at Pct.3 Co.Bar	n 5624.00
	~	Tot.	12 027.83
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COUNTY AUDITOR

COMMISSIONER'S COURT OF _,197<u>81</u> Page 1 1 April 16, Road & Bridge IV CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, FUND TYLER COUNTY, TEXAS

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VOL 24

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Dat Allov
17045	J.E. Gardner Oil Co.	Fuel	1278.52	
17044	Goodyear Service Stores	Tires & Tubes	728.52	-
17043	Gulf Welding Supply Co.	Oxygen & Acetylene	7.20	
17053	McInnis Hardware	Ice & Misc. Supplies	22.16	
17062	Spurger Gulf Station	Tire Repair & Misc Supplies	11.20	
17061	Spurger Mercantile	Misc. Supplies	25.48	
17066	Tyler County Booster	Advertising for Motor Grader	34.56	
17017	Deep East Tex. Wrok Comp.	Workers Comp-April	260.78	* *
		Tot	2.368.42	
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VOL 005 PADE 500

COMMISSIONER'S COURT OF <u>April 16</u>, 19**X** 81 Page <u>1</u> of <u>1</u>

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, <u>Road & Bridge III</u> FUND TYLER COUNTY, TEXAS

			·		. (
	Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allo
	17078	Allison Chevrolet, Inc.	Repairs to Equipment	\$ 13.29	
	17080	Davis Groce ry	Water Kooler & Cups	36.18	
	17083	Freemans Concrete	Culverts	14.85	
	17084	Gulf States Utilities	County Barn Utilities	101.01	1
	17112	Goodyear Service Store	Tires	658.19	
•	17111	Harrington Electrical Serv.	Supplies & Tools	42.70	
	17110	Pargas of Woodville	Propane/Co. Barn	20.00	
		Richards Electric	Repairs to Pump Truck	37.35	
	17077	Staffords Liquigas	Propage/Co. Barn	20.00	
	17080	S&S Welding Service	Truck Repairs	14.00	
		Tyler County Booster	Advertising	42.26	
	17017	Deep East Texas Workers Comp.	April Workers Compensation	203.85	
	17164	Mustang Tractor	Repairs to Equip.	1229.50	
			Tot.	2433.18	
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CLAIMS CHECKED AND APPROVED

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· · ·	CLAIM F	REGISTER AND MINUTES OF ACCOUNTS ALL	OWED, <u>Road & Bridge II</u> FUND TYL	ER COUNTY, TE	XAS
*	Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allow
<u> </u>	.7134	Allen Machinery Company	Oil & Filters	\$ 99.50	
<u>1</u>	17091	Chester Water Supply Corp.	County Barn Utilities	7.50	
	.7136 .7137	Gulf Welding Supply Co. J.E. Gardner Oil Co.	Oxygen Fuel	19.60 1890.33	-
1	7135	Goodyear	Tires	433.04	
1	7092	Sam Houston Electric Co-Op.	County Barn Utilities	6.55	
]	17089	Texaco, Inc.	Gas	14.58/\	
1	17090	Thornton Hardware & Appliance	Shovel & Nails	32.32	
]	L7093	Woodville Auto Parts	Parts	311.76	
]	17017	Deep East Texas Workers Comp.	April Workers Comp.	> 172.36	
			Tot	2,987.54	
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APPROVED THIS day of 197 Barrie COUNTY JUDGE -160

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CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

 COMMISSIONER'S COURT OF _____April 16 _____, 193 81 _____
 Page 1 of 1 ______

 CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, ______Road & Bridge I ______FUND TYLER COUNTY, TEXAS

