

FILED FOR RECORD: 1-31- 1983 at 11:00 o'clock A M  
DULY RECORDED: 2-1- 1983 at 9:00 o'clock A M  
INSTRUMENT NO. \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLK.  
*Grace Bostick*

TYLER COUNTY COMMISSIONER'S COURT  
SPECIAL MEETING  
JANUARY 14, 1983

VOL C07 PAGE 709

A Special Meeting of the Commissioner's Court, met on Friday January 14, 1983 at 10:00 A.M. All members being present except Commissioner Riley. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to approve the monthly bills, as submitted by County Auditor Nichol. All voted yes and none no. Attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to accept the Bid of Etex Paper Co. of Lufkin, Texas. This was at the price of \$2.80 per Ream for the 8½ x 14, and \$2.35 per Ream for the 8½ x 11, all 20#. All voted yes and none no. See Bids attached.

A Senior Citizen, Mr. Brad Smith, gave a very interesting complementary talk, concerning Tyler County, and the officials, who have done a good job the past year, and looking forward, for the coming year.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to accept the Bid of Mustang Tractor & Equip. Co. for a used Caterpillar, for the amount of \$32,000.00. This is for Precinct No. IV. All voted yes and none no. See bid attached. This was a cash deal.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to accept the following list from the 1982 Grand-jury list, to serve on the Grievance Committee, for 1983. (1) Dr. James Jinnette, (2) Billy Hickman, (3) Gerald Gilder; Alternates follow: (1) Derrell Moore, (2) Jean Williford, (3) Ellis R. Frank. All voted yes and none no. Acceptance attached.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to table the Investigator Fund for the Sheriff's Office. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe for approval of a Surety Bond for Delores M. Wigley as Probation Bookkeeper for the District Judge. All voted yes and none no. See attached. voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to prepare a Resolution for approval from the Legislature to abolish the County Attorney's Office and also the District Attorney's Office and create a Criminal District Attorney for Tyler County. All voted yes and none no. See attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to accept the Bid of Motorola C&E, Inc. for 4 Walkie-talkie Radios; one for each Justice of Peace. The cost of \$3,376.00. All voted yes and none no. Bid attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to permit Probation Officers to purchase liability insurance to protect the county and probationers in the soon-to-be instituted public works program. This program will allow qualified probationers to work on road and cleanup crews, in order to work off assessed fines and jail time. Probation officers, Kenny Simpson and Randy Odom told the Court members that CIMA Insurance Co of Washington, D.C. would provide coverage, for a \$155.00 premium which would cover for up to 100 workers, for the entire year. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to approve of Tax-Assessor-Collector Barbara Tolbert to hire one Deputy for three months, to help with tax-collecting. All voted yes and none no.

There being no further business, the meeting adjourned.

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

ATTEST: *Grace Bostick* Grace Bostick, County Clerk



COMMISSIONER'S COURT OF January 14, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Federal Revenue Sharing FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
1599-a	DeepEast Texas Wrokers Comp.	Jan Permium-Solid Waste	\$ 104.65
1595-a	Sullivans	Pad Lock-Solid Waste	6.09
		<i>Tot.</i>	<i>110.74</i>

APPROVED THIS 14th day of Jan, 1978  
Allen [Signature]  
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED  
[Signature]  
COUNTY AUDITOR

COMMISSIONER'S COURT OF January 14, , 19783

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Probation FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	
<u>ADULT PROBATION</u>				
21427	Deep East Texas Workers Comp.	Permium for Jan	\$ 9.46	
21415	Rogers Office Supply	Office Supplies	24.50	
21416	Southwestern Bell	Telephone-Long Dist. Calls Only	44.46	
		<i>Tot.</i>	<i>78.42</i>	
21432	Clemmons Insurance Agency	Bonds-Wigley & Simpson	60.00	
		<i>Tot.</i>	<i>138.42</i>	
<u>JUVENILE PROBATION</u>				
21427	Deep East Texas Workers Comp.	Permium for Jan.	\$ 4.52	
21417	Gray-Way Printing	Printing- Office Supplies	198.00	
21415	Rogers Office Supply	Office Supplies	422.86	
21416	Southwestern Bell	Telephone-Long Dist. Calls Only	17.42	
		<i>Tot</i>	<i>642.80</i>	

APPROVED THIS 14th day of Jan. , 19783

COUNTY JUDGE *[Signature]*

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR *[Signature]*

COMMISSIONER'S COURT OF January 14, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge IV FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	C. All.
21427	Deep East Tex. Wrok. Comp.	Jan Permium	\$ 434.02	
21426	Fogle Equip. Co.	Parts	286.05	
21341	Freeman's	Culverts	267.32	
21336	Gulf States	Utilities @ Co. barn	26.73	
21334	J.E. Gardner Oil Co.	Fuel	1,331.86	
21338	Gulf Welding Supply Co.	Rent on Bottles	10.80	
21340	McInnis Hardware	Deisel-6.59, Parts-19.34, Spikes & Hardware-29.85	55.78	
21420	Southwestern Bell	Telephone @ Co. Barn	23.67	
21339	Spurger Gulf Station	Batteries	121.60	
21335	Tyler County Water Supply	Utilities @ Co. Barn	12.50	
21337	Woodville Auto Parts	Parts & Labor	197.80	
		Tot.	2,768.13	
21433	Clemmons Insurance Agency	Bond	106.50	
		Tot	2,874.63	


APPROVED THIS 14th day of Jan 1978  
*[Signature]*  
 COUNTY JUDGE

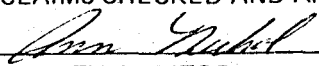
CLAIMS CHECKED AND APPROVED  
*[Signature]*  
 COUNTY AUDITOR

COMMISSIONER'S COURT OF January 14, 1978 Page 1 of 1

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

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allc
21323	Angelina Chev- Cadillac	Parts	\$ 132.77	
21328	Colmesneil Telephone Co.	Telephone @ co. Barn	87.91	
21427	Deep East Tex. Workers Comp.	Permium for Jan.	433.20	
21327	Freeman's	Culverts	953.70	
21330	Gulf States	Utilities @ co. Barn	124.00	
21326	Hensarlings Auto Service	Tire Repair	29.95	
21325	Jimmys Auto Parts	Parts	59.27	
21430	Martins Hardware	Supplies	36.74	
21322	Mustang Tractor	Parts	357.12	
21324	Woodville Auto Parts	Parts & Labor	293.60	
		<i>Tot.</i>	<i>2,508.26</i>	
21436	Barrett Mack Sales & Service	Filters	75.13	
21435	J.E. Gardner Oil Co.	Fuel	3,683.24	
21437	Triple S. Crushed Stone Corp.	Rock-46.48 Tons	464.80	
		<i>Tot.</i>	<i>6,731.43</i>	

