

FILED FOR RECORD: 3-14- 1986 at 11:5 o'clock A M  
DULY RECORDED: 4-3- 1986 at 9:00 o'clock A M  
INSTRUMENT NO. \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLERK  
Donece Gregory BY: Donece Gregory Deputy

TYLER COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
March 10, 1986 --- 10:00 A.M.

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The Regular Meeting of the Commissioner's Court was held on Monday, March 10, 1986 at 10:00 A.M. All members being present. The meeting was opened with prayer by Commissioner Jordan.

George E. Cooper, Jr. an investment banker, reported to the Commissioner's Court that the County had complied with all the regulations up to the present point in order to issue Certificates of Obligation to build the County Jail. The County has received a B-AA rural/agricultural rating by Moody Investment Firm of New York. Certificates of Obligation will be issued at an interest rate of 7.993616 percent.

A motion was made by Commissioner Jordan to adopt the resolution as read by Mr. George E. Cooper, Jr. ordering that the Commissioner's Court issue the Certificates of Obligation. The motion was seconded by Commissioner Lowe. All voted yes and none no. SEE ATTACHED.

Commissioner Riley made a motion to approve the County Extension Monthly report. Commissioner Graham seconded this motion. All voted yes and none no.

A motion was made by Commissioner Jordan and seconded by Commissioner Riley to table approving the County Treasurer's Monthly report until Friday, March 14, 1986. All voted yes and none no.

Commissioner Riley made a motion to table approving the County Auditor's Monthly report until Friday, March 14, 1986 in order to have more time to review the report. Commissioner Lowe seconded this motion. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to accept the monthly report from the Probation Department. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Riley to approve the payment of Monthly Allowances and Travel as submitted by the County Auditor, Ann Strickland. The motion was seconded by Commissioner Graham. All voted yes and none no. SEE ATTACHED.

Commissioner Riley made a motion to approve the Bond of Debbie Pittman as a Deputy in the District Clerk's office. The motion was seconded by Commissioner Graham. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Riley to authorize Commissioner Graham and Judge Allen Sturrock to give approval to the Historical Commission to study an area on Carlow Hill Road project. The area may be considered a Historical Landmark. The motion was seconded by Commissioner Lowe. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to authorize Judge Allen Sturrock to sign an application for funding from the Deep East Texas Council of Governments - Area Agency on Aging for 1986-87 funds for the Mini-Bus. All voted yes and none no. SEE ATTACHED.

Commissioner Riley made a motion to accept the bid from Aries Paper and Chemicals, Inc. from Lake Charles, Louisiana for Computer Paper for the County Auditor's office. The "delivered" price per case will be \$22.25. Commissioner Lowe seconded this motion. SEE ATTACHED.

A motion was made by Commissioner Riley to approve funding of \$ 210.00 for the Criminal-District Attorney, Pat Hardy, to attend a Seminar in Dallas on April 3rd and 4th, 1986. The motion was seconded by Commissioner Jordan. All voted yes and none no.

A motion was made by Commissioner Riley to grant permission to the Industrial Foundation to place a sign on county property being an industrial road north of Woodville. The sign placement must be agreeable with Commissioner Graham, and must follow state regulations. The County will not be liable. Commissioner Lowe seconded this motion. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

SIGNED: Allen Sturrock Allen Sturrock, County Judge  
Maxie L. Riley Maxie L. Riley, Comm. Pct. #1  
H.K. Lowe H.K. Lowe, Comm. Pct. #2  
Willis T. Graham Willis Graham, Comm. Pct. #3  
James R. Jordan James R. Jordan, Comm. Pct. #4  
ATTEST: Grace Bostick Grace Bostick, County Clerk



TYLER COUNTY COMMISSIONERS COURT  
(Tyler County, Texas)

AND

REPUBLICBANK SAN ANTONIO N.A.