<u> </u>				
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D Alle
17152	A-Z Discount Auto Parts	Parts	\$ 70.68	
17148	Boykin Lumber & Supply Co.	Parts	1.25	
17128	Birdwells Welding & Machine Sh.	Welding Hitch	12.00	
17131	Durham Electric Co.	Re-Built Alternator	48.50	
17149	East Texas Asphalt Company	Asphalt	362.00	
17129	East Texas Mfg. & Supply	Cleaning Supplies	93.50	
17130	Etox Inc.	Lease Renewal/Oxygen Tanks	67.00	
17127	Freemans	Concrete Pipe	29.70	
17146	J.E. Gardner Oil Co.	Fuel	1644.99	
17144	Gulf States Utilities	Utilities	28.97	
17150	Hart Creosoting Co.	Creosoted Timbers	333.20	
17147	Holdermans Building Center	Spikes	- 27.20	
-17126	Hensarlings Auto Service	Tire Repair	14.00	
17154	Jacks Saw & Sharp Shop	Sharpen Saw	3.00	ļ
17151	Senaca Water Supply Corp.	Utilities	6.00	
17123	Sullivans Hardware	Shovel Handle	5.49	
17132	TyCo Feed	Unloading Premix	45.00	ļ
17153	Woodville Auto Parts	Repairs to Equipment	222.56	
17145	Whites Mines	Pre-Mix	4343.41	
17125	Woodville Exxon	Tire Repair	47.45	}
17017	Deep East Texas Workers Comp.	April Workers Comp.	141.00	· ·
		Tst.	7546,90	
	Number 17152 17148 17128 17131 17131 17130 17130 17130 17130 17131 17149 17129 17130 17146 17150 17147 17150 17151 17151 17151 17153 17145 17125	NumberNAME OF CLAIMANT17152A-Z Discount Auto Parts17152A-Z Discount Auto Parts17148Boykin Lumber & Supply Co.17128Birdwells Welding & Machine Sh.17129East Texas Asphalt Company17149East Texas Asphalt Company17129East Texas Mfg. & Supply17130Etox Inc.17127Freemans17146J.E. Gardner Oil Co.17147Holdermans Building Center17150Hart Creosoting Co.17147Holdermans Building Center17154Jacks Saw & Sharp Shop17151Senaca Water Supply Corp.17123Sullivans Hardware17132TyCo Feed17145Whites Mines17125Woodville Auto Parts17125Woodville Exxon	NumberNAME OF CLAIMANTNATURE OF CLAIM17152A-Z Discount Auto PartsParts17152A-Z Discount Auto PartsParts17148Boykin Lumber & Supply Co.Parts17128Birdweils Welding & Machine Sh.Welding Hitch17131Durham Electric Co.Re-Built Alternator17149East Texas Asphalt CompanyAsphalt17129East Texas Mfg. & SupplyCleaning Supplies17130Etox Inc.Lease Renewal/Oxygen Tanks17127FreemansConcrete Pipe17146J.E. Gardner Oil Co.Fuel17150Hart Creosoting Co.Creosoted Timbers17147Holdermans Building CenterSpikes17154Jacks Saw & Sharp ShopSharpen Saw17151Senaca Water Supply Corp.Utilities17123Sullivans HardwareShovel Handle17132TyCo FeedUnloading Premix17145Whites MinesPre-Mix17125Woodville Auto PartsRepairs to Equipment17017Deep East Texas Workers Comp.April Workers Comp.	NumberNAME OF CLAIMANTNATURE OF CLAIMClaim17152A-Z Discount Auto PartsParts\$ 70.6817148Boykin Lumber & Supply Co.Parts1.2517128Birdwells Welding & Machine Sh.Welding Hitch12.0017131Durham Electric Co.Re-Built Alternator48.5017149East Texas Asphalt CompanyAsphalt362.0017129East Texas Mfg. & SupplyCleaning Supplies93.5017130Etox Inc.Lease Renewal/Oxygen Tanks67.0017127FreemansConcrete Pipe29.7017146J.E. Gardner Oil Co.Fuel1644.9917150Hart Creosoting Co.Creosoted Timbers333.2017147Holdermans Building CenterSpikes27.2017150Hart Creosoting Co.Creosoted Timbers3.0017151Senaca Water Supply Corp.Utilities6.0017123Sullivans HardwareShovel Handle5.4917124Joy FeedUnloading Premix45.0017153Woodville Auto PartsRepairs to Equipment222.5617145Whites MinesPre-Mix4343.4117154Woodville ExxonTire Repair47.4517155Woodville Auto PartsRepairs to Equipment222.5617145Whites MinesPre-Mix4343.4117155Woodville ExxonTire Repair47.4517017Deep East Texas Workers Comp.April Workers Comp.141.00