APPROVED THIS 14th day of Jan, 1978  
  
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED  
  
 COUNTY AUDITOR

COMMISSIONER'S COURT OF January 14, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge II FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D Allc
21404	Chester Water Supply Corp.	Utilities @ Co. Barn	\$ 9.00	
21412	Conoco Inc.	Gasoline	44.57	
21427	Deep East Texas Workers Comp	Permium for Jan.	236.64	
21402	Durham Saw Co.	Repair to Saw	28.98	
21411	J.E. Gardner Oil Co.	Fuel	1,158.05	
21406	Gulf Welding Supply Co.	Rent on Bottles	7.20	
21405	Jasper Creosoting Co.	Lumber	1,803.00	
21403	Sam Houston Electric Coop. Inc.	Utilities @ co. barn	7.95	
		<i>Tot.</i>	3,295.39	
21434	Clemmons Insurance Agency	Bond	106.50	
		<i>Tot.</i>	3,401.89	

APPROVED THIS 14th day of Jan., 1978  
*[Signature]*  
 COUNTY JUDGE

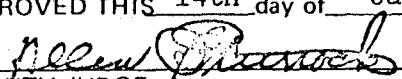
CLAIMS CHECKED AND APPROVED  
*[Signature]*  
 COUNTY AUDITOR

COMMISSIONER'S COURT OF January 14, , 197 83

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge I FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
21312	A & M Motor Co. Inc.	Parts	\$ 17.92	
21319	Geo. P. Bane, Inc.	Parts, Labor, & Mileage	2,872.00	
21427	Deep East Texas Workd's Comp.	Premium for Jan.	259.26	
21396	Deep East Tex. Council of Govnt.	Perparation for Grant Application	225.00	
21320	Freeman's	Culverts	1,369.06	
21314	Greenwood Exxon	Tire Repair	18.00	
21315	Gulf States Utilities Co.	Utilities @ Co. Barn	31.68	
21311	Jerry's Exxon Station	Repairs to Saw	17.25	
21317	Jackson Petroleum-Gulf	Fuel	949.62	
21310	Mustang Tractor	Blades & Filters	469.88	
21316	Seneca Water Supply Corp.	Utilities @ Co. Barn	8.50	
21372	South Magnolia Gro.	Ice	14.84	
21397	Sullivan's	Shovel & Ext. Cord	14.48	
21321	Tyler County Tractor Co. Inc.	Parts	10.14	
21318	Woodville Auto Parts	Parts & Labor	804.51	
		Tot.	7,082.14	

APPROVED THIS 14th day of Jan. , 19783  
  
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED  
  
 COUNTY AUDITOR



COMMISSIONER'S COURT OF January 14, , 197 83

VOL

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D All
21360	South Magnolia Gro.	Groceries for Prisoners-Sheriff	34.96	
21398	Sullivans	Misc. Supplies-Janitors	74.44	
21383	Shirley Powers, CSR, RPH	Transcription of Testimony re State VS Isac & State Vs Gaddus	159.00	
21380	State Bar of Texas	Criminal Pattern Jury Chg.-D.A.	41.75	
21348	Streets Termite & Pest Control	Exterminating Courthouse	100.00	
21346	Shepherds Linen Supply	Janitors Uniforms	36.75	
21351	Stafford-Lowdon Co.	Forms Jr I-18.64, D.Cl.-177.85	196.49	
21416	Southwestern Bell	Probation Phone-Serv.Chg. Only	76.98	
21419	Southwestern Bell	Telephone-Aud-45.93, Age-33.18		
		D.Jud-46.74, D.Cl.-70.19, Airport-7.93, P&W-24.52, Vet.Serv-27.07, C.Jud-120.73, Tax Off-115.97, Treas-65.86, Exten-92.62, D.A.-124.75, JPI-75.39, JP2-22.73, JP4-56.86, C.Cl-96.69, C.A.-60.95, Fire Dept-37.91, Sheriff-366.94		
		DPS-79.92	1,572.88	
21347	The Univ. of Tex. Med. Branch	Gas to Hosp.-K.Chaddick-Con.Cit.	15.00	
21352	Tyler Uniforms Co. Inc.	Uniforms-Pct.#2 Constable	98.15	
21353	Turners Radiator	Parts & Labor-Sheriff Vehicle	108.76	
21371	Tex. Law Book Publishers Inc.	Update Service-Co. Atty.	63.00	
21428	Tex. Assoc. of Co. Auditors	Assoc. Dues	45.00	
21373	Tyler County Booster	Public Notices	43.68	
21422	wal-Mart	Sheriff Dept.- Paint-145.26-Jail Film-145.90, Smoke Alarm-23.92	315.08	

APPROVED THIS 14th day of Jan. , 197 83

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
21361	Woodville Auto Parts, Inc.	Parts & Labor-Sheriff Vehicle	189.39
21375	Xerox Corp.	Maint. Contract-Co. Clerk-216.00 Copy Machine-Co. Clerk-760.39	
		Copy Machine-D. Clerk-315.00	1,291.39
21431	Clemmons Insuarncce Agency	Bonds-D.Cl-319.50, C.Jud-106.50,	
		JP2-106.50, JP3-106.50, Cl. Clerk-106.50, Const. Pct. I-55.50	801.00
		<i>Tot</i>	<b>15,381.96</b>

APPROVED THIS 14th day of Jan., 197 **83**

*Gene ...*  
COUNTY JUDGE

CLAIMS CHECKED AND APPROVE

*Gene ...*  
COUNTY AUDITOR

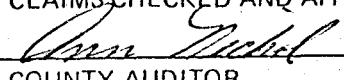
COMMISSIONER'S COURT OF January 14, 1978Page 2 of 4CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEX.

