

FILED FOR RECORD: 1-30 19 84 at 9:00 o'clock A M.
DULY RECORDED: 1-31 19 84 at 9:00 o'clock A M.
INSTRUMENT NO. _____ GRACE BOSTICK TYLER CO. CLK.
BY: Jean Phillips Deputy
JEAN PHILLIPS

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
JANUARY 13, 1984----10:00 A. M.

VOL 008 PAGE 853

A Special Meeting of the Commissioner's Court met on Friday, January 13, 1984, at 10:00 A. M. All members being present. The meeting was opened with prayer by Rev. Jesse Adams.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to accept the quarterly reports for the Senior Center, the Mini-Bus, and the Woodville Clinic Schedule, as submitted by Rev. Jesse Adams, Chairman, Committee on Aging for Tyler County. All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve paying the monthly bills, as submitted by County Auditor Ann Nichol; also the bills from Goodyear for the Sheriff's Department and Pct. #4, pending arrival of necessary invoices. All voted yes and none no. See Attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to approve the yearly reports from the County Clerk's Office and Justice of the Peace #1 Office, as submitted by County Clerk Grace Bostick and Justice of the Peace #1 Wanda Brasher. All voted yes and none no. See Attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to approve the Official Bond for James R. Jordan, newly appointed Commissioner of Pct. #4. All voted yes and none no. See Attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to approve the County Extension Service's Monthly Report, as submitted by the County Extension Service. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve the Monthly Report from the County Treasurer's Office, as submitted by County Treasurer Austin Fuller. All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Jordan to approve the Knapp Ford Co. bid for two (2) automobiles for the Sheriff's Department, as the lowest bid received. Bids received are as listed below:

Knapp Ford Sales, Inc.-----\$21,687.28
Allison Chevrolet, Inc.----- 22,700.00

The two Automobiles will be paid for by one (1) Time Warrant from Citizens State Bank in the amount of \$8982.28, with Tyler County issuing a check in the amount of \$12705.00 to cover the cost of \$21,687.28 for both cars. Old Vehicles that are being replaced will be sold at a later date, with money received from buyers to be paid on the above mentioned time warrant. All voted yes and none no. See Attached.

A motion was made by Commissioner Jordan and seconded by Commissioner Mahan to approve changing the Polling place of Box 15, Pct. 4, from Fred Elementary School to the Fred Lions Hall and Fire Station, as requested by Election Judge Amos Hutto, pending approval by the Federal Justice Department within sixty (60) days. This request was made because of the conflict of holding an election at the same time school is in session. All voted yes and none no. See Attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Jordan to approve amendments to Tyler County's 1984 Budget, as submitted by County Auditor Ann Nichol. The amendments were requested by District Clerk Patricia Brown for the District Clerk's Office in order to hire one (1) new employee, (\$8355.00); and to cover the cost of transcripts by the different Court reporters (\$5000.00) representing the 88th District Court and 1-A District Court. All voted yes and none no. See Attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to approve the one (1) bid received from The Decorative Image, Jasper, Texas for placing new Mini-blinds in the District Courtroom, District Clerk's office, (both East and West Offices) and the Jury Room. The Bid received was listed below:

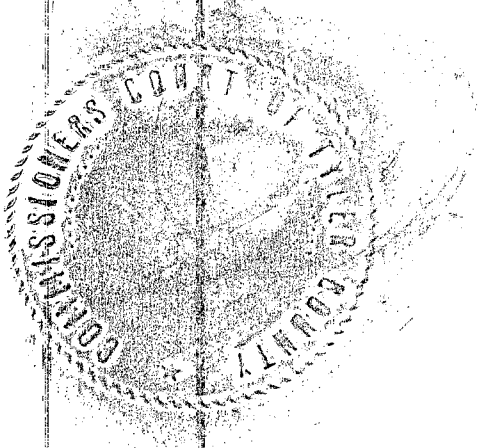
The Decorative Image-----\$2231.00

All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Jordan to table discussing the matter of Probation office equipment with Probation Officer Randy Odom until a later date. 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
James R. Jordan James R. Jordan, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk



NOTICE OF TIME AND PLACE OF MEETING

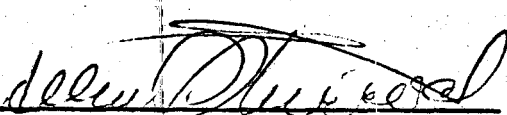
COMMISSIONERS COURT
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's
Special meeting on FRIDAY, JANUARY 13 19 84 at 10:00 A.M.
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

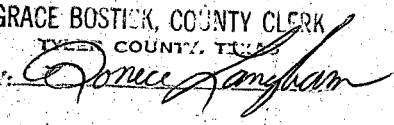
1. APPROVE PAYING BILLS FROM AUDITORS OFFICE.
2. ACCEPT YEARLY REPORT FROM COUNTY CLERK AND J.P., PCT. I.
3. APPROVE BOND FOR JAMES R. JORDAN, COMMISSIONER, PCT. IV.
4. ACCEPT COUNTY EXTENSION MONTHLY REPORT.
5. ACCEPT COUNTY TREASURERS MONTHLY REPORT.
6. CONSIDER OPENED BIDS ON SHERIFFS CAR.
7. CHANGE POLLING PLACE IN PCT. IV, VOTING BOX 15, FROM FRED
ELEMENTARY TO LIONS HALL AND FIRE STATION.
8. BUDGET AMENDMENT FOR DISTRICT CLERKS OFFICE.
9. CONSIDER PROPOSAL ON SHADES FOR DISTRICT COURTROOM.
10. REPORT FROM REV. ADAMS.
11. RANDY ODOM ON PROBATION OFFICE EQUIPMENT.


Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 8:45 ^{AM} PM

JAN 10 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: 



LEON FOWLER
Sheriff of Tyler County
106 Courthouse
Woodville, Texas 75979
713/283-2172

B. J. VARDEMAN
Chief Deputy-County Investigator
106 Courthouse
Woodville, Texas 75979
713/283-2172

JANUARY 12, 1984

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HONORABLE ALLEN STURROCK
COUNTY JUDGE
TYLER COUNTY, TEXAS

RE: PATROL VEHICLES

THE SHERIFF'S OFFICE IS ASKING YOU AND THE COMMISSIONERS COURT TO ACCEPT THE BID SUBMITTED BY KNAPP FORD FOR THE PURCHASE OF TWO 1984 FORD POLICE PACKAGE VEHICLES. LISTED BELOW IS THE REASON FOR OUR RECOMMENDATION:

FORD: OUT RIGHT PURCHASE PRICE FOR TWO (2) UNITS \$21,687.28

CHEVROLET: OUT RIGHT PURCHASE PRICE FOR TWO (2) UNITS \$22,700.00

DIFFERENCE OF \$1,012.72

FORD: LEASE TWO YEARS, TWO UNITS \$23,811.05

CHEVROLET: LEASE TWO YEARS, TWO UNITS \$24,150.00

DIFFERENCE OF \$338.95

WE ARE REQUESTING THE COMMISSIONERS COURT TO SECURE A TIME WARRANT FROM THE CITIZENS STATE BANK FOR ~~\$8,982.28~~ THE TOTAL SAVINGS REPRESENTED BY THE ABOVE REQUEST IS APPROXIMATELY \$2,500.00. THIS DOES NOT INCLUDE THE TWO CARS THAT WILL BE PUT UP FOR BID AFTER THE PURCHASE OF THE NEW VEHICLES.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Leon Fowler".

LEON FOWLER, SHERIFF

COMMITTEE ON AGING REPORT FOR 1983

The Committee on Aging will never be what it once was due to rules changing the qualifications requirements for membership, and their function in relation to the corporation which operates the nutrition program and controls the use of the entire facility. Now no one can hold office in the committee while also being a director on the operating corporation--namely, Tyler County Aging Services, Incorporation. Also is required that the membership be more representative of all parts of the county geographically and of the citizen expanded to include the younger members of our society.

This reorganization was made necessary not only for the Committee of Aging but also for the Corporation. The Committee on Aging is meeting quarterly and also serve as an advisory body to the Corporation which operates the services in cooperation with contract for the Nutrition Program from our Senior Center: They include our lunch program which operates five days a week and provides hot lunches to some sixty two participants a day and provides from six to eight home delivered meals per serving day. This is under Title III C Contract with Deep East Texas Council of Governments. Senior citizens are given opportunities to take painting lessons, do quilting, take exercises, and play such games as dominoes, "42" and "84", etc.

There also is a nursing program which offers blood pressure checks, diabetes screening, checks for tuberculosis and venereal disease, as well as, clinics in family planning and immunization of children for measles and other childhood diseases---then there are educational clinics for all ages.