As Paying Agent and Registrar

---

Paying Agent and Registrar Agreement  
\$1,800,000 Tyler County Commissioners Court  
(Tyler County, Texas)  
Certificates of Obligation, Series 1986

Dated as of \_\_\_\_\_, 1986

PAYING AGENT AND REGISTRAR  
AGREEMENT

This Agreement, made and entered into as of \_\_\_\_\_, 1986, between and among County Commissioners (the "County") of Tyler, Texas and RepublicBank San Antonio N.A., a national banking organization ("Republic");

WHEREAS:

- A. The "County" is offering for sale at competitive bid \$1,800,000 Certificates of Obligation (Series 1986) ("Certificates").
- B. It has been determined that the paying agent and registrar functions with regard to the issuance, transfer, registration and payment of principal and interest on the Bonds would be enhanced and facilitated by having one institution act as Paying Agent and Registrar.
- C. The County has selected Republic to act as Paying Agent and Registrar and Republic is willing to act in that capacity upon the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the premises and the promises hereinafter contained, it is agreed by and among the parties as follows:

ARTICLE I

Appointment as Paying Agent and Registrar

- 1.1 Republic is hereby appointed by the Commissioners on behalf of the "County" as Paying Agent and Registrar with respect to the Certificates.
- 1.2 All funds received by Republic, as Paying Agent for the payment of principal and interest on the Certificates shall be received in cash or cash equivalents, immediately available for transfer and shall be received not later than 12:00 noon, San Antonio time, on the last business day prior to a principal or interest payment date. Such funds may be wire transferred through the Federal Reserve System addressed to Republic, ABA #1140-000-48, code 03, attention: Jerry Edinger. In the alternative, the County may authorize Republic to draft upon an account of "County" at \_\_\_\_\_ bank. Any such authorization shall be accompanied with instructions for this transfer directed to such correspondent bank.

- 1.3 Republic may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Certificates.
- 1.4 The "County" shall furnish to Republic the names and addresses of all initial Certificate holders and shall deliver to Republic from time to time such quantities of blank Certificates as Republic may request to enable Republic to perform its obligations under this Agreement.

## ARTICLE II

### Rights and Other Duties of Republic

- 2.1 Republic shall maintain at its corporate office, 130 East Travis, San Antonio, Texas 78205, and at such other office or offices as it may designate, facilities for its registrar and paying agent function hereunder.
- 2.2 Republic may from time to time, appoint agents for the purposes of this Agreement and vary or terminate the appointment of such agents.

## ARTICLE III

### Immunities and Indemnification

- 3.1 (a) Neither Republic (or any of its employees, officers, directors or officers) nor any agent of Republic assumes any obligation or shall be subject to any liability under this Agreement to holders of Certificates, County Commissioners or the "County" other than that each of them agrees to use its best judgment and good faith in the performance of such duties as are expressly set forth in this Agreement.
- (b) Neither Republic (or any of its employees, officers or directors) nor any agent of Republic shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of the Certificates that in its opinion may involve it in expense or liability unless indemnity, in addition to that provided by Section 3.2, satisfactory to it against all expense and liability has been furnished.

- (c) Neither Republic (or any of its employees, officers or directors) nor any agent of Republic shall be liable for any action or nonaction by it in reasonable reliance upon the advice of or information from legal counsel, accountants, any holder of the Certificates or any other person believed by it to be competent to give such advice or information. Republic (or any of its employees, officers or directors), and any agent of Republic, may rely and shall be protected in acting upon any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper person or persons.
- (d) Neither Republic (or its officers, directors or employees) nor Republic's agent make any representation or has any responsibility as to the validity of the Certificates, the certificate documents, or any instruments referred to therein or herein.
- (e) Neither Republic (or any of its officers, directors or employees) nor any agent of Republic shall be under any obligation to institute any action, suit, or legal proceeding or to take any other action likely to involve expense unless the County Commissioners on behalf of the "County" shall furnish Republic or Republic's agent with reasonable security for any costs and expenses which may be incurred; but this provision shall not affect the power of Republic or of Republic's agent to take action as it may consider proper whether with or without any security.
- (f) Republic and Republic's agent are each hereby authorized and directed to accept any instructions with respect to its duties hereunder from an authorized member of the County Commissioners and to apply to such members for advice or instruction in connection with its duties and shall not be liable for any action taken or to be taken by it in good faith in accordance with the instruction of such person or taken in good faith in accordance with a statement or direction of any such person.