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
21363	John Q. Gilchrist, M.D.	Employees-Sheriff Dept. Physical for Cain & Hadnot	30.00
21413	Gulf States	Utilities-Sheirff Tower	102.96
21394	Hensarling's Auto Service	Repair to Mini-Bus	9.00
21333	Hartgraphics Inc.	Tax Off-38.69, C.Cl-173.50, Dist. Clerk-57.76-Printed forms	269.95
21400	Info. Gude on Co. Government	Subscription-Auditor	45.00
21354	Jackson Petroleum-Gulf	Gas-Sheriff Dept.	1,074.08
21390	Jarrots Pharmacy	Sheriff Dept. RX-Prisoners-72.00, Film-11.56	83.56
21389	Mr. & Mrs. Wayne Lee	Mary & Thomas Lorenz Foster Child Care-Windy Winn	682.00
21401	Lufkin Typewriter	Ribbon-11.00-Sheriff C.Cl-7.50 Ball elements-55.00-Auditor	73.50
21366	Mobil Oil Credit Corp.	Gas-Sheriff Dept.	22.78
21376	3M	Maint Agreement-Co. Clerk	555.00
21345	Natkin	Boiler Repair	556.36
21387	Ogden Texaco Station	Align-Sheriff Vehicle	40.00
21343	Office Supply Center	C.Jud-6.93, JPI-19.95-Off.Supp.	26.88
21332	Phillips Heating & Aircond.	Airprot-wind Stock Light-380.79 Tax Off-Repair Aircond-363.03	743.82
21399	Pitney Bowes Inc.	& Scale Service Contract-Mailing Mach.	245.00
21414	Rogers Office supply	D.A.-42.05, C.A.-125.00, DPS-14.60 Sheriff-59.60, V.A. Off-18.83, Exten-2.95, D.Cl-13.80, Tax Off-78.10, C.Cl.-74.95,	802.93
21313	Sam Houston Electric	Utilities @ Airport	167.88

APPROVED THIS 14th day of Jan., 1978

  
COUNTY JUDGE

CLAIMS CHECKED AND APPROVE


  
COUNTY AUDITOR

COMMISSIONER'S COURT OF January 14, , 197 83

Page 1 of 4

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
21395	Allison Ins. Agency	Bond-Constable Pct. #3	\$ 30.00	
21370	Steve Annis	Court Reporter-State VS Cain Perdiem & Travel-Co. Court	344.40	
21382	Amway-Addie Begg	See Spray-Janitors Supplies	57.00	
21367	Big Thicket Communications	Radio Maint-Sheriff Dept.	203.25	
21362	Bob's Prescription Shop	Photos-Sheriff Dept.	59.35	
21344	Consolidated Marketing Inc.	Janitors Supplies	126.69	
21365	Conoco Inc.	Gas-Sheriff Dept.	140.24	
21342	City of Woodville	Utilites-Ageing Dept.-98.92 Utilities-Courthouse-905.28	1,004.20	
21386	Colmesneil Telephone Co.	Telephnone-JP# 3	14.64	
21388	County Treas. Assoc. of Tex.	Assoc. Dues-Co. Treasurer	10.00	
21391	Collins Paint	Paint-Repairs to Bldg.	25.80	
21393	Coffee System of Houston	Coffee-Sherifr Dept.	50.00	
21368	Colliers Ins. Agency	Bond-Tax Office Position-126.00 Bond-State & County-Tolbert-355.50 Bond-Auditor-Nichol-30.00 Blanket Bond-Co. Clerk-102.00 Bond Co. Atty.-70.00	684.50	
21350	Clemmons Ins. Agency	Bond-JP#1-55.50, Bond-JP#4-106.50, Notary Bond-I.Lyon-Sheriff -48.00	210.00	
21427	Deep East Tex. Work. Comp.	Jan Permium	574.24	
21364	Diamond Shamrock	Gasoline-Sheriff Dept.	39.67	
21392	Eastex Medical Lab.	Autopsy-on Jones-JP#3	600.00	
21369	Goodyear Auto Service Center	Tires-Sheriff Dept.	231.08	
21331	Globe-Mann Ins. Agency	Bond-Co. Treasurer	177.50	

APPROVED THIS 14th day of Jan. , 197 83

Allen [Signature]  
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

[Signature]  
COUNTY AUDITOR

NOTICE TO BIDDERS

VOL 007 PAGE 721

Sealed bids addressed to the County of Tyler, for the following:

400 Reams 8½ x 14 White 20#	2.80/ream Ream
200 Reams 8½ x 11 White 20#	2.35/ream Ream

CMI / LUFKIN  
ETEX PAPER CO.  
P.O. BOX 1847  
LUFKIN, TX 75901

Prices include delivery to Woodville.

will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/noon on Monday, 10 day of January, 1983 at which time and place all bids received shall be opened and read.

Further information and details are available in the office of the County Clerk, County of Tyler, Texas. The County of Tyler reserves the right to reject any or all bids and to waive informalities.

GRACE BOSTICK  
County Clerk  
Tyler County, Texas.

DENNIS MILLER/SALES REP.  
CMI/LUFKIN  
ETEX PAPER CO.  
P. O. BOX 1847  
LUFKIN, TX 75901 632-7703

Dennis Miller

12/20/82

Phone 632-7703

SOLD  
TO

Tyler County

P.O. BOX 666  
WOODVILLE, TEXAS 75979  
PHONE 713-283-7328



DATE

Dec 22, 1982

CONTACT Buddy Fewox

400 REAMS 8 1/2" X 14" WHITE 20#  
200 REAMS 8 1/2" X 11" WHITE 20#

TOTAL BID \$1,820.00

VOL 007 PAGE 723

NOTICE TO BIDDERS

VOL 007 PAGE 725

Sealed bids addressed to the County of Tyler, for the following:

- 400 Reams 8½ x 14 White 20# \* 3.06 per ream
- 200 Reams 8½ x 11 White 20# \* 2.51 per ream

\* Price quoted as  
Job Reamers, FOAS

will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/~~pm~~ on Monday, 10 day of January, 1983 at which time and place all bids received shall be opened and read.

Further information and details are available in the office of the County Clerk, County of Tyler, Texas. The County of Tyler reserves the right to reject any or all bids and to waive informalities.

GRACE BOSTICK  
County Clerk  
Tyler County, Texas.

ARBOR Co  
Box 2888  
Beaumont, TX  
P. Dawn BRMER  
12-27-82

County of Tyler

Woodville, Texas

FROM

STORY-WRIGHT

PRINTING AND OFFICE SUPPLY CO., INC.  
P O Box 1343 222 Shepherd (713) 632-7727  
LUFKIN, TEXAS 75901

SUBJECT

Bid on Paper

VOL

007 PAGE 727

DATE

12-20-82

MESSAGE:

8 1/2 x 14 white # 20 43.40 per case (10 reams)

8 1/2 x 11 white # 20 34.10 per case (10 reams)

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO

SIGNED

REPLY

DATE

SIGNED

*Gene Shooker*

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-858-3

RETURN TO ORIGINATOR



12/27/82

VOL 007 PAGE 729

Grace Bostick  
County Clerk  
Tyler County, Texas

SEALED BID FOR PAPER FOR TYLER COUNTY.