This building also houses Title III B Programs which include information and Referral, Outreach, Transportation with its attendant Escort Service. Space is also provided Tri-County programs of food distribution and energy conservation and assistance with utility bills.

Some twenty workers are housed within these walls including three nurses, two clerks, one doctor, two bus drivers and their escorts, two cooks, one site manager, and one manager along another clerk, one art teacher, to name some paid employees.

RSVP enrolls some ten or more volunteer workers and we are proud to recognize some of them for their faithful service to their fellow participants: Grace Adams who registers and takes the reservation for participants; Leila Sturrock who stands in for Grace and also serves at the drinks table; Margurite Pate who acts as MC in the absence of the project director and also acts as greeter of new comers and calls on different persons to say grace before meals are served. Others to whom we are indebted for helping that deserve special mention include Ann Johnson, Rusty Ryman, Inez Swearingen, and Mildred Parker.

We are grateful to Linda Harrison and Clinton Currie for their assistance throughout the year. And express our thanks to all who have in anyway made a contribution to the program during this year.

Respectfully submitted,

Jesse A. Adams

Chairman, Committee on Aging for Tyler County
Jesse Adams

FIRST QUARTER REPORT FOR FISCAL YEAR 1984,
OCTOBER, NOVEMBER AND DECEMBER 1983

SENIOR CENTER, WOODVILLE, TEXAS

NUMBER OF CONGREGATE MEALS SERVED

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1298 FOR OCTOBER, INCLUDES	3	GUESTS,	3	HANDICAPPED,	1292	ELDERLY.
1061 FOR NOVEMBER	"	2	"	, 0	"	, 1059
981 FOR DECEMBER,	"	5	"	, 0	"	, 976
<hr/>		<hr/>		<hr/>		<hr/>
3340		10		3		3327

NUMBER OF UNDUPLICATED ELDERLY PERSONS (III-C ONLY) 339
38 (11.2%) BLACK : 301 (88.8%) WHITE

TOTAL NUMBER OF MEALS, 94 HOME DELIVERED MEALS INCLUDED:
OCTOBER 1,323
NOVEMBER 1,081
DECEMBER 1,030

REIMBURSABLE MONTHLY COSTS

RAW FOOD USED (USDA).....	\$ 2,888.24	OCT.	\$3,303.21
DONATED FOOD USED.....	186.12		
RENT, UTILITIES, JANITORIAL SERVICES.....	633.58	NOV.	2,901.86
PAID STAFF, FOOD RELATED.....	3,626.09		
VOLUNTEER STAFF, FOOD RELATED.....	349.83	DEC.	3,149.06
REPAIRS OF EQUIPMENT.....	107.32		
ADMINISTRATION COSTS.....	1,604.78		\$9,354.13

PARTICIPANT CONTRIBUTIONS RECEIVED..... \$3,724.63

HOME DELIVERED FOOD.....ESTIMATED PROGRAM COSTS & CONTRIBUTIONS.

USDA CASH USED.....	\$ 80.70
CONSUMABLES/DISPOSABLES.....	8.07
RENT/UTILITIES/JANITOR SERV.....	19.44
PAID STAFF (FOOD RELATED ESSENTIAL)	110.91
ADMINISTRATION COSTS.....	61.25
PARTICIPANTS CONTRIBUTIONS.....	\$ 113.83

TOTAL ALL CONTRIBUTIONS..... \$3,938.46

- (1) MEAL COSTS TOTAL.....\$ 2,720.89 monthly
8,440.91 year to date
BUDGET: \$21,074.00
BALANCE: 15,602.03
- (2) PROJECT MANAGEMENT.....\$ 428.17 monthly
913.22 year to date
BUDGET \$12,955.00
BALANCE: 12,041.78

QUARTERLY REPORT FOR THE
 TYLER COUNTY AGING SERVICES, MINI-BUS, INFORMATION & REFERRAL
 OFFICE

VOL 008 PAGE 858

STATISTICS

OCTOBER 1983

				<u>NEW CLIENTS</u>
LOCAL RESOURCES	\$ 717.36	OUTREACH	768	(637)
FEDERAL RESOURCES	1,809.00	INFORMATION	667	(595)
TITLE III B	877.32	REFERRAL	541	(514)
		TRANSPORTATION	288	(78)
		TELEPHONE REASSURANCE	304	(302)

SERVED 599 BLACK (26%) WHITE 1,706 (74%)
 VOLUNTEERS OVER 60....44 CONTRIBUTING 365 HRS.

NOVEMBER 1983

LOCAL RESOURCES	\$ 751.52	OUTREACH	509	(456)
FEDERAL RESOURCES	1,715.20	INFORMATION	588	(472)
TITLE III B	1,614.29	REFERRAL	615	(485)
		TRANSPORTATION	225	(8)
		TELEPHONE REASSURANCE	261	(64)

SERVED 368 BLACK (25%) WHITE 1,080 (75%)

DECEMBER 1983

LOCAL RESOURCES	\$ 751.52	OUTREACH	379	(346)
FEDERAL RESOURCES	1,755.40	INFORMATION	466	(363)
TITLE III B	1,047.66	REFERRAL	379	(343)
		TRANSPORTATION	258	(14)
		TELEPHONE REASSURANCE	347	(48)

SERVED 125 BLACK (16%) WHITE 646 (84%)

VOLUNTEER HOURS 234

- *LOCAL RESOURCES COME FROM THE COUNTY
- *FEDERAL RESOURCES COME FROM THE S.T.E.P. PROGRAM
- *TITLE III B FUNDS ADMINSTRATED BY D.E.T.C.O.G.

WOODVILLE CLINIC SCHEDULE

First Wednesday	Family Planning Clinic	2:00-4:00
First Wednesday	Child Health Nurse Clinic	9:00-12:00
First Thursday	Child Health Medical "	9:00-11:00
	And	12:00-2:00
Second Monday	Family Planning Nurse Clinic..	9:00-12:00
	And	1:00-3:00
Second Tuesday	Spurger Satelite Nurse Clinic	9:30-1:00
Second Thursday	TB Nurse Clinic.....	1:00-5:00
Third Monday	Family Planning	9:00-12:00
	And	1:00-5:00
Third Tuesday	Immunization Clinic	9:00-11:30
	And	1:00-3:30
Third Wednesday	Child Health Nurse Clinic	9:00-12:00
	And	1:00-3:00
Third Thursday	Family Planning	9:00-12:00
	And	1:00- 5:00
Fourth Tuesday	Family Planning Medical	2:00-6:00
Fourth Thursday	Maternity Clinic	9:00-11:30
	And	1:00-4:00

BLOOD CHECK DAILY; DIABETIC SCREENING DAILY

A PROGRAM ON HEALTH WILL BE PRESENTED EVERY MONTH ON THE 3RD. FRIDAY.

COMMISSIONER'S COURT OF January 13, 1978

Page 1 of 8

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

VOL 008 PAGE 860

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
25117	Freemans Hardware	Culverts	\$1005.84	
25116	Jasper Ford Tractor & Equipment	Parts	326.15	
25115	A-Z Auto Discount	Parts	16.56	
25114	Durham Electric	Parts	37.00	
25111	Knapp Ford Sales	Parts	28.20	
25099	Jerrys Exxon Station	Parts	24.45	
25112	Jo-Be Equipment	Parts	46.30	
25110	S. Magnolia Drive Inn Grocery	Ice	17.63	
25084	Deep East Texas Workers Comp.	Jan. Workers Comp	315.32	
25086	County Judges & Commissioners Association	1984 Annual Dues	25.00	
			1842.45	

APPROVED THIS 13 day of Jan, 1978
[Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

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

VOL **008** PAGE **861**

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
25145	Chester Water Supply	County Barn Utilities	\$ 9.00	
25144	Durham Electric Co.	Parts	23.50	
25143	George P. Bane	Parts	13.75	
25130	Sullivans Hardware	Hardware	13.32	
25141	Gulf Welding Supply	Oxygen	7.20	
25086	Co. Judges & Comm. Association	1984 Annual Dues	25.00	
25084	Deep East Tex. Workers Comp.	Jan. Workers Comp.	245.77	
			<u>337.54</u>	

APPROVED THIS 13 day of Jan, 19784
[Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