3.2 The County Commissioners and the "County" shall indemnify Republic and any Republic agent against, and hold each of them harmless from, all claims, liabilities, losses, damages, judgments, fines, settlements, costs and expenses (including all legal costs and expenses relating thereto, including reasonable attorney's fees) that may arise out of (i) the acceptance by Republic or Republic's agents of its duties under this Agreement and (ii) acts performed or omitted in respect of the Agreement (1) by Republic or any Republic's agents except for any liability due to ~~Republic's~~ negligence, bad faith or intentional misconduct of Republic or any Republic agent or (2) by County Commissioners on behalf of the "County" or any of its agents for breach of covenants set forth in this Agreement.

- 3.3 Republic shall not be accountable for the use of any Certificates authenticated or registered by it hereunder.
- 3.4 Republic shall be protected in acting under any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the County Commissioners on behalf of the "County". Any action taken by Republic pursuant to this Agreement upon the request or authority or consent of any person who at the time of making such request, or giving such authority or consent is the owner of any Certificate, shall be conclusive and binding upon all future owners of the same Certificate and upon Certificates issued in exchange therefore or in place thereof.
- 3.5 In performing its duties hereunder, Republic shall not be answerable for other than its own gross negligence or willful misconduct.
- 3.6 Republic shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.
- 3.7 Notwithstanding anything elsewhere in this Agreement contained, Republic shall have the right, but shall not be required, to demand, in respect of the registration of any Certificates, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by Republic, deemed desirable for the purpose of establishing the right of the holders to the registration of any Certificates, the withdrawal of any cash or the taking of any other or registration action by Republic, but the resolutions, opinions, certificates and other instrument provided for in the Agreement may be accepted by Republic as conclusive evidence of the facts and conclusions stated therein and shall be full warranty, protection and authority to Republic for the release of property and the withdrawal of cash hereunder.
- 3.8 Before taking any action hereunder Republic may require that a satisfactory indemnity bond or other indemnity satisfactory to Republic be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default by reason of any action so taken.

- 3.9 All monies received by Republic until used or applied or invested as provided in the Certificate documents, shall be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law.

Republic shall have no liability for interest on any monies received hereunder except such as may be agreed upon.

#### ARTICLE IV

##### Charges; Fees; Expenses

- 4.1 The charges, fees or reimbursement for services provided hereunder shall be as follows:

##### First Year

Set-up fee	\$500
Charge per certificate issued	\$2 each
Charge per certificate cancelled	\$1 each
Annual account maintenance	\$500
Issuance of semi-annual interest checks	\$300 per period

##### Subsequent Year

Charge per certificate issued	\$2 each
Charge per certificate cancelled	\$1 each
Annual account maintenance	\$500
Issuance of semi-annual interest checks	\$300 per period
Maturity/redemption fee	\$2 per certificate
Certificate Calls	Based on time and responsibility



**Reimbursable Charges:**

All out-of-pocket expenses for professional services (such as attorneys and accountants), postage, courier services, supplies, telephone, telecommunications (such as telegram or telex), travel, lodging and subsistence at closing, etc. will be billed at cost.

The fees shown herein are intended to be minimum fees, and accordingly are subject to increase if, the circumstances so warrant.

The charge for performing any service not contemplated at the time of the execution of this Agreement, or not of a routine administrative nature, or not specifically covered elsewhere in the Agreement will be determined by appraisal of the particular service and by agreement of the parties.

**ARTICLE V****Resignation; Removal; Amendment; Termination**

- 5.1 (a) Republic may at any time resign as Paying Agent or Registrar under this Agreement by written notice of its election to do so delivered to the County Commissioners, such resignation to take effect upon the appointment as hereinafter provided.
- (b) Republic may at any time be removed by the County Commissioners by written notice of removal delivered to Republic, such removal to be effective upon the appointment of a successor and its acceptance of such appointment as hereinafter provided.
- (c) Any successor shall execute and deliver to its predecessor and to the County Commissioners an instrument in writing accepting its appointment, and thereupon such successor, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor. The predecessor, upon payment of all sums due it and upon the written request of County Commissioners, shall execute and deliver an instrument transferring to the successor all rights and powers of the predecessor under this Agreement.
- (d) Any corporation into or with which Republic may be merged or consolidated shall be the successor of Republic without the execution or filing of any document or any further act.