400 Reams of 8½ x 14 white 20# ..... 3.65rm  
200 Reams of 8½ x 11 white 20# ..... 2.95rm

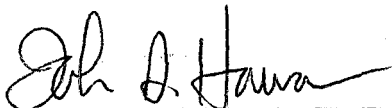
TOTAL BID

400 x 3.65 = \$ 1460.00

200 x 2.95 = \$ 590.00

\$ 2050.00

F.O.B. - Tyler County Court House - Woodville Texas



OFFICE DEVELOPMENT SYSTEMS INC.



# Mustang

**TRACTOR & EQUIPMENT CO.**

HOUSTON, TEXAS 77040 12800 Northwest Freeway (713) 460-2000

BEAUMONT, TEXAS 77706  
7990 Eastex Freeway  
(713) 892-8412EL CAMPO, TEXAS 77437  
Highway 71 (North)  
(713) 543-3389LUFKIN, TEXAS 75901  
Highway 69 (S.E.)  
(713) 639-5551BRYAN, TEXAS 77801  
3605 S. College St.  
(713) 846-7761

## QUOTATION

VOL 007 PAGE 731

TO  
Tyler County Pct. 4  
Woodville, Texas 75979

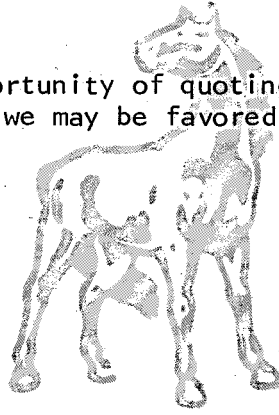
QUOTATION NO. S83-7

DATE January 12, 1983

CUSTOMER INQUIRY NO.

Gentlemen:

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

QUAN.	DESCRIPTION	UNIT PRICE	EXTENSION
1	<p>We are pleased to submit the following for your consideration:</p> <p>Used Caterpillar 120 motor grader, 1973 model, S/N 13U895, as per your specifications. Also includes 6 cylinder diesel engine with 125 horsepower, power shift transmission, ROPS canopy, 12' moldboard with sideshift, front wheel lean, 14:00 x 24 12 ply tires, direct electric start.</p> <p>Price</p> <p>We appreciate the opportunity of quoting on your equipment requirements and hope we may be favored with your order.</p> 		\$32,000.00
APPLICABLE WARRANTY(S):		PRICES ARE F.O.B.: Tyler County, Texas	

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

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

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

MUSTANG TRACTOR &amp; EQUIPMENT COMPANY

By Jim Lindsay Area Manager  
(TITLE)

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Security Interest.** If the product(s) is not paid for in full in cash at the time of delivery, Mustang will retain and Customer hereby grants to Mustang a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or 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 attorney-in-fact to execute any such financing statement or security agreement in the place and stead of Customer. In the event Customer fails to execute any such financing statement or security agreement upon request by Mustang, the entire balance of the purchase price shall at Mustang's option become due and payable and Mustang shall have all remedies available to it provided for and set out in the Uniform Commercial Code. Customer also agrees to execute and deliver to Mustang any notes or other evidences of indebtedness that may be required by Mustang. However, any note taken herewith shall be evidence of Customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s). LATE OR DEFERRED PAYMENT SHALL BEAR INTEREST AT THE HIGHEST CONTRACT RATE PERMITTED BY LAW.

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

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

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

**8. Place of Payment, Venue.** In consideration of the sale of the product(s) by Mustang, Customer agrees to pay Mustang for such product(s) at Mustang's principal office in Houston, Harris County, Texas.

**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.

**12. Cancellation.** In the event Seller consents in writing to cancellation, Buyer shall pay Seller, at Seller's option, the following as liquidated damages:

- Invoice price of all goods which have been identified to the contract, whether such goods have been delivered to Buyer or not.
- Actual costs incurred by Seller for goods not completed which are allocable to the balance of the contract, including the cost of discharging Seller's liabilities which are so applicable and the costs of materials on hand which were acquired or produced in connection with partially finished work and materials.
- A reasonable allowance for profit in connection with goods called for under the contract, but with respect to which production has not yet begun at the time of cancellation.
- Reasonable costs incurred by Seller, including accountants' and attorneys' fees, if any, in making any termination settlement hereunder.

# Tyler County

WOODVILLE, TEXAS

ALLEN STURROCK  
County Judge  
Woodville, Texas 75979

January 14, 1983

VOL 007 PAGE 733

James S. Jinnette  
105 N. Pecan St.  
Woodville, Texas


Dear Dr. Jinnette,

The Tyler County Commissioners Court in accordance with the law, has selected a Grevience Committee to serve for the year 1983. You have been chosen to serve on this Committee.

Enclosed you will find a copy of the law stating the duties of this Committee and the method of selection that was followed.

It is our hope that you will serve on this Committee. Please indicate by signing your name in the space provided below if you will accept or reject serving on the Committee and return it to us at your earliest convenience.

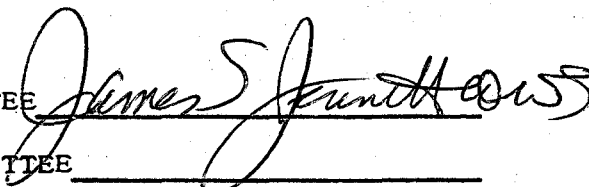
Sincerely,

  
Allen Sturrock  
County Judge

AS/jm

I WILL SERVE ON THE GREVIENCE COMMITTEE

I CANNOT SERVE ON THE GREVIENCE COMMITTEE



# Tyler County

WOODVILLE, TEXAS

ALLEN STURROCK  
County Judge  
Woodville, Texas 75979

January 14, 1983

VOL 007 PAGE 734

Billy Hickman  
Rt.1, Box 232  
Chester, Texas 75936


Dear Mr. Hickman,

The Tyler County Commissioners Court in accordance with the law, has selected a Grievance Committee to serve for the year 1983. You have been chosen to serve on this Committee.