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

VOL **008** PAGE **862**

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
03	Allison Chevrolet	Parts	\$ 57.62	
00	Bill Bailey	1 Used Door for Chev. Truck	25.00	
98	Hensarlings Auto Service	Parts	3.50	
97	Owens Exxon	Tire Repair	35.00	
96	A&M Motor Company	Repairs to 81 Pick Up	34.00	
95	Jerrys Exxon Station	Parts	44.35	
93	Crews Services	Repairs to Equipment	17.50	
92	A-Z Discount Auto Parts	Parts	40.16	
91	Martins True Value	Hardware	41.18	
90	Colmesneil Telephone Co.	Telephone	64.43	
89	Triple S Crushed Stone Corp.	51.92 tons crushed rock	519.20	
88	Mustang Tractor & Equipment	Repairs to Equipment	3162.39	
87	Shelby LP Gas Company	Propane	25.00	
84	Deep East Tex. Workers Comp.	Jan. Premium	385.10	
86	Co. Jud. & Comm. Association	1984 Association Dues	25.00	
			<u>4479.43</u>	

APPROVED THIS 13 day of Jan, 1984

Debra J. Brooks
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

Ann Michel
COUNTY AUDITOR

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

VOL 008 PAGE 863

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
5140	Azrock Industries, Inc.	Flex-Mix	\$2813.97	
5139	Gulf Welding Supply Co.	Oxygen	18.00	
5150	Tyler County Water Supply	County Barn Utilities	12.50	
5106	Clemmons Insurance Agency	Bond - Jordan	30.00	
5086	Co. Judges & Comm. Association	1984 Association Dues	25.00	
5084	Deep East Tex. Workers Comp.	January Premium	454.65	
			<u>3354.12</u>	

APPROVED THIS 13 day of Jan 1978
Allen [Signature]
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
Ann [Signature]
COUNTY AUDITOR

Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid
	<u>REVENUE SHARING SOLID WASTE</u>				
a	Durham Electric Co.	Parts	\$134.00		
-a	Deep East Tex. Workers Comp.	Jan. Premium	112.93		
				246.93	
	<u>JUVENILE PROBATION</u>				
4	Deep East Tex. Workers Comp.	Jan. Premium	7.60		
				7.60	
	<u>COUNTY-WIDE RIGHT-OF-WAY</u>				
8	G. Wayne Stephenson S.R.P.A.	Appraisal of 1.579 acres Condemnation Suit	450.00		
7	Kenneth George Real Estate	Commissioners Fee on Suit	100.00		
6	L.B. Herring	" "	100.00		
				650.00	

APPROVED THIS 13 day of Jan, 1984
Allen [Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
Ann Michel
 COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
25151	Sargent-Sowell	Lights & Siren for Vehicle	\$1401.00	
25161	Turners Radiator & Custom Exh.	Transfer Lights & Screen	40.00	
25082	The Torque Shop	Repairs to Vehicles	48.00	
25083	Big Thicket Communications	Jan. Radio Maintenance	203.25	
25105	Diamond Shamrock	Gas	15.33	
25155	Bobs Prescription Shop	RX for Prisoner Redmon \$6.35		
		Photos - \$48.50	54.85	
25149	Wal-Mart	Film - \$109.74		
		Coffee-Maker \$7.28	117.02	
25158	John Kinney, Atty.	Court Apptd. Atty/J. McCoy	2506.07	
25159	James A. Clark, Atty.	" /J. Johnson	1389.99	
25157	Edna LaBove, C.S.R.	Transcript & Copies of McCoy Trial	1305.00	
25126	S.D. Power	Mileage /Court Repr. 1-A Jud.	449.50	
25154	Xerox Corporation	Supplies for Copy Machine	80.00	
25108	Woodsman Publishing Co.	Advertising re Sheriffs Car	14.82	
25124	Tyler County Booster	Notice of CDBG for Pct I \$26.46		
		Grievance Hearing 2-83 \$14.07	40.53	
25123	Colmesneil Telephone Co.	Telephone	20.34	
25102	Collier Insurance Agency	Bonds for Ray & Wailes	70.00	
25120	Information Guide on Co. Govt.	Subscription Dues/Up Date	60.00	
25122	E.H. Brandin	Repair old typewriter	24.50	
25107	Pitney Bowes	Service Contract on Postage Mach & Scales	245.00	

APPROVED THIS 13 day of Jan, 1978
Allen D. [Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
25094	Western Data Services	Mach Lease & 84 Tax Roll	1177.60	
25125	Mrs. Duvall Mixon	Care for Mary & Thomas Lorenz	465.00	
25156	City of Woodville	Utilities	81.28	
25137	The University of Texas	Transportation to Galveston/Jones	15.00	
25136	Brookshires	RX for K. Tubbs	28.72	
25127	Streets Pest Control	Exterminating Courthouse	75.00	
25160	Collins Paint & Decorating	Painting Jail	38.22	
25135	Tex. Dept. of Labor & Standards	Boiler Inspection	10.00	
25131	City of Woodville	Utilities/Courthouse	1295.56	
25138	Consolidated Marketing	Restroom Supplies	133.39	
25132	Shepherds Linen Supply	Janitors Uniforms	37.10	
25128	Sullivans Hardware	Janitors Supplies	70.81	
25129	National Airport Equipment	Beacon Lamp & Lens	176.70	
25162	Southwestern Bell Telephone	D. Judge 42.14; D. Clerk 70.19 P&W 30.63; Sheriff 377.39; Treas 53.22; Ageing 40.57; Auditor 79.50; DPS 91.91 C. Clerk 80.91; Extension 95.39 J.P. I 103.46; Veterans 25.38 Tax Off. 91.85; Airport 14.83	1197.37	

APPROVED THIS 13 day of Jan, 1984
Allen D. [Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
25086	County Judges & Comm Assoc.	1984 Dues (Pro-Rata Share)	\$25.00	
25084	Deep East Tex. Workers Comp.	Jan. Premium	714.96	
25109	Stafford Lowdon Co.	Co. Clerk 356.78		
		D. Clerk (36.35)	320.43	
			<u>13947.34</u>	

APPROVED THIS 13 day of Jan, 19784
Allen [Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
Ann Nichol [Signature]
 COUNTY AUDITOR

REPORT OF FEES EARNED AND COLLECTIONS MADE

BY GRACE BOSTICK, COUNTY CLERK

For The Benefit of The Officer's Salary Fund of Tyler County,
for the Month of December Year of 1983, ~~1982~~.

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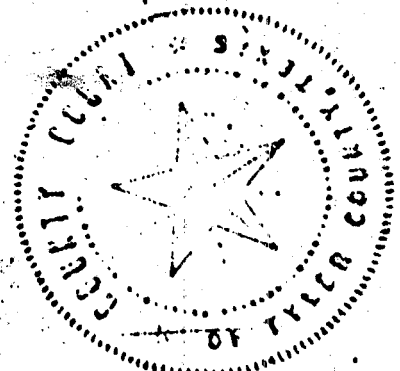
EXPLANATION	EARNED	TRUST
Recordings	45,557.63	
Financing Statements	6,725.25	
Certified Copies	23,873.85	
Marriage License	1,335.00	
Criminal Fines	78,564.72	
Clerk's Fees and Court Cost	15,844.00	
C.J. Tax (292 Cases @ \$10.00)(2 @ \$5.00)	2,930.00	
C.V.C. Fund	2,910.00	
LEO & SEF	278.00	
Processing Fees	115.00	
Civil	241.00	
Probate	5,305.89	
Library Fees	565.00	
Sheriff's Fees	722.00	
Judge's Fees	590.25	
Mental Fees	100.00	
Search Fees	743.50	
Marks and Brands	125.00	
TRUST		1,242.02
Attorney's Fee	25.00	
TOTAL	\$ 186,551.09	\$ 187,793.11

Subscribed and sworn to before me on the 30th day of December, 1983.