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COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

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	SSIONER'S COURT OF April 16,	- E	of	
CLAIM	REGISTER AND MINUTES OF ACCOUNTS ALI	_OWED,FUND TYLE	ER COUNTY, TE	EXAS
	n an			
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	C All
17094	West Publishing Co.	Law Books-Co. Clerk	19.00	
17075	Woodville Ambulance	Sheri Transporting Prisoner-Lyon- Dept	ff 75.00	
17074	Woodville Auto Parts	Repairs to Mini-Bis	20.52	
17073	Walraven	Summons-JP#1	6.13	
17072	Wal-Mart Stores	Floor Mats-7.31, Film-41.03-Sher	iff 48.34	
17113	West Publishing Co.	Book-JP#1	11.25	
17107	Woodville Auto Parts, Inc.	Repairs to Vehicle-Sheriff Dept.	168.42	
17109	Zep Mfg. Co.	Janitors Supplies	65.40	
17096	Xerox corp.	Copy Machine Lease-Co. Clerk	774.15	
17101	Xerox Corp.	Copy Machine Lease-Dist. Clerk	250.00	
17165	T.J. Hensarling	Paint, Hang Pictures, Build		
		Cabint, Make Stakes, Fix Locks	540.00	
		Tot	21076.40	
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APPROVED THIS 16 April April COUNTY JUDGE _, _{197_}81

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CLAIMS CHECKED AND APPROVED

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VOL COSPAGE 504

 COMMISSIONER'S COURT OF _____April 16, _____, 197_81 _____Page 1 _____of _____

 CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, _____General ______FUND TYLER COUNTY, T

	· · · · · · · · · · · · · · · · · · ·			
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM		ount of Claim
17025	Amway Products	Janitors Supplies	\$	118.80
17114	Barbara's Industial Engraving	Signs-Sheriff Dept.		12.10
17028	Becker Printing Co.	Bind & Cover Annual ReptAudito	.	179.95
17027	Brookshire Bros.	Food-Prisoners Meals-Sheriff		215.78
17116	Co.Judges & Comm. Assoc. of Tex.	Association Dures		100.00
17034	Colmesniel Telephone Co.	Telephone-J.P.#III		52.18
17033	Collier Insurance Agency	Liability InsNew Mini-Bus		6.00
17032	Jim Clark, Atty.	Brandin, & Evans, & Selvidge Court Appt'd Atty.Fees re-Miller		 325.00
17031	City of Woodville	Courthouse Utilities		450.00
17030	Clemmons Ins. Agency	Notary Bond re J.Maxey-Co. Judge	•	48.00
17029	Century II	Printed Forms-JP# 1		36.00
17106	Colmesneil Car & Truck Repair	Repairs to Vehicle-Sheriff Dept.	. 1	95.36
17017	Deep East Tex. Wrok. Comp.	Workers Comp. for April		361.62
17035	Jim Dillion, Atty	& Smith County Court Appt'd Atty re-Moye		150.00
17036	Exxon Co.	Gas-Sheriff Dept.		285.11
17037	Eastex Connunications	Reparts to Tower-4492580 Sheriff		622.50
17038	Green Williamson Foster Home	Foster Child Care-Robert Broaddu	s 2	,914.00
17039	Mary Lee School	Foster Child Care-G.Broaddus, &	2	,872.00
17088	Governmental Information Service	Subscription Dues -Co. Auditor		48.00
_17042	Greenwood Exxon	Gas for Lawn Mower-Janitors Supp		1.42
17041	Gulf Oil Corp.	Gas-Sheriff Dept.		64,76
17040	Gulf States Utilities	Courthouse Utilities		573.13
			-	

APPROVED THIS 16 day of April , 197_81

CLAIMS CHECKED AND APPRO

COUNTY AUDITOR

COUNTY JUDGE

TEXAS COMMISSION ON JAIL STANDARDS



COMMISSION MEMBERS

Steve Suttle, Chairman, Abilene Robert J. Uhr, Vice-Chairman, New Braunfels Havnes H. Brindley, M.D., Temple Judge Albert Bustamante, San Antonio James D. Goode, Christoval Sheriff Jack Heard, Houston

> EXECUTIVE DIRECTOR Robert O. Viterna

April 8, 1981

VOL 008 PAGE 505

Andy J. McMullen, Hamilton Ronald L. Ramey, Houston Sheriff Dallas Smith, Midland

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

Dear Judge Sturrock:

-Mr: Richards, Universal Power, Inc: has apprised us that the firm has been asked to repair Tyler County Jail doors. He also apprised us that it will be approximately 4 months until he can proceed on the project.