Enclosed you will find a copy of the law stating the duties of this Committee and the method of selection that was followed.

It is our hope that you will serve on this Committee. Please indicate by signing your name in the space provided below if you will accept or reject serving on the Committee and return it to us at your earliest convenience.

Sincerely,

  
Allen Starrock  
County Judge

AS/jm

I WILL SERVE ON THE GREIVENCE COMMITTEE 

I CANNOT SERVE ON THE GREIVENCE COMMITTEE \_\_\_\_\_

# Tyler County

WOODVILLE, TEXAS

ALLEN STURROCK  
County Judge  
Woodville, Texas 75979

January 14, 1983

VOL 007 PAGE 735

Gerald Gilder  
P.O. Box 281  
Colmesneil, Texas 75938

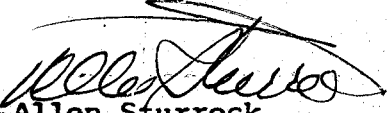
Dear Mr. Gilder,

The Tyler County Commissioners Court in accordance with the law, has selected a Greivence Committee to serve for the year 1983. You have been chosen to serve on this Committee.

Enclosed you will find a copy of the law stating the duties of this Committee and the method of selection that was followed.

It is our hope that you will serve on this Committee. Please indicate by signing your name in the space provided below if you will accept or reject serving on the Committee and return it to us at your earliest convenience.

Sincerely,

  
Allen Sturrock  
County Judge

AS/jm

I WILL SERVE ON THE GREIVENCE COMMITTEE

Gerald Gilder

I CANNOT SERVE ON THE GREIVENCE COMMITTEE \_\_\_\_\_

Texas

# WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • ST. LOUIS • DALLAS  
PALO ALTO • VALLEY FORGE

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Tyler } SS

VOL 007 PAGE 736

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 42-OFF-65408

That we, Delores M. Wigley, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto District Judge, his successors in office,

in the sum of Five Thousand and no/100 \* \* \* \* \* (\$ 5,000.00 ) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of January, 1983.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 1983, duly Appointed (Elected-Appointed) to the office of Probation Bookkeeper for a term of 1 year beginning the 1st day of January 1983 and ending the 31st day of December 1983, in and for Tyler County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"For the faithful performance of this duties."

then this obligation to be void, otherwise to remain in full force and effect.

Delores M. Wigley Principal  
WESTERN SURETY COMPANY  
By B. J. Muhlhaag Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

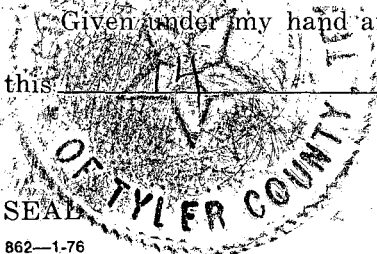
THE STATE OF TEXAS

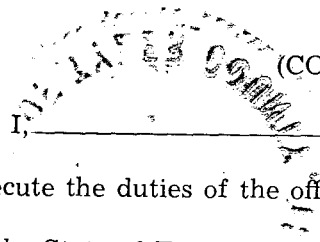
County of Tyler } SS

Before me, Wracl Bostick on this day, personally appeared Delores M. Wigley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas,

this 14th day of Jan, 1983  
Wracl Bostick Co Clk  
Tyler County, Texas.





I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

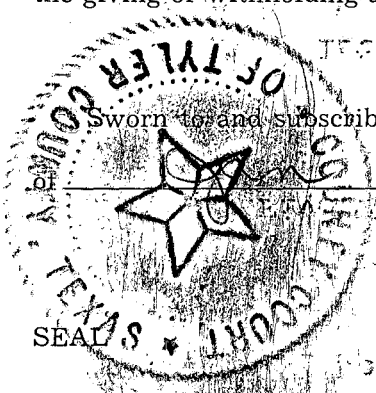
SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

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

Signed Delores M. Wigley

Sworn to and subscribed before me at Woodville, Texas, this 14 day of Jan, 1933



Wesley B. Beck  
Tyler County, Texas

THE STATE OF TEXAS }  
County of Tyler } ss

The foregoing bond of Delores M. Wigley as Bookkeeper in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST  
Wesley B. Beck Clerk  
County Court Tyler County

Date Jan 14, 1933  
Wesley B. Beck County Judge,  
Tyler County, Texas

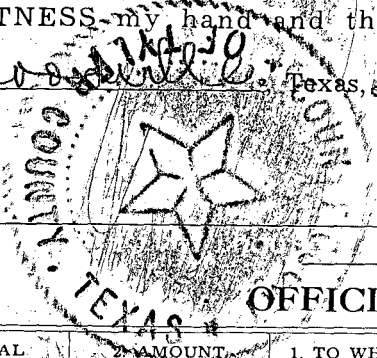


County of Tyler } ss

I, Wraal Bastick, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 14 day of Jan, 1983, with its certificates of authentication, was filed for record in my office the Jan day of Jan, 1983, at 11:00 o'clock A M., and duly recorded the Jan day of Jan, 1983, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Woodsboro, Texas, the day and year last above written.

By Wraal Bastick Clerk  
Tyler Deputy County Court \_\_\_\_\_ County



**OFFICIAL BOND REQUIREMENTS**

OFFICIAL	AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	\$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*\$1,000.- 10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*\$2,000.- 10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	\$5,000. & up	District Judge(s)	District Judge(s)	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	\$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	\$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*\$500.- 10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*\$1,000.- 10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	†\$5,000.- 30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (State Bond)	10% of State Tax in County not to exceed \$50,000.	Governor	Commissioner's Court & Comptroller	7247	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for and during the full term for which he was elected or appointed."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed \$50,000.	County Judge	Commissioner's Court	7249	"Same as State Bond."
County Commissioners	\$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	\$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	\$500.- 1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."
Public Weigher	*\$2,500.- 5,000.	County Judge	Commissioner's Court	5688 and 5998	"Upon the faithful and impartial performance of the duties of his office."

\*Sum to be fixed by the Commissioners Court within the limits prescribed by law.  
 †In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.  
 3. If precinct insert the number.  
 4. Conditions.