Grace Bostick
GRACE BOSTICK,
Tyler County Clerk

Check to Co. Treasurer 180,433.09
C.J. Tax 2,930.00
C.V.C. Fund 2,910.00
LEO & SEF 278.00

TOTAL \$ 186,551.09



Marie Lilly

	TOTALS	CO. SHARE OF FINES	P & W	R.R.C.	CIVIL FEES	STATE COST	STATE COURT COST	MISC.
JANUARY	8565.00	6587.00	255.00	127.00	7.00	1315.00	263.00	-0-
FEBRUARY	8933.00	7322.00	-0-	-0-	3.00	1340.00	268.00	-0-
MARCH	11,679.50	9555.50	-0-	-0-	-0-	1770.00	354.00	-0-
APRIL	9713.00	7819.35	143.65	-0-	64.00	1405.00	281.00	-0-
MAY	8226.00	6779.00	-0-	-0-	7.00	1200.00	240.00	
JUNE	8399.50	6808.50	-0-	-0-	63.00	1175.00	235.00	118.00 (Gambling money Confiscated)
JULY	8757.00	7170.25	29.75	-0-	61.00	1195.00	239.00	62.00 (Overpayment)
AUGUST	9755.50	7973.50	-0-	-0-	40.00	1435.00	287.00	20.00 (to other Const for Civil Process)
SEPTEMBER	11,128.00	9506.50	42.50	-0-	53.00	1260.00	252.00	140.00 (Overpayment)
OCTOBER	9259.50	7675.50	289.00	-0-	23.00	1060.00	212.00	
NOVEMBER	11,498.00	9033.75	1007.25	-0-	42.00	1160.00	232.00	23.00 (Overpayment)
DECEMBER	7774.00	5858.05	804.95	-0-	43.00	890.00	178.00	
TOTALS	113,688.00	92,099.90	2572.10	127.00	406.00	15,205.00	3041.00	237.00

NO. CASES DISPOSED OF	3961
NO. CASES FILED	4062
NO. INQUESTS	20
CIVIL CASES FILED	35
SMALL CLAIMS CASES FILED	35

Wanda Brasher
 WANDA BRASHER, JUSTICE OF THE PEACE, PCT. #1
 TYLER COUNTY - FOR YEAR OF 1983

Texas

WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

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

OFFICIAL BOND AND OATH VOL 008 PAGE 870

THE STATE OF TEXAS

County of Tyler } ss

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 42-OFF- 67322

That we, James R. Jordan, 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' County Treasurer, his successors in office, in the sum of Three Thousand and no/100 * * * * * (\$ 3,000.00) 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 29th day of December, 1983.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 29th day of December, 1983, duly Appointed to the office of County Commissioner for a term of 1 year (Elected-Appointed) beginning the 1st day of January 1984 and ending the 31st day of Dec. 1984, 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 the duties of his office, that he will pay over to his county all money 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."

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

James R. Jordan Principal

WESTERN SURETY COMPANY

By B. J. Mehlhag Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Tyler } ss

Before me, GRACE BOSTICK on this day, personally appeared James R. Jordan, 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 30th day of December, 1983.

Grace Bostick
Grace Bostick, Tyler County Clerk
Tyler County, Texas

SEAL
862-1-76

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, James R. Jordan, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Commissioner of Precinct #4 of Tyler County, 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 James R. Jordan
James R. Jordan

Sworn to and subscribed before me at Woodville, Texas, this 30th day of December, 19 83.

Allen Sturrock
Allen Sturrock, County Judge
Tyler County, Texas

SEAL

OATH OF OFFICE
(General)

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. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19 ____.

SEAL

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of James R. Jordan as County Commissioner, Pct. #4 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:
Grace Bostick Clerk
GRACE BOSTICK
County Court Tyler County.

Date _____, 19 ____
Allen Sturrock County Judge,
ALLEN STURROCK
Tyler County, Texas

I, GRACE BOSTICK, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 30th day of December, 1983, with its certificates of authentication, was filed for record in my office the 13th day of January, 1984, at 10:00 o'clock A M., and duly recorded the 31st day of January, 1984, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume 9, on page 167.

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

GRACE BOSTICK Clerk

By Jean Phillips Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. 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.

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ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

THE STATE OF SOUTH DAKOTA }
County of Minnehaha } SS

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
SOUTH DAKOTA
My Commission Expires 10-6-83

L. Davis
Notary Public, Minnehaha County, South Dakota

INSTRUCTIONS TO COUNTY CLERK: Complete this form only when a vacancy is filled by the county or district judge. Article 2341, V.A.C.S. provides for the county judge to fill the vacancy in the office of commissioner by a suitable person living in the precinct where such vacancy occurs until the next general election or the end of the term as may be appropriate.

Where a vacancy occurs in the office of district clerk, Article 1895, V.A.C.S. provides for the district judge to fill the vacancy until the next general election or the end of the term as may be appropriate. Where a vacancy occurs in a county having two or more district courts, the vacancy is to be filled by the judges of such courts. If they fail to agree, the governor, upon certificate of such judges, orders a special election to fill the vacancy until the next general election or the end of the term as may be appropriate.

Mail one copy of this form to: SECRETARY OF STATE, ELECTIONS DIVISION, Post Office Box 12887, Capitol Station, Austin, Texas 78711 together with the \$2.00 statutory fee required by Article 3914 V.A.S.C. A commission and identification card will be issued to the appointee. (Article 8.43, V.T.E.C.)

CERTIFICATE OF APPOINTMENT TO FILL VACANCY IN OFFICE OF COUNTY COMMISSIONER OR DISTRICT CLERK

STATE OF TEXAS 0
COUNTY OF TYLER 0

I, GRACE BOSTICK, County Clerk in and for the above named county, HEREBY CERTIFY that the oath and bond of James Robert Jordan (Name of appointee)

P.O. Box 309 (Residence address) Spurger, Texas 77660 (City, State, and Zip Code)

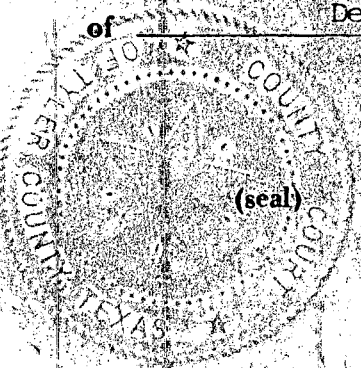
who was appointed to the office of County Commissioner of Precinct #4 of Tyler County (Office title)

Precinct #4 (Precinct No., when applicable) until the next general election or the end of the term as

may be appropriate were filed in my office and in the Bond and Deputation records on the 30th day of December, 19 83.

Grace Bostick COUNTY CLERK GRACE BOSTICK

By: _____



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COUNTY TREASURER'S REPORT
FOR THE PERIOD ENDING

Dec. 1983

COUNTY TREASURER

AUSTIN FULLER

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

VOL 008 PAGE 876

Month Of Dec 1983

FUND	Cash On Hand	Receipts Present Month	Transfers In (Out)	Disbursements.	Cash On Hand	Certificates of Deposit	Available Resources
General	(44536.56)	295394.35	(75548.50)	542482.93	(367173.64)	400000.00	32826.36
Solid Waste	4656.38		(4656.38)		.00		
Tyler County Auto Report	5665.07	35962.16	(12874.14)	30247.06	(1493.97)	18736.05	17242.08
Library	14132.16	150.00		509.41	13773.35		13773.35
Capital Improvements	8379.08	80627.68	80000.00	4257.96	164748.80		164748.80
& B # 1	1688.75	65882.03	5155.96	27305.14	45421.60		45421.60
& B # 2	3528.49	77945.09	4104.29	14196.13	71381.74		71381.74
& B # 3	2994.00	39844.51	5733.98	37650.76	10921.73		10921.73
& B # 4	1456.78	91222.24	5195.53	17655.49	80219.06		80219.06
County Attorney Check Fees	100.38	265.00		284.25	81.13		81.13
District Attorney Check Fees	978.37				978.37		978.37
General R & B # 2		9039.84	(9039.84)		.00		
Adult Probation	2568.31	44519.58	(287.00)	6251.15	40549.74		40549.74
Juvenile Probation	(1092.89)	8224.26	2400.00	2590.50	6940.87		6940.87
County Wide ROW	1409.78	40370.79		25431.80	16348.77		16348.77
State Cost #1	8246.60	2150.00			10396.60		10396.60
State Cost #2	880.50	381.00			1261.50		1261.50
State CVC	216.50	315.00	(16.00)	304.00	211.50		211.50
Totals For All Funds	11272.30	792461.43	.00	709166.58	94567.15	418736.05	513303.20
Bank Statement Balance	147621.97						
Less Outstanding Checks	53054.82						
Total Cash In Bank					94567.15		

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

VOL 008 PAGE 877

Month Of Dec. 1983

FUND	Cash on Hand	Deposit	Disbursement	Cash on Hand	Available Resources
Federal Revenue Sharing Acct. # 003-420					
Federal Revenue Sharing Totals	38541.07	40000.00	50992.80	55194.98	34338.89 74338.89
Bank Statement Balance	42913.77				
Less Outstanding Checks				8574.88	
Total Cash In Bank					34338.89

Austin Fuller
County Treasurer

Austin Fuller

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds
 Month Of Dec. 1983

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FUND	Cash On Hand	DEPOSITS	DRAWN		Cash On Hand		Beginning Bank Balance
Tyler County Payroll			43224.86				
General			3357.25				
Rev. Share			1562.61				
Adult Probation			3357.25				
Juvenile Probation			1421.90				
County Attorney Check Fee			209.65				
R & B # 1			6031.69				
R & B # 2			4793.29				
R & B # 3			7118.26				
R & B # 4			7528.88				
Social Security			13772.18				
W.H. Tax			10709.40				
Insurance			3007.82				
Credit Union			640.00				
Retirement			13246.48				
TOTAL							
Bank Statement Balance	31220.19		31058.16		162.03		
Less Outstanding Check							
TOTAL Cash In Bank							

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Month Of _____

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DEPARTMENT	Due-Dates	Bank-Balance	Purchases	Payments	Balance
Indebtedness:					
R & B # 1-Mustang Tractor Grader	4-25-84				56,660.80
R & B # 1-John Deere Tractor	4- 7-84				5,000.00
R & B # 1-Crawler	3-13-84				7,222.75
R & B # 3-Backhoe	4-23-84				9,997.50
R & B # 3-Motor Grader	4-23-84				27,551.00
R & B # 3-Mack Truck	4-13-84				32,846.25
R & B # 4-Motor Grader	4- 1-84				28,260.00
Total Indebtedness					167,538.30
Social Security Fund		757.89			757.89
Tyler County Retirement		.00			.00

mm

WITNESS OUR HANDS, officially, this 13th day of January A.D.,
1983.