This agency approved that arrangement. It is obvious that Tyler County officials are showing "good faith" in correcting jail deficiencies. However, you are advised that the use of padlocks must be eliminated now and that portion of corrective action cannot be delayed.

Please call if this agency can assist further (512) 475-2716.

Sincerely, Robert 0.

Executive Director

ROV:pa

CC: Sheriff Leon Fowler Inspector Robert Dearing Universal Power, Inc.

R. & R. Welding and Mechanical P.O. Box 1887 Corsicana, Texas 75110

Honorable Allen Sturrock, County Judge 100 Courthouse Woodville, Texas 75979

VOL COSPACESOR

April 9, 1981

Dear Judge Sturrock:

Pursuant to our meeting of last Sunday regarding renovation of the Tyler County jail, I submit the following estimates for restoration of the mechanical systems to a condition acceptable to the Texas Commission on Jail Standards. Please understand that these are estimates for general budget appropriations and may or may not coincide with the calendar time actually required to complete the work. If the terms we discussed are acceptable to you we can begin work sometime during August of 1981, hopefully August 1st.

Specialized labor (two men with tools) 55 hours @ \$45./hr.---- 9,900.00 (Includes travel time) (55 hrs./wk. x 4 weeks)

Motel for four (4) nights	में के का रहे सन के भारत के कि का का का का का का का की की कि का मा की का रजा का की कि का का का का का का का का क मा के का का रहा सन का	500.00
Parts and machine work (probably local purchase) 1,000.00		
Semi-skilled or unskilled la	bor (provided locally)	1,000.00
Total		12,400.00

Sincerely yours,

- Dikas

Ervin L. Richards, Owner R & R Welding and Mechanical

> Note: When the Commissioner's Court decides on a course of action, please mail me a note at the above address so that I may arrange my calendar accordingly.

> > Thanks.

Cui

cc: Jack E. Crump, Planner and Bob Dearing, Supervising Inspector Texas Commission on Jail Standards, 411 W. 13th, Austin, Texas 78711 On the 16th day of April 1981 be it ordered by the Commissioner's Court with all present and all voting in regular session that as per Article 6743 the Commissioners Court hereby appoints a road Superintendent for each precinct. Be it ordered that the Court appoints each commissioner in each precinct as a road Superintendent with all the powers and duties as set out in article 6746 of the Vernon's Civil Statutes; Said road Superintendent shall expressly have the power to hire and fire personal in their employment. Said Road Superintendent shall not recieve any compensation for said duties. Said Appointment is expressly based in Article 6736 of Vernon's Civil Statues of the State of Texas.

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Furthermore, this Honorable Court hereby based on the above Article 6736 hereby adopts and approves retroactivly all acts and conduct of said Commissioners in acting as road Commissioners.

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AMENDMENT

KNOW ALL MEN BY THESE PRESENTS that, for an takings, considerations to be paid and received, and the term	d in consideration of the mutual understandings, under- s and conditions hereinafter set forth, it is UNDERSTOOD
and AGREED by and between International Paper Company, a	
that by Land Lease	TM <u># 229-27</u> , executed by
and between the parties hereto on the 20 day of <u>A</u> hereby is, amended as follows:	•
	e a
The land lease is extended for a o expiration date April 30, 1982.	ne (1) year period, making
There is no consideration.	
All other terms and conditions are	to remain the same.
	•
	*
Except as altered, modified and amended to the said parties do hereby ratify and confirm all and singular the	e extent and in the particulars hereinbefore set out, the other provisions of the aforesaid <u>TM 229-27</u>
IN WITNESS WHEREOF, the parties hereto duplicate original counterparts on this day of	have caused this instrument to be duly executed in
د. با با المراج المحمد بي بيسا معام مرينيكا الوجعية كمين توسيدينو «المكان المحمة عام المراج المحمة الم	INTERNATIONAL PAPER COMPANY, a Corporation
WITNESSES:	By Harbert & Perande (Title) Manager Land & Timber
Masthe Elimphin	
Martha Klinghus	
almer Gotord, In	بر المراجع (المراجع
× / ·	TYLER COUNTY, TEXAS
V	\sim 1