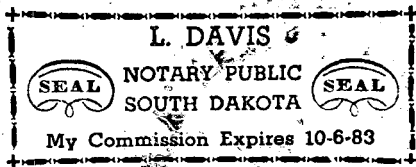
ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

THE STATE OF SOUTH DAKOTA }  
County of Minnehaha }

SS

VOL 007 PAGE 739

On this 27th day of December, 1978, before me, a Notary Public, personally appeared B. J. Mehlhaff, known to me to be the person whose name is subscribed to the foregoing instrument as the aforesaid officer of the WESTERN SURETY COMPANY, and that said instrument was signed in behalf of said corporation by authority of its By-Laws, or of a resolution of its Board of Directors, and that as such officer he acknowledged to me that he executed the same for the purposes and consideration therein expressed.



*L. Davis*

Notary Public, Minnehaha County, South Dakota

WESTERN SURETY COMPANY  
One of America's Oldest Bonding Companies  
CHICAGO, ILL. 60601  
PALO ALTO, CALIF. 94301  
MINNEAPOLIS, MINN. 55402

OFFICIAL  
BOND AND OATH

On Behalf of

Principal

Official Title

Texas

Filed the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Clerk \_\_\_\_\_

County Court \_\_\_\_\_ County, Texas

## TYLER COUNTY CRIMINAL DISTRICT ATTORNEY

(a) The constitutional office of criminal district attorney of Tyler County is created.

(b) The criminal district attorney shall possess all the qualifications, take the oath of office, and give the bond required of district attorneys by the constitution and general laws of this state. The criminal district attorney shall reside in Tyler County during his term of office.

(c) It is the duty of the criminal district attorney or his assistants to be in attendance on each term and all sessions of the district courts in Tyler County and all sessions and terms of the inferior courts of Tyler County held for the transaction of criminal business and exclusively to represent the State of Texas in all criminal matters pending before those courts and perform such other duties as may be conferred by law on the district and county attorneys in the various counties and judicial districts of this state. The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by district and county attorneys of this state.

(d) The criminal district attorney shall be commissioned by the governor and shall receive an annual salary from the state, to be paid by the comptroller of public accounts in equal monthly installments, in an amount equal to the amount paid district attorneys by the state, as appropriated by the legislature. In addition, the commissioners court may, in its discretion, supplement the salary paid by the state.

(e) The criminal district attorney may appoint the staff required for the proper and efficient operation and administration of the office, as provided by general law.

(f) On the effective date of this Act, the Governor shall appoint a criminal district attorney of Tyler County, who shall hold office until the next general election and until a successor is elected and has qualified. At the general election in 1984 and every four years thereafter, this officer shall be elected to a regular four-year term as provided by Article XVI, Section 65, of the Texas Constitution. A vacancy occurring in the office of the criminal district attorney of Tyler County shall be filled by appointment by the governor, and the appointee shall hold office until the next general election and until a successor is elected and has qualified.

(g) The office of county attorney of Tyler County is abolished.

(h) From and after the effective date of this Act, the district attorney of the 88th Judicial District shall continue to fulfill the duties of the district attorney in the county of Hardin, but his duties in the County of Tyler are divested from him and invested in the criminal district attorney of Tyler County. From and after the effective date of this Act, the district attorney of the 88th Judicial District shall be elected only from the county of Hardin.

(i) That the acting county attorney of Tyler County shall hereby serve as the acting criminal district attorney of Tyler County until the next general election in 1984.

(j) The newly created criminal district attorney of Tyler County is hereby permitted to actively engage in the private practice of law.



**MOTOROLA** Communications and Electronics Inc.

Address Reply to:

**MOTOROLA C&E, INC.**  
Attention: KEITH DENBY  
P. O. Drawer 899  
HUNTINGTON, TX. 75949

VOL 007 PAGE 741

January 5, 1983

County of Tyler  
Office of the County Clerk  
County Courthouse  
Woodville, Texas 75979



**MOTOROLA** Communications and Electronics Inc.

Keith Denby  
Account Executive - Government Markets Division  
P.O. Drawer 899, Huntington, Texas 75949  
(713) 639-1804 HOME PHONE: 713 - 876 - 5741

Dear Ms. Bostick:

Motorola Communications and Electronics, Inc. is pleased to provide the attached bid for four portable radios for Tyler County Justices of the Peace per your specifications. Motorola's total bid price for these four units is \$3,376.00.

Motorola's bid response includes an equipment list with description, model numbers and bid price, requested terms and conditions, commercial warranty sheet, and technical brochures.

If there is any need for additional information, please let me know. Thank you for this opportunity to bid.

Respectfully yours,  
Motorola Communications and  
Electronics, Inc.

*Keith Denby*  
Keith Denby, Account Executive  
Government Markets Division

KD:pd



EQUIPMENT LIST AND BID PRICE FOR PORTABLE RADIOS  
FOR TYLER COUNTY JUSTICES OF THE PEACE

<u>ITEM#</u>	<u>QUANTITY</u>	<u>MODEL NUMBER AND DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	4	H33LCB3144-N/H501/H521/H202/ NLN7646 5 watt 4 channel VHF Motorola HT440 portable radio with PRIVATE-LINE, heliflex antenna, urethane carrying case with t-strap, three channels installed, one hour rapid rate battery, and one hour rapid rate desktop battery charger.	\$844.00	\$3,376.00

SUBTOTAL	\$3,376.00
TAX	EXEMPT
FREIGHT	F.O.B. <u>DESTINATION</u>
TOTAL	\$3,376.00



REQUESTED TERMS AND CONDITIONS

- A. Pricing  
Prices quoted are valid for 30 days from January 10, 1983.
- B. Payment Terms  
Payment terms requested are net 30 days items as shipped.
- C. Freight  
Equipment will ship F.O.B. destination to Woodville, Texas.
- D. Delivery  
Delivery will be within 40 days of receipt of written purchase order or other valid authorization at Motorola's Houston Area Sales Office.
- e. Warranty  
Motorola's Standard Commercial Warranty is attached.

# Commercial Warranty

(STANDARD)

Motorola radio communications products are warranted to be free from defects in material and workmanship for a period of ONE (1) YEAR, except for crystal devices and channel elements which are warranted for a period of ten (10) years, from the date of shipment. Parts, including crystals and channel elements, will be replaced free of charge for the full warranty period but the labor to replace defective parts within the original shipped products plus travel costs for work on non-movable installed equipment will only be provided for One Hundred Twenty (120) days from the date of shipment. After said 120 days, Buyer must pay for the labor involved in repairing the product or replacing the parts at the prevailing rates together with any travel or transportation charges to or from the place where warranty service is provided. This express warranty is extended by Motorola Communications and Electronics, Inc., 1301 E. Algonquin Road, Schaumburg, Illinois 60196, to the original buyer only, and only to those purchasing for purpose of leasing or solely for commercial, industrial, or governmental use.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

In the event of a defect, malfunction or failure to conform to specifications established by Seller, or if appropriate, to specifications accepted by Seller in writing, during the applicable periods stated above, Seller, at its option, will either repair or replace the product or refund the purchase price thereof, and such action on the part of Seller shall be the full extent of Seller's liability hereunder, and Buyer's exclusive remedy. This warranty shall automatically terminate if:

- a. the product is used in other than its normal and customary manner;
- b. the product has been subject to misuse, accident, neglect or damage;
- c. improper alterations or repairs have been made, or if nonconforming parts are used in the product unless done by a service facility authorized by Seller to perform warranty service.