Allen Sturrock

County Judge, Allen Sturrock

Maxie L. Riley

Commissioner Pct. 1, Maxie L. Riley

K. K. Lowe

Commissioner Pct. 2, Kenneth Lowe

Jerry Mahan

Commissioner Pct. 3, Jerry Mahan

James R. Jordan

Commissioner Pct. 4, ~~Berton A. Odom~~ James R. Jordan

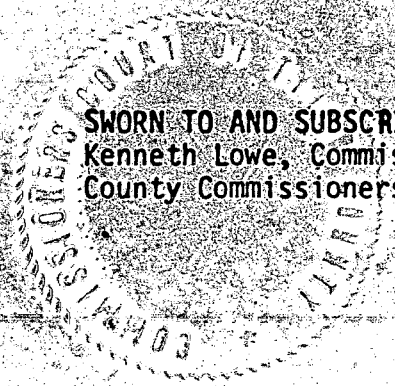
SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Commissioner Pct. 1, Kenneth Lowe, Commissioner Pct. 2, Jerry Mahan, Commissioner Pct. 3, and Berton A. Odom, Commissioner Pct 4, County Commissioners of Tyler County, Texas, each respectively, on this 13th day of January A.D., 1983.

Grace Bostick

Tyler County Clerk, Grace Bostick

By: _____

Deputy





KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

1-6-1984

VOL 008 PAGE 881

Tyler County Commissioners' Court
Tyler County Court House
Woodville, Texas 75979

SUBJECT: BIDS; Two (2) POLICE PACKAGE VEHICLES FOR SHERIFF'S DEPARTMENT

Knapp Ford Sales, Inc., is pleased to offer two (2) Bids (two options)
for Two (2) Full Size 1984 FORD CROWN VICTORIA S, 4 DR, Police Package Units
(Attached Pg. 5 EQUIPMENT LIST)

OPTION (A) LEASE (Pg. 2)	Total (2 Units)	\$23,811.05
OPTION (B) CASH PURCHASE (Pg. 3)	TOTAL (2 Units)	\$21,687.28

(See example: (Pg. 4) Finance 2 units through County of Tyler's
Depository Bank, Citizens State Bank: Appx. Total Cost 2 Units
\$22,404.92)

These vehicles must be ordered from the factory with production time
determined by the plant scheduling.

Respectfully submitted,

Thomas C. Knapp,
President



KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

1-6-1984

VOL 008 PAGE 882

Tyler County Commissioners' Court
Tyler County Court House
Woodville, Texas 75979

SUBJECT: BID; LEASE 2 Police Package Vehicles for Sheriff's Department

Knapp Ford Sales, Inc. is pleased to offer a lease for two (2) Full Size
1984 FORD CROWN VICTORIA S, 4 Dr., Police Package Units.

(Attached Pg. 5 EQUIPMENT LIST)

Lease cost for both units:	1 Payment upon delivery of vehicles	\$11,543.64
	1 Payment in arrears (1 Year)	12,267.41
	Total Cost	23,811.05

Included Underwriting Fee of \$700.00

Annual Percentage rate 13.13%

The above annual percentage rate and payment amount (s) are based on
the completion of this transaction, including the execution of the
documents and the acceptance of all equipment or funding into an escrow
account by

January 13, 1984

The above bid is subject to:

- (1) Completion of mutually acceptable documentation.
- (2) A final credit review of the County of Tyler, Tx. by the funding source.
- (3) No material adverse change in the financial condition of the COUNTY OF TYLER, TX. prior to funding.
- (4) Receipt of the last three years financial statements and the current year's budget for the COUNTY OF TYLER
- (5) Receipt of a copy of the written request for the submission of a bid for the equipment shown.

OPTION (A) BID PAGE 2 of 5

OPTION (B) BID Pg. 3 of 5



KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

1-6-1984

VOL 008 PAGE 883

Tyler County Commissioners' Court
Tyler County Court House
Woodville, Texas 75979

SUBJECT: BID: CASH PURCHASE 2 POLICE PACKAGE VEHICLES FOR SHERIFF'S DEPARTMENT

Knapp Ford Sales, Inc. is pleased to offer two (2) Full Size
1984 FORD CROWN VICTORIA S, 4 Dr., Police Package Units.

(ATTACHED Pg. 5 EQUIPMENT LIST)

Purchase price for each vehicle is: \$10,843.64 Ea. Total (2 units)
\$21,687.28 due upon delivery.



KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

1-6-1983

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EXAMPLE

Upon our request, the following information was furnished to us for your consideration by the County Depository, Citizens State Bank.

The County of Tyler can finance through your Depository Bank, Citizens State Bank as contracted with them at an Annual Percentage Rate that is equal to 60% of the Prime Rate. On this date 1-6-1984, the prime interest rate is 11%. Your financing percentage rate on 1-6-1984 is 6.6% APR.

Using the purchase option, financed with your depository: Citizens State Bank

50% downpayment upon delivery	\$10,843.64
Finance \$10,843.64 for 12 months, 1 payment in arrears @ 6.6% APR	
Final payment	\$11,561.28
Total Cost for 2 units	\$22,404.92

Net savings compared with Lease Bid Option A -\$1,406.13



KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

EQUIPMENT LIST - BID FOR TYLER COUNTY SHERIFF'S CARS

2 Ea. 1984 FORD CROWN VICTORIA S, 4 DR,

VOL 008 PAGE 885

- POLICE PKG., INCLUDING *
- * 351 HIGH OUTPUT MOTOR
- * 100 AMP ALTERNATOR
- * 2.73 TO 1 REAR AXLE RATIO
- * 71 AMP HR 475 C.C.A. BATTERY
- * HEAVY DUTY POWER BRAKES DESIGNED TO PASS IACP/MSP/LAPD REQUIREMENTS
- * COOLING PKG POLICE LEVEL WITH VISCOUS 5BLADE FAN
- * REAR DECK LID RELEASE REMOTE CONTROL ELECT.
- * EXHAUST SYSTEM DUAL
- * FRAME HEAVY DUTY
- * HUB CAPS
- * MAP LIGHT DUAL BEAM
- * PARKING BRAKE RELEASE AUTOMATIC
- * SEAT SPLIT BENCH
- * SINGLE KEY LOCKING SYSTEM
- * SPEEDOMETER 0-140 CALIBRATED
- * STEERING POLICE HEAVY DUTY EXT OIL COOLER
- * SUSPENSION POLICE: HEAVY DUTY FT & REAR SPRINGS 1 3/8" SHOCKS
HEAVY DUTY FRONT & REAR POLICE STABILIZER BARS
- * TIRES P-225 POLICE FABRIC RADIALS WITH MATCHING SPARE TIRE
- * TRANSMISSION AUTOMATIC OVERDRIVE
- * TRANSMISSION OIL COOLER EXTERNAL FRONT MOUNTED
- * WHEELS HEAVY DUTY 15" X 6.5" RIMS
- TRACTION LOK REAR AXLE
- AIR CONDITION MANUAL CONTROL
- FLOOR MAT HEAVY DUTY BLACK FRONT & REAR
- RADIO AM FM
- TINTED WINDSHIELD
- TILT WHEEL
- MIRROR OUTSIDE RT HAND REMOTE CONTROL
- GUGES AMMETER OIL PRESSURE WATER TEMP
- SPOTLIGHT LEFT HAND

EQUIPMENT LEASE/PURCHASE AGREEMENT

Equipment Lease/Purchase Agreement (the "Agreement") dated as of _____, 19____ and entered into by and between _____ a _____ corporation

("Lessor"), and _____ a body corporate and politic existing under the laws of the state of _____ ("Lessee").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described, to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of _____ to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor, the Registered Owners (as hereinafter defined) and their assignees as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of _____ with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in the form attached hereto as Exhibit B.
- (d) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (e) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor or its assignee.