- 5.2 Any provision of this Agreement may at any time and from time to time be amended by agreement among the "County" and Republic in any respect deemed necessary or desirable by them.
- 5.3 Upon termination of this Agreement, Republic and the "County" shall be discharged from all obligations under this Agreement except for the obligation of the "County" and County Commissioners under Section 3.2 and Article IV.

## ARTICLE VI

### General Provisions

- 6.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Copies of this Agreement shall be filed with Republic and shall be open to inspection during business hours at the corporate office of Republic by any Bondholder.
- 6.2 This Agreement is for the exclusive benefit of the parties hereto, and their respective successors, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person.
- 6.3 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not be effected thereby.
- 6.4 (a) Any notice to be given any of the following parties to this Agreement shall be deemed to have been duly given if personally delivered or sent by first class mail or by telegram or telex confirmed by letter, addressed to the party in the manner and at the address shown below, or at such address as the party has specified in a notice given in accordance with this Section.

TO COUNTY COMMISSIONERS COURT  
TYLER COUNTY, TEXAS:

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TO REPUBLIC:

RepublicBank San Antonio, N.A.  
130 East Travis  
San Antonio, Texas 78205  
Attention: Trust Department

(b) Delivery of a notice sent by first class mail or by telegraph or telex shall be deemed effective at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a telegram or telex message) is deposited, postage prepaid, in a post office letter box.

- 6.5 Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.
- 6.6 This Agreement, and the rights, duties, obligations and immunities of Republic under this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.7 The headings of articles and sections in this Agreement have been inserted for convenience only and are not to be regarded as a part of this Agreement or to have any bearing upon the meaning or interpretation of any provision contained herein.

IN WITNESS WHEREOF, the County Commissioners on behalf of the "County" and Republic have duly executed this Agreement as of the day and year first above set forth.

COUNTY COMMISSIONERS  
TYLER COUNTY

By:

Marilyn K. Riley  
H. K. Low  
Willis Graham  
James L. J. J. J.

(Constituting the Full Court  
of County Commissioners)

REPUBLICBANK SAN ANTONIO, N.A.

By:

Name:

Title:

Jerry D. Edinger  
JERRY D. EDINGER

VICE PRESIDENT & TRUST OFFICER

TR51

CERTIFICATE FOR ORDER

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THE STATE OF TEXAS  
COUNTY OF TYLER

:  
:

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in REGULAR TERM ON THE 10TH DAY OF MARCH, 1986, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Allen Sturrock, County Judge  
Grace Bostick, County Clerk  
Maxie L. Riley

Kenneth Lowe  
Willis Graham  
James R. Jordan

and all of said persons were present, except the following absentees: NDNE

thus constituting a quorum. Whereupon, among other business, the following was transacted at said term: a written ORDER AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: All members of said Commissioners Court shown present above voted "Aye."

NOES: None.

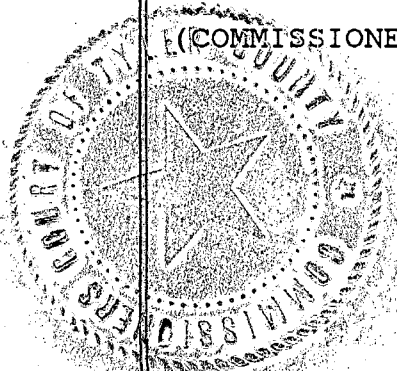
2. That a true, full and correct copy of the aforesaid Order passed at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court's minutes of said Term; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said Term pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Term, and that said Order would be introduced and considered for passage at said Term, and each of said officers and members consented, in advance, to the holding of said Term for such purpose; that said Term was open to the public, and public notice of the time, place and purpose of said Term was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 10th day of March, 1986.