This warranty extends only to individual products; frequency sensitive components, towers, vidicon tubes, test equipment, and batteries are excluded but carry their own separate limited warranty. Because each radio system is unique, Seller disclaims liability for range, coverage, or operation of the system as a whole under this warranty except by a separate written agreement signed by an officer of Seller.

Non-Motorola manufactured products are excluded from this warranty (unless bearing a Motorola Part Number in the form of an "alpha-numeric number"; i.e. TDE6030B) but such products are subject to the warranty provided by their manufacturers, a copy of which will be supplied to Buyer on specific written request.

Any claim for breach of this warranty shall be waived unless Buyer notifies Seller's salesperson or Seller at the above address, Attention: Quality Assurance Department, within the applicable warranty period.

This warranty applies only within the 50 United States.

Revised date: 5/1/81  
RO-O-10A  
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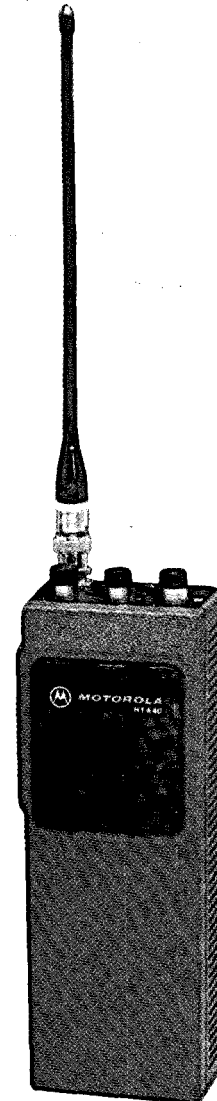
*Communications and Electronics Inc.*



**MOTOROLA**

# "HT440" Series "HANDIE-TALKIE" FM Portable Radio

136-174 MHz, 5 or 2 Watts  
403-430 MHz, 440-512 MHz, 4 or 1 Watts



## FEATURES:

- Up to Four Frequency Operation
- Rugged Construction
- PRIVATE-LINE and DIGITAL PRIVATE-LINE Coded Squelch
- Choice of Power Levels
- Variety of Accessories
- Basic or Universal Models
- Factory Mutual Approval



# "HT440" Series "HANDIE-TALKIE" FM Radio

## Performance Specifications

### General

<b>Model Series:</b>	H23LCB, H23LCU, H33LCB, H33LCU	H24LCB, H24LCU, H34LCB, H34LCU	
<b>Frequency:</b>	136-174 MHz	403-430 MHz, 440-512 MHz	
<b>Power Supply:</b>	One rechargeable nickel-cadmium, alkaline, or mercury battery		
<b>Dimensions: less antenna &amp; knobs H x W x D in inches:</b>	7.26x2.7x1.95 (181.5x67.5x48.75mm)	7.26x2.7x1.95 (181.5x67.5x48.75mm)	
<b>Weight (ounces)</b>		<b>Low Power (H24)</b>	<b>High Power (H34)</b>
<b>Ni-Cd Battery:</b>	25.2 oz. (700 g)	24.0 oz. (672 g)	25.2 oz. (706 g)
<b>Mercury Battery:</b>	27.2 oz. (762 g)	26 oz. (728 g)	27.0 oz. (762 g)
<b>Alkaline Battery:</b>	27.2 oz. (762 g)	26 oz. (728 g)	27.0 oz. (762 g)
<b>Battery Life (hours)</b>		8 hours*	
<b>Ni-Cd Battery:</b>	< 8 hours**	40 Hrs**	
<b>Mercury Battery:</b>	40 Hrs**	30 Hrs***	
<b>Alkaline Battery:</b>	30 Hrs***		
<b>Sealing:</b>	O-ring designed to withstand rain testing per Mil Std 810C, Method 506.1, Proc II		
<b>Shock &amp; Vibration:</b>	Impact resistant polycarbonate housing compliant with EIA RS-316 B		
<b>Dust &amp; Humidity:</b>	Weather resistant polycarbonate housing compliant with EIA RS-316 B		

\*Low Power 10-10-80 duty cycle  
High Power 5-5-90 duty cycle

\*\*Low power and high power  
\*\*\*Low power only

Transmitter	VHF <sub>1</sub> (High Band)		UHF	
	<b>RF Output</b> Ni-Cd @ 12.5V: Mercury @ 11.5V: Alkaline:	5w 3.0w NA	2w 1.25w 1.25w	4w 2.5w NA
<b>Frequency Separation:</b> <b>Allowable Separation:</b>	1 MHz No Degradation to 4.0 MHz with reduced specs		6 MHz No Degradation to 8.0 MHz with reduced specs	
<b>Frequency Stability</b> -30° to +60° C: 25° C ref	±.0005%		±.0005%	
<b>Modulation:</b>	16F3		16F3	
<b>Spurious &amp; Harmonics:</b>	-53 dB		-53 dB	
<b>FM Noise:</b>	-50 dB		-50 dB	
<b>Audio Response:</b> (from a 6 dB/octave pre-emphasis; 300 to 3000 Hz)	+1, -3 dB		+1, -3 dB	
<b>Audio Distortion:</b> (@ 1000 Hz, 60% rated max. deviation)	5%		5%	
<b>FCC Designation:</b> Low Power High Power	AZ489FT3623 AZ489FT3624		AZ489FT4608 AZ489FT4609	