By: //

Allen

WITNESSES: Donece Langham an allam Janet Gregory

*

WDLDS, FORM NO. 099

Tyler County

y Judge of Sturrock

02. 10x. L/L 229-27

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HISTORICAL SITE LEASE

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VOL

THE STATE OF TEXAS X COUNTY OF TYLER X KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT OF LEASE, made the 20th day of April, 1971, by and between INTERNATIONAL PAPER COMPANY, a New York corporation having a permit to transact business in the State of Texas, with a principal Texas office and domicile in the City of Nacogdoches, Nacogdoches County, Texas, hereinafter known as LESSOR; and TYLER COUNTY, TEXAS, a body politic, represented herein by Honorable Tom D. Mann County Judge, with the County Seat of such County being at Woodville, Tyler County, Texas, hereinafter known as LESSEE (the terms "Lessor" and "Lessee" shall be construed in the singular or plural number accordingly as they respectively represent one or more than one person):

WITNESSETH:

That LESSOR does by these presents lease, let and demise unto the said LESSEE all that certain tract or parcel of land, being five (5) acres, a part and out of the I&GN RAILROAD SURVEY, Section No. 5, Abst. 724, in Tyler County, Texas, more particularly described by metes and bounds as follows:

> BEGINNING at a point 400 varas east of the southwest corner of the I&GN Railroad Survey, Section 5, Abstract 724, Tyler County, Texas; THENCE North 30° East 230 varas to a point at the South end of the woods road #91-T, said point being the Point of Beginning of said five acre tract; THENCE North 60° West 86 varas; THENCE North 50° West 102 varas; THENCE North 12° West 90 varas; THENCE North 66° East 94 varas; THENCE South 64° East 74 varas; THENCE South 64° East 94 varas; THENCE South 70° East 96 varas; THENCE South 15° East 54 varas to a point on the woods road #91-T; THENCE South 30° West 130 varas to the Point of Beginning of said five acre tract.

Attached hereto, marked "Exhibit A" and made a part hereof is a map or plat of the above-described tract of land; for the term of five (5) years beginning on the 20th day of April, 1971, and ending on the 20th day of April, 1976, upon the terms and covenants following:

1. LESSOR leases and lets the above-described tract of land to LESSEE for the use and benefit of the Tyler County Historical Society for the burpose of preserving, impreving and exhibiting the above-described tract of land as one of the historical sites in Tyler County, Texas, formerly known as an "Indian Ball Yard".

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It is understood and agreed that the above-described premised shall be used only for the purposes set out and for none other.

2. LESSEE shall not pay LESSOR anything of value as rental for the use of the above-described premises, but obligates itself as part of the consideration of this lease to improve, clear up and handle the policing of the area covered by this lease to see that no depredations are made and committed by trespassers upon the property, and that it shall be handled in the true sense as an historical site in Tyler County, Texas, as though it were owned by Tyler County itself.

3. It is understood and agreed that LESSEE shall be wholly and solely responsible for any loss and all loss or damage to any person or property in connection with any of the improvements or operations carried on by LESSEE on said premises, and binds and obligates itself to save and hold harmless the LESSOR and its successors and assigns on account of any loss or damage, including all costs and expenses incurred by LESSOR on account of any action, if any, filed against it in connection with any cause of action arising out of, incident to or connected with in any manner the improvement and operations of LESSEE on the above-described premises.

4. This lease may be renewed and extended for an additional oneyear period if mutually agreeable between LESSOR and LESSEE, and such renewal and extension may be made by the LESSEE giving sixty (60) days notice in writing to the LESSOR at one of its principal offices in Texas at Nacogdoches, Texas, prior to the expiration of the primary terms of this lease, and that such renewal be mutually agreeable with the LESSOR.