ARTICLE II

Section 2.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease/Purchase agreement including the Exhibits attached hereto.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated in Exhibit A hereto.

"Equipment" means the property described in Exhibit C and which is the subject of this Agreement.

"Full Insurable Value" means the total amount of all Rental Payments required to be paid by the Lessee through the full Lease Term of this Agreement.

"Lease Participation Certificate" means the certificates which may be issued on behalf of Lessee pursuant to this Agreement and which evidence a right to receive a pro rata share of payments and proceeds received on account of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under provisions of this Agreement.

"Lessor" means (i) _____ a _____ corporation, acting as Lessor hereunder; (ii) any surviving, resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit C hereto.

"Registered Owners" means, collectively, one or more Registered Owners of Lease Participation Certificates.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a term of one year and a term coextensive with Lessee's fiscal year, as provided for in Article IV of this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease term payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor, its assignee or a trustee for the benefit of Registered Owners in the amounts and at the times during the Lease Term set forth in Exhibit C of this Lease.

"Vendor" means the manufacturer of the Equipment as well as the agent or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit A and shall terminate the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year, up to a maximum Lease Term of _____ (_____) years, and _____ (_____) months. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit C of this Agreement.

Section 4.02. Termination of Purchase Option. Lessee shall have the right, exercisable on the anniversary date of each fiscal year of Lessee transpiring under this lease, to terminate this lease upon payment of the Purchase Price, as provided in Exhibit C. Lessee shall give at least sixty (60) days' written notice to Lessor of Lessee's intent to so terminate this lease by paying such Purchase Price. Lessee shall pay the Purchase Price on or before the anniversary date of each fiscal year of Lessee.

ARTICLE V

Section 5.01. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Any Registered Owner shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default pursuant to this Agreement.

Lessor, any Registered Owner or their nominees shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 6.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit C hereto.

Section 6.03. Interest Component. A portion of each Rental Payment is paid as, and represents payment of, interest, and Exhibit C hereto sets forth the interest component of each Rental Payment during the Lease Term.

Section 6.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee, Lessor, any Registered Owner, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term and the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.06, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 6.06. Nonappropriation. The Lessee is obligated to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget appropriate or otherwise make available funds to pay Rental Payments, this Agreement shall be deemed terminated. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 6.06, Lessee agrees peaceably to deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 6.07. Nonsubstitution. Should this Agreement be terminated in accordance with the provisions of Section 6.06 hereof, Lessee agrees, to the extent permitted by law, not to purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of ninety (90) days from the earlier of such date of nonappropriation or notice thereof. Provided, however, that these restrictions shall not be applicable in the event the Equipment shall be sold, re-leased or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, are sufficient to pay the then applicable Purchase Price specified in Exhibit C hereto.

ARTICLE VII

Section 7.01. Title to the Equipment. During the term of this lease, title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall be retained by Lessor, except for those modifications which are added to the Equipment by lessee and which may be removed without damaging the Equipment. Lessee shall not have any right, title or interest in the Equipment or in any additions, repairs, replacements or modifications thereto except as expressly set forth in this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Lessee will surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee grants to Lessor, and its assigns, a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of the Registered Owners or any other assignee of Lessor in the Equipment.

ARTICLE VIII

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. However, should the use, possession or acquisition of the Equipment be determined to be subject to taxation, Lessee covenants and agrees that it will pay, during the Lease Term, the additional cost of all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat power, telephone utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. The Lessee further covenants and agrees that it shall pay such taxes or charges as the same may become due; provided, however, that with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during such time as this Agreement is of force and effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance on the Equipment to be carried and maintained in an amount equal to the Full Insurable Value of the Equipment and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other equipment and properties as well. If Lessee shall insure similar equipment and properties by self-insurance, Lessee may, at its option, be approved by the Lessor, insure the Equipment by means of an adequate insurance fund set aside and so maintained.

Lessee shall carry worker's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Any insurance policy issued pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Section 9.02 hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that any insurance company providing coverage shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to either maintain the insurance coverage required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of _____ percent (_____ %) per annum.

ARTICLE IX

Section 9.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses including attorneys' fees incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and if Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement

therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof, of (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and upon such payment, the Lease Term shall terminate and title to the Equipment shall be conveyed by Lessor to Lessee as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable option Purchase Price, if any, may be retained by Lessee.

ARTICLE X

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial order exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Section 11.01. Option to Purchase. At the request of Lessee, Lessor's estate in the Equipment will be transferred, conveyed and assigned to Lessee and this Agreement shall terminate:

- (a) At the end of the Lease Term upon payment in full of Rental Payments due hereunder and the Payment of One (1) Dollar;
- (b) At the end of the Original Term or any Renewal Term, upon payment by Lessee of the then applicable Purchase Price; or
- (c) If the Lease Term is terminated pursuant to Article IV of this Agreement or in the event of total damage, destruction or condemnation of the Equipment and, if Lessee is not on such date in default pursuant to any term of this Agreement, upon payment of the then applicable Purchase Price to Lessor.

ARTICLE XII

Section 12.01. Assignment by Lessor. This Agreement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and to the extent of their interest, by any Registered Owner, at any time subsequent to its execution without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of the Agreement or otherwise) that Lessee may from time to time have against Lessor, its assignee or any Registered Owner. Lessee agrees that Lease Participation Certificates may be issued on behalf of Lessee to Registered Owners. If any Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor, its assignee or any Registered Owner, to protect their interests in the Equipment and in this Agreement.

Section 12.02. Assignment and Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be assigned or encumbered by Lessee for any reason.

Section 12.03. Release and Indemnification Covenants. Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

ARTICLE XIII

Section 13.01. Events of Default Defined. The following shall constitute an event of default under this Agreement and the terms "event of default" and "default" shall include, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if correction is made in full by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations as herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their political subdivisions, departments or agencies, or any civil or military authority; insurrections; riots; landslides, earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not reasonably within the control of Lessee.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the Original Term or the then current Renewal Term, as the case may be, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XIII it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

ARTICLE XIV

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses indicated in Exhibit A hereto.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee; provided, however, that no such amendment which affects the rights of the Registered Owners shall be effective unless it shall have been consented to by the holders of record of a majority, in aggregate principal amount, of the Lease Participation Certificates, if any, then outstanding.

Section 14.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

Section 14.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed. All of the above occurred as of the date first above written.

(LESSOR)
SAMPLE

(LESSEE)

By _____

By _____

Officer _____

Officer _____

Attest:

Attest:

By _____

By _____

Officer _____

Officer _____

(SEAL)

(SEAL)

SAMPLE

LESSOR

Agreement No. _____

LESSEE

VOL 008 PAGE 889

**EXHIBIT A
MUNICIPAL CERTIFICATE**

I, the undersigned, the duly appointed, qualified and acting _____ (Clerk or Secretary) of the above-captioned Lessee do hereby certify this _____, 19_____, that Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of _____ with full power and authority to enter into, be bound by and perform its obligations under the above-captioned equipment lease/purchase agreement (the "Agreement").

I further certify that the Lessee did, at a _____ (regular or special) meeting of the governing body of the Lessee held _____, 19_____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution of the Agreement by the following named representative of the Lessee, to wit:

Name	Title	Signature
I further certify that the above named representative of the Lessee had at the time of such authorization and has at the present full and complete authority to execute the Agreement and that I have full and complete authority to attest the execution of the Agreement by such representative of the Lessee.		

I further certify that the meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by a majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

I further certify that the Lessor has fully and satisfactorily performed all of its covenants and obligations under the Agreement.
I further certify that the Equipment will perform an essential use and public function which the Lessee, its agencies and departments are authorized by law to perform.

I further certify that all insurance required in accordance with the Agreement has been secured by the Lessee and the required coverage will be maintained throughout the term of the Agreement and the renewal, if any, thereof.

I further certify that any notice or demand to be given the Lessee may be given to the Lessee at the above referenced address of the Lessee.
I further certify that the date of this Municipal Certificate shall constitute the Commencement Date of the Agreement in accordance with Article IV of the Agreement.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

By: _____

(Printed or typewritten name)

(SEAL)
(If no seal, initial here: _____.)

Subscribed to and sworn before me this _____ day of _____, 19_____.