Receiver	VHF (High Band)	UHF
	<b>Channel Spacing:</b>	30 kHz/*
<b>Modulation Acceptance:</b>	7.0 kHz	7.5 kHz
<b>Frequency Separation:</b> <b>Allowable Separation:</b>	1 MHz No Degradation 3 MHz w/deg.	1 MHz No Degradation 4 MHz w/deg.
<b>Sensitivity</b> 20 dB Quieting: 12 dB SINAD: Squelch:	35 μV 25 μV 18 μV	50 μV 35 μV 25 μV
<b>Selectivity:</b> (EIA SINAD)	-80 dB	-70 dB
<b>Intermodulation:</b>	-70 dB	-65 dB
<b>Frequency Stability:</b> -30° to +60° C; 25° C ref	±.0010%	±.0007%
<b>Spurious &amp; Image Rejection:</b>	-70 dB	-60 dB
<b>Audio Output:</b> (@ less than 5% dist.)	500 mW	500 mW
<b>EIA Useable Bandwidth:</b>	5.0 kHz min	5.0 kHz min
<b>Low Power</b> <b>High Power</b>	AZ489FT3623 AZ489FT3624	AZ489FT4608 AZ489FT4609

\*For International 25kHz channel spacing, selectivity is - 75dB



### Support Services

Wherever Motorola sells, our product is backed by service. In the U.S., we have 900 authorized or company-owned stations. In addition, our products are serviced throughout the world by a wide network of company or authorized independent distributor service organizations.



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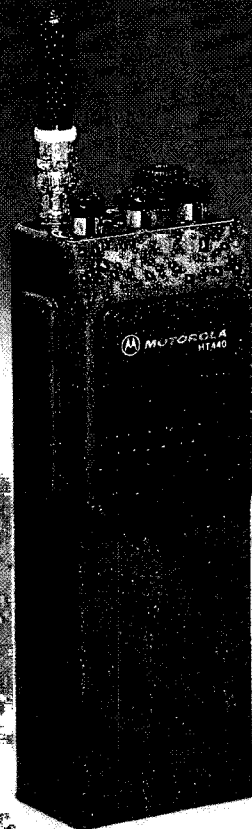
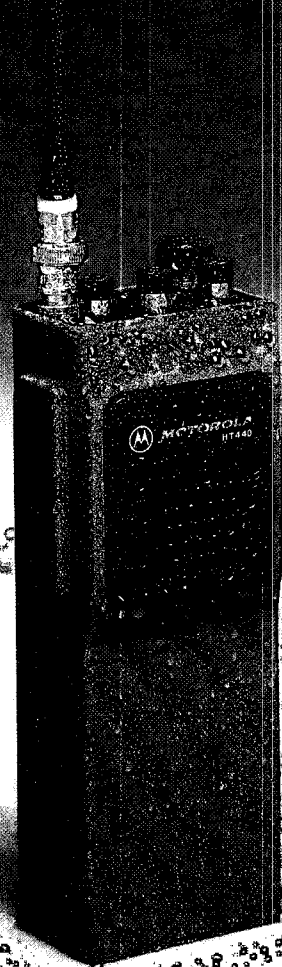
A Subsidiary of Motorola, Inc.  
1301 East Algonquin Rd., Schaumburg, Illinois 60196  
(312) 397-1000

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**MOTOROLA**

# "HT440" SERIES "HANDIE-TALKIE" FM RADIO





**MOTOROLA**

# "HT440" SERIES "HANDIE-TALKIE" FM RADIO

Motorola's 50 years of technological expertise and know-how have resulted in another highly reliable choice for you—the HT440 portable radio.

This portable radio is a rugged and dependable performer. It's built for the user who demands cost effective and efficient portable two-way FM radio communications.

Available in both VHF and UHF, these radios provide 2 and 5 watts of RF power output in VHF, and 1 and 4 watts of RF power output in UHF. For operational convenience, the universal model can be used with or without an external speaker/microphone. This optional accessory permits both transmission and reception without removing the radio from the carrying case.

The Motorola HT440 Portable Radio housings are constructed of rugged polycarbonate to insure maximum protection even when exposed to adverse conditions. Control knobs are made of urethane assuring easy grip and are not susceptible to slipping. The radio will either meet or exceed all EIA RS316 mechanical specifications. In fact, the HT440 Portable Radio will meet Mil Spec 810C, Method 506.1, Procedure II for rain. The use of radial side-loaded o-ring gaskets for sealing covers and controls make this the first portable radio able to specify a military standard. This new technology has also improved drop test performance.

## CHOICE OF MODELS

Choose the basic model for handheld operation only, or the universal series for multi-function capability. The universal model has both the push-to-talk switch for handheld operation and a universal connector for use with an external speaker/microphone.

## MULTI-FREQUENCY CAPABILITY

Up to four channel operation is available. This allows for growth of your system from one-frequency operation to a multi-frequency system.

## "DIGITAL PRIVATE-LINE" CODED SQUELCH

A unique 80 code squelch system that utilizes modular solid-state integrated circuitry. With 80 codes to choose from, code duplication is minimized assuring the effectiveness of your system for years to come.

## "PRIVATE-LINE" CODED SQUELCH

The Industry standard, 28 tone squelch codes. Tone coded squelch option minimizes reception of messages from other radio systems on your channel which do not have your tone frequency. Operator fatigue is reduced, and missed or misunderstood messages are minimized.

## TIME-OUT-TIMER

Transmission is limited to a 60 second duration. The transmission automatically reverts to standby and an audible alert tone is emitted to signal this condition to the operator.

Once the channel is clear, the operator can again key-up for the next transmission. The time-out-timer prevents inadvertent and prolonged transmitter keying which ties up a repeater or a channel for all co-channel users.

## CHOICE OF BATTERIES

Economical operation is provided by a variety of battery choices. The radio can operate from a single rechargeable nickel-cadmium battery—select either the standard 16 hour charge or the rapid 1 hour charge battery. For extended use away from a centralized facility, the disposable mercury or alkaline battery can be utilized.

## BATTERY CHARGERS

Single unit chargers are available with one or sixteen hour charge rates. These units will charge either the complete radio or the battery alone.

## INTRINSICALLY SAFE OPTION (Factory Mutual Approval)

When ordered with appropriate Factory Mutual approval option numbers (H753), or (H758), the HT440 portable radio is intrinsically safe for use in Class I & II, Division 1 & 2, Groups D, F & G atmospheres. Portable communications are essential to the safety and efficiency of many industrial and petroleum/chemical activities. Radios ordered with either of these options afford the user communications in hazardous atmospheres.



### Support Services

Wherever Motorola sells, our product is backed by service. In the U.S., we have 800 authorized or company-owned stations. In addition, our products are serviced throughout the world by a wide network of company or authorized independent distributor service organizations.



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