5. LESSEE will not sublet the above-described premises or any part thereof or assign this lease to any person whatsoever without the written consent of the LESSOR.

6. If LESSEE should fail or cease to use the above-described premises for the purposes for which the same are hereby leased and let to it for the period of one year during any of the time covered by the primary terms of this lease, or for a period of one year after any

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-extension thereof for the purposes for which this lease is made, then this lease shall automatically cease and determine, and all rights and privileges granted to LESSEE hereunder shall be immediately terminated.

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7. Either party to this leave, LESSOR or LESSEE, may cancel the lease by giving sixty (60) days written notice to the other party. Notice to the LESSOR of such intention of cancellation shall be directed to the LESSOR at P. O. Box 987, Nacogdoches, Texas, and notice to the LESSEE shall bedirected to the Honorable Tom D. Mann , County Judge of Tyler County, Texas, or his successor in office, at Woodville, Texas.

8. All taxes on the land which may be or become due and payable on the above-described tract of land to the State of Texas and Tyler County and any other taxing unit of Tyler County in which the same or any part is located shall be paid by the LESSOR, but if any improvements are placed on the said land, all taxes on such improvements shall be assumed and pid by the LESSEE, if any such taxes are due.

9. LESSEE shall have the right to erect on the above-described premised suitable and appropriate signs, at its own cost and expense, designating the site as an historical site in Tyler County, Texas, and such other appropriate advertising information as deemed appropriate and expedient by the LESSEE, with the right to remove such property at the termination or cancellation of this lease within a reasonable time thereafter:

10. It is understood and agreed that as part of the consideration for this lease LESSEE will immediately clear up and improve the area involved under this lease, and has the right to remove any hazardous trees because of the condition which may prove disadvantageous to the LESSEE and the TYLER COUNTY HISTORICAL SOCIETY from exhibiting the same as a historical site, all of which such clearing and improvement costs shall be at the sole expense of LESSEE. LESSEE further agrees to handle the policing of the area so as to keep it clear and free from fire hazards which may occur thereon by the visiting of said premises by the general public, all of which policing costs shall be at the sole expense of LESSEE.

11. Both parties shall use all reasonable precautions to prevent fires on the lands covered by this lease, and to prevent the spread of any fire that may break out thereon. LESSEE agrees to furnish crews to suppress fires that occur on the above-described premises, and shall use all diligence and reasonable care in preventing the spread of any such fires occurring thereon.

12. It is further understood and agreed that this lease shall be subject to any and all existing liens, casements and rights-of-way and other encumbrances, either of record or on the ground, affecting the above-described premises.

13. This lease is made by the LESSOR without any warranty or representations as to title, conditions, adaptability or suitability of the premises above described to and for the purpose for which said property is leased.

IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals in duplicate originals the day and year first above written.

INTERNATIONAL PAPER COMPANY

WITNESSES:

A Star

agen LESSOR

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VOL

TYLER COUNTY, TEXAS

WITNESSES

BY County Judge of Tyler County, Tex

LESSEE ·

NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT

NOTICE is hereby given that Commissioners Court will hold it's Special meeting on <u>THURSDAY, APRIL 16</u> in the Commissioners Court room AGENDA APPROVE PAYING BILLS FROM AUDITORS OFFICE. 1. 2. TABLED BIDS ON BACK HOE. 3. TABLED BIDS ON MOTOR GRADER. TABLED AGREEMENT WITH STATE HIGHWAY DEPARTMENT. 4. 5. TABLED APPOINTMENT OF ELECTION JUDGE -- PCT.I. 6. TABLED REQUEST FROM VETERANS SERVICE OFFICER. 1. TABLED CONTRACT ON JAIL DOOR REPAIR. TABLED RESOLUTION 6736 CONCERNING COMMISSIONERS. 8. MEETING WITH INDEPENDENT AUDITOR CONCERNING RECEIVING RESTITUTION 9. IN THE COUNTY ATTORNEYS OFFICE. 10. acceptagreement with I. P. for eptension of Lease Allen Sturrock, County Judge Tyler County, Texas NO. _TIME: 1:10 APR 1 3 1981 GRACE BOSTICK, COUNTY CLERK COUNTY B١ 12.24 νĹ, J