Notary Public

My commission expires _____.

ACCEPTANCE CERTIFICATE

Gentlemen:

In accordance with the terms of the Equipment Lease/Purchase Agreement dated _____ (the "Lease") between _____ ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

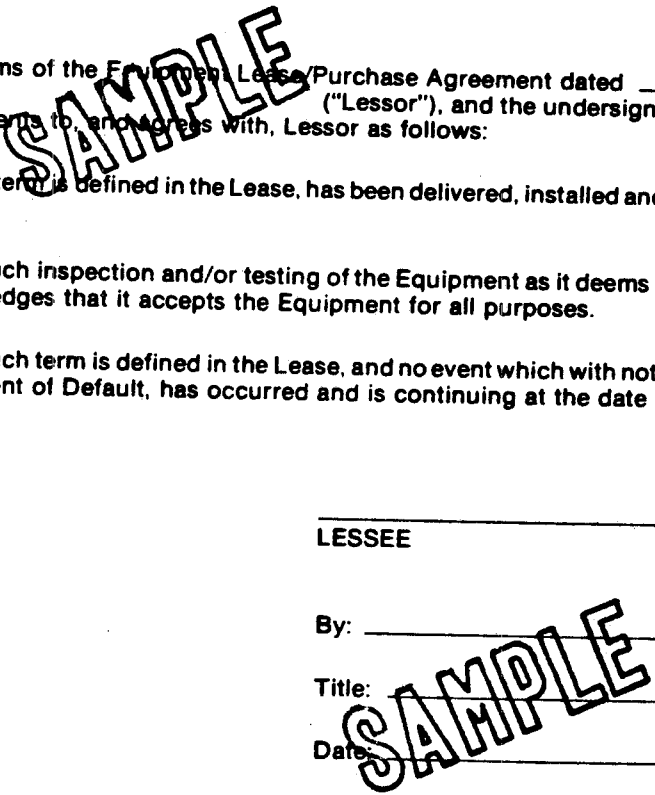
1. The Equipment, as such term is defined in the Lease, has been delivered, installed and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

LESSEE

By: _____

Title: _____

Date: _____



Date: _____

Re: _____, Lease/Purchase Agreement dated as of _____

19 _____, with

Gentlemen:

As legal counsel to _____, (the "Buyer"), I have examined (1) an executed counterpart of a certain Equipment Lease/Purchase Agreement (the "Agreement") dated _____, 19 _____, by and between _____, a Missouri corporation, as Seller, and the Buyer, which, inter alia, provides for the sale to and purchase by the Buyer of certain property (the "Property"), (2) an executed counterpart of Resolution No. _____ dated _____, 19 _____, of the Buyer which, inter alia, authorizes the Buyer to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based upon the foregoing, it is my opinion that:

- (1) The Buyer is a municipal corporation, duly organized and existing under the laws of the State of _____, with the requisite power and authority to incur obligations the interest on which are exempt from taxation by virtue of Section 103 of the Internal Revenue Code of 1954, as amended, to purchase the Property and to execute, deliver and perform its obligations under the Agreement;
- (2) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Buyer and the Agreement is a valid and binding obligation of the Buyer enforceable in accordance with its terms;
- (3) The authorization, approval and execution of the Agreement and all other proceedings of the Buyer relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (4) The Buyer has, in accordance with the requirements of law, fully budgeted and appropriated funds for the current budget year to meet its obligation for the Original Term (as defined in the Agreement); and
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of the Seller or its assigns, as the case may be, in the Property.

Respectfully submitted,

By: _____

SAMPLE

SAMPLE

EXHIBIT C

Date: _____

Agreement No.: _____

THIS SCHEDULE is issued pursuant to the Equipment Lease/Purchase Agreement dated as of _____ (the "Agreement") between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

- A. **Payments.** The payments required under the Agreement for the Equipment designated on this Schedule are \$ _____ beginning _____, 19____, and continuing the _____ day of each _____ thereafter for the duration of the lease term (the "Agreement Payment Period"). The payments required under this Schedule are made up of the total purchase price to CHRISTOPHER CAPITAL CORPORATION of \$ _____ and deferred interest charges to maturity of \$ _____ or total Agreement price of \$ _____.
- B. **Deferred interest to maturity.** Deferred interest charges to maturity as set forth herein consist of services and other charges, plus interest at the annual rate of _____% on the sum of the aforementioned service charges and other charges and the Equipment purchase price.
- C. **Late payments.** There will be a charge of _____% per month based on the amount of any late payments from the due date thereof until paid.
- D. **Fiscal year.** The fiscal year of the undersigned Lessee is from _____ to _____.
- E. **Prepayment and purchase schedule.** The purchase price as provided in the Agreement is as follows (to be prorated for dates not specified).

Period

The Purchase Price Amount as of End of that Period is:

- Original Term:
- Renewal term 1
- Renewal term 2
- Renewal term 3
- Renewal term 4
- Renewal term 5

SAMPLE

F. **Insurance.** The Lessee hereby confirms that it has obtained the insurance coverage required by Section 8.03 of the Agreement and it covenants and agrees that such coverage shall be maintained in accordance with the terms and conditions of the Agreement.

G. Equipment description. The Equipment subject to the Agreement is as follows:

Quantity	Description/Serial No.	Purchase Price
----------	------------------------	----------------

SAMPLE

THE TERMS GOVERNING THIS SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULL HEREIN.

The Agreement shall not be effective unless this Schedule is signed by Lessee and accepted by Lessor within thirty (30) days of the date first above stated. In addition, Lessor shall not be bound by the Agreement until this Schedule is executed by an authorized officer of LESSEE:

LESSOR:

By: _____

By: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SAMPLE



KNAPP FORD SALES, Inc.

104 Pine Street
Woodville, Texas 75979

VOL 008 PAGE 893

BID for Sheriff's Cars

Tyler County Commissioners' Court
Tyler County Court House
Woodville, Texas 75979

NO. _____ TIME: 8:45 AM

JAN 9 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Dean Phillips*
DEAN PHILLIPS

1 9 8 4 - C H E V R O L E T

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

VOL 008 PAGE 894

January 6, 1984

County Clerk of Tyler County
Court House of Tyler County
Woodville, Texas

Gentlemen:

Allison Chevrolet Inc. subits the following bid on police vehicles for the sheriff's Dept of Tyler County. The bid is based on the four door full size Chevrolet Impala. Chevrolet Motor Division requires 120 days from acceptance of a bid for guaranteed delivery of Police vehicles. The bid specifiagation included are:

1984 Chevrolet Impala four door
Police Package
350 V 8 Engine
Automatic Transmission W/overdrice
Limited slip rear end
H.D. Transmission oil cooler
H.D. Cooling
H.D. Battery
80 Amp. Alternator
Solid color silver
Power Steering
Power Brake
Factory Air
AM/FM Radio
H.D. One Piece Floormats
50/50 H.D. Vinyl Seats
Police Speedometer
Comfort Tilt Steering Wheel



CHEVROLET
taking charge.

1 9 8 4 - C H E V R O L E T

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

VOL 008 PAGE 895

Gages
Tinted Glass
Map Light
L.H. 6" Spot Light
Heater & Defroster
Dual Remote Mirrors
Intermittent Wipers
Police Tires With Spare
Standard Wheel Covers
Interior Sand Gray Color
15" Wheels

Two Impala's Purchased
Total \$22,700.00

Two Impala's Leased For Two Years
Total \$12,075.00/Year

If we can be of any further assistance, please let us know.

Sincerely,

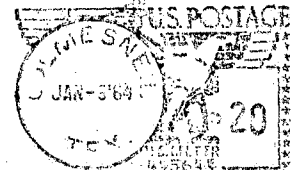

Frank Jones



CHEVROLET
taking charge.

ALLISON CHEVROLET, INC.
HIGHWAY 69
COLMESNEIL, TEXAS 75938

VOL 008 PAGE 896



1 9 8 4 - C H E V R O L E T

County Clerk of Tyler County
Court House of Tyler County
Woodville, Texas 75979

NO. _____ TIME: 9:00 AM

JAN 9 1984



GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Jean Phillips*
JEAN PHILLIPS

BOX NO. & LOCATION	COUNTY PCT. # & CITY	NAME OF JUDGE	ALTERNATE
1. COURTHOUSE	WOODVILLE (1)	JOHNNIE HICKMAN P.O. Box 275 Woodville, Tx.	PAUL BANDSMA P.O. Box 915 Woodville, Tx
2. NUTRITION	WOODVILLE (2)	JOHN YEARWOOD 510 Kelly Blvd. Woodville, Tx	JOE CASH P.O. Box 456 Woodville, Tx
3. HILLISTER FIRST BAPTIST CHURCH	HILLISTER (1)	CHESTER (SAM) READ Warren, Texas	MRS. EVELYN SMITH Warren, Texas
4. WARREN MIDDLE SCHOOL	WARREN (1)	HAROLD DAVIS P.O. Box 248 Warren, Texas	A.G. SMITH P.O. Box 156 Warren, Texas
5. DOUCETTE COM- MUNITY CHURCH	DOUCETTE (3)	DURWOOD LING P.O. Box 824 Doucette, Texas	ESTELLE LING Same
7. LION'S HALL	CHESTER (2)	J.W. WILLSON Chester, Texas	HAROLD LEWIS Rt. 1 Box 66 Chester, Texas
8. BETHANY BAPTIST CHURCH (BETHANY)	WOODVILLE (2)	ELMER RAY OATES Rt. 2 Box 310 Woodville, Texas	
9. EMILEE EBENEZER CHURCH (Emilee)	WOODVILLE (3)	DARRELL WALDREP Rt. 1 Box 156 Colmesneil, Texas	DELLA HANKS Rt. 3 Box 1860 Woodville, Texas
10. COMMUNITY CENTER	COLMESNEIL (3)	GARY HARRIS P.O. Box 528 Colmesneil, Texas	FAY SEAMANS P.O. Box 10 Colmesneil, Texas
11. MASONIC LODGE	ROCKLAND (3)	J.C. DICKERSON P.O. BOX 1254 Rockland, Texas	CECIL DUBOSE P.O. Box 7 Rockland, Texas
13. FAIRVIEW CHURCH	TOWN BLUFF (3)	MRS. C.E. SEAMAN Rt. 3 Box 1460 Woodville, Texas	JEWEL PEDIGO Rt. 3 Box 149 Woodville, Texas
14. SPURGER SCHOOL AG. BLDG.	SPURGER (4)	A.B. WALLING Rt. 1 Box 28 Spurger, Texas	EVA SWEARINGEN Rt. 1 Box 9 Spurger, Texas
15. LION'S DEN & FIRE STATION	FRED (4)	AMOS HUTTO P.O. Box 156 Fred, Texas	BOBBY JENKINS Fred, Texas
6. EAST WARREN HIGH SCHOOL	WARREN (4)	DALLAS READ Rt. 1 Box 224 Warren, Texas	MYRTLE READ Rt. 1 Box 224 Warren, Texas
7. LION'S DEN	WOODVILLE (3)	ARCHIE NASH P.O. Box 283 Woodville, Texas	JOE LOGGINS RT. 3 Box 2155 Woodville, Texas
8. FIRE STATION	WOODVILLE (2)	DR. BRIAN BABIN 514 Timberland Woodville, Texas	ROXANNE BABIN same
ABSENTEE: COURTHOUSE	WOODVILLE	IRMA HICKMAN P.O. Box 275 Woodville, Texas	
DEMOCRATIC COUNTY CHAIRMAN:	MORRIS CLEMMONS 102 S. Charlton Woodville, Texas		
REPUBLICAN COUNTY CHAIRMAN	JAMES H. DILLION P.O. Box 296 Woodville, Texas		

2-84

TYLER COUNTY, TEXAS

BUDGET AMENDMENT REQUEST

1-13-84
(Date)

VOL 008 PAGE 898

FUND General

DEPARTMENT Jury Acct. (Transcripts)

ADDITIONAL REVENUE REQUIRED:
\$ 5000.00

Line Item	From	To	Increase (Decrease)
<u>Transcripts</u>	<u>0-</u>	<u>\$5000.00</u>	<u>\$5000.00</u>
<u>Reserve for Cont.</u>	<u>120,389.00</u>	<u>115,389.00</u>	<u><5000.00></u>

In compliance with Article 1666, Revised Civil Statutes of Texas, as shown below, I am requesting amendments to the Tyler County Budget as described.

Article 1666 - "The auditor shall prepare an estimate of all the revenues and expenses, and annually submit it to the Commissioners Court, which Court shall carefully make a budget of all appropriations to be set aside for the various expenses of the county government in each branch and department. He shall open an account with each appropriation in said budget, and all warrants drawn against same shall be entered to said account. He shall carefully keep an oversight of same to see that the expenses of any department do not exceed said budget appropriation, and keep said court advised of the condition of said appropriation accounts from time to time."

See Opinion No. #-499.

Ann Nichol
Ann Nichol
Tyler County Auditor

TYLER COUNTY, TEXAS

BUDGET AMENDMENT REQUEST

VOL 008 PAGE 899

1-13-84
(Date)

FUND Gen.

DEPARTMENT Dist. Clerk

ADDITIONAL REVENUE REQUIRED:
8355.00

Line Item	From	To	Increase (Decrease)
<u>Salary, Deputy</u>	<u>7011.00</u>	<u>13,632.00</u>	<u>6621.00</u>
<u>Social Security</u>	<u>2087.00</u>	<u>2550.00</u>	<u>463.00</u>
<u>Retirement</u>	<u>2180.00</u>	<u>2643.00</u>	<u>463.00</u>
<u>Insurance</u>	<u>2525.00</u>	<u>3333.00</u>	<u>808.00</u>
<u>Reserve for Cont.</u>	<u>128,744.00</u>	<u>120,389.00</u>	<u>< 8355.00 ></u>

In compliance with Article 1666, Revised Civil Statutes of Texas, as shown below, I am requesting amendments to the Tyler County Budget as described.

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See Opinion No. #-499.

Ann Nichol
Ann Nichol
Tyler County Auditor

Note: Above Amendment covers 1 New Employee for 8 1/2 Months Service.

Proposal

Page No. _____ of _____ Pages

THE DECORATIVE IMAGE
304 West Gibson St.
JASPER, TEXAS 75951
(713) 384-6825 384-6826

VOL **008** PAGE **900**

PROPOSAL SUBMITTED TO <i>Haskell County Courthouse</i>		PHONE <i>283-2162</i>	DATE <i>1-12-84</i>
STREET <i>Governmental Agency</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Haskell</i>		JOB LOCATION	
ARCHITECT <i>Pat Brown</i>	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Furnish and install 35 Mini Blinds in the following areas:

- 14-in Courtroom 4 Blinds have 9ft tilt wands*
- 6-in Jury Room*
- 10-in Dist Office Front*
- 9-in East Office Front*

Color of Mini Blinds is Be Fawn too

All work guaranteed

Regular price is 4024.50. Mini Blinds are 1/2 off
3587.00 / 1/2 = 1793.50 Installation 437.50

Installation wk of Feb 6th

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Two thousand two hundred & thirty one & 00/100 dollars (\$ *2231.00*).

Payment to be made as follows:

Deposit of 100.00 with a balance of 1131.00 due upon completion of installation. Pay upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Mrs. Jackie Bellingrey*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *Pat Brown*

Date of Acceptance: _____

Signature _____

Woodville Courthouse

Fawn Color 205

34.00

Main Courtroom floor

88.00				
176.00	Upper Windows	27 1/2 x 60	(4)	9 ft tilt red 352
106.00		27 1/2 x 76 1/2	(4)	424
212.00				

10.00				
101.00	Jury Room -	31 7/8 x 64 1/2	(2)	202
202.00		32 x 64 1/2	(4)	404

94.00	East Left Balcony	31 1/2 x 59	(2)	188.00
44.00		27 7/8 x 59		88.00

44.00	West Balcony	27 5/8 x 59		88.00
44.00 94.00		31 1/2 x 59	(2)	188.00

115.00	West Office Front	31 1/2 x 77 1/2	(2)	230.00
53.00		27 1/2 x 77 1/2	(2)	106.00
159.00		27 5/8 x 77 1/2	(3)	318.00

53.00	East Office Front	27 5/8 x 77 1/2		106
53.00		27 1/2 x 77 1/2		106
53.00		27 7/8 x 77 1/2		106
53.00		27 5/8 x 77 1/2		106
57.50		31 1/2 x 77 1/2		115
57.50		31 1/2 x 77 1/2		115
57.50		31 1/2 x 77 1/2		115
57.50		31 5/8 x 77 1/2		115
57.50		31 1/2 x 77 1/2		115

~~1793.50~~
 1793.50
 437.50
 2231.00

* install total

* 3587.00

*The decorative image
is on page 96 North
Jasper, Texas*

NO. _____ TIME: 3:55 ~~PM~~ ^{AM}

NO. 008 PAGE 902

JAN 12 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

Grace Bostick

*Sealed Bid For Mini Blinds
County Clerk
For Second Floor*