Grace Bostick  
County Clerk

Allen Sturrock  
County Judge

(COMMISSIONERS COURT SEAL)



ORDER  
AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS  
COUNTY OF TYLER

§  
§

WHEREAS, the Commissioners Court deems it advisable to issue Certificates of Obligation in the amount of \$1,800,000 for the purpose of paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and for paying legal, fiscal fees and architectural fees in connection with this project; and

WHEREAS, the Commissioners Court has heretofore, on the 10th day of February, 1986, adopted an order authorizing and directing the to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in the WOODSMAN, which is a newspaper of general circulation in said County, in its issues of February 13, 1986 and February 20, 1986; and

WHEREAS, the County received no petition from the qualified electors of the County protesting the issuance of such Certificates of Obligation.

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Article 2368a.1, V.A.T.C.S.; and

BE IT ORDERED BY THE COMMISSIONERS COURT OF TYLER COUNTY:

Section 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of Tyler County (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$1,800,000 for the purpose of paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and for paying legal, fiscal fees and architectural fees in connection with this project.

Section 2. DESIGNATION OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to this Order shall be designated: "TYLER COUNTY, TEXAS CERTIFICATE OF OBLIGATION, SERIES 1986", and initially there shall be issued, sold, and delivered hereunder a single fully registered certificate of obligation, without interest coupons, payable in installments of principal (the "Initial Certificate of Obligation"), but the Initial Certificate of Obligation may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Certificates of Obligation" as used in this Order shall mean and include collectively the Initial Certificate of Obligation and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL CERTIFICATE OF OBLIGATION. (a) The Initial Certificate of Obligation is hereby authorized to be issued, sold, and

delivered hereunder as a single fully registered Certificate of Obligation, without interest coupons, dated April 1, 1986, in the denomination and aggregate principal amount of \$1,800,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: \_\_\_\_\_ or to the registered assignee or assignees of said Certificate of Obligation or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Certificate of Obligation to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Order.

(b) The Initial Certificate of Obligation (i) may be redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Certificates of Obligation, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Certificate of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Order.

Section 4. INTEREST. The unpaid principal balance of the Initial Certificate of Obligation shall bear interest from the date of the Initial Certificate of Obligation to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Certificate of Obligation, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Order.

Section 5. FORM OF INITIAL CERTIFICATE OF OBLIGATION. The form of the Initial Certificate of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows:

FORM OF INITIAL CERTIFICATE OF OBLIGATION

NO. R-1

\$1,800,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF TYLER  
TYLER COUNTY, TEXAS  
CERTIFICATE OF OBLIGATION  
SERIES 1986

TYLER COUNTY (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

\_\_\_\_\_ or to the registered assignee or assignees of this Certificate of Obligation or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS

in annual installments of principal due and payable on April 1 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1988	\$ 75,000	1995	\$145,000
1989	85,000	1996	155,000
1990	90,000	1997	170,000
1991	100,000	1998	185,000
1992	110,000	1999	205,000
1993	120,000	2000	225,000
1994	135,000		

and to pay interest, from the date of this Initial Certificate of Obligation, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1988
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1989
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1990
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1991
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1993
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1994
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1995
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1996
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1997
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1998
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 1999
- \_\_\_\_\_ % per annum on the above installment of principal due and payable on April 1, 2000

with said interest being payable on April 1, 1987, and semi-annually on each October 1 and April 1 thereafter while this Certificate of Obligation or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Certificate of Obligation are payable to the registered owner hereof through the services of RepublicBank San Antonio, National Association, San Antonio, Texas, which is the "Paying Agent/Registrar" for this Certificate of Obligation. Payment of all principal of and interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Order authorizing the issuance of this Certificate of Obligation (the "Certificate of Obligation Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer

covenants with the registered owner of this Certificate of Obligation that on or before each principal and/or interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Certificate of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION has been authorized in accordance with the Constitution and laws of the State of Texas for the purpose of paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and for paying legal, fiscal fees and architectural fees in connection with this project.

ON APRIL 1, 1996, or on any interest payment date thereafter, the unpaid installments of principal of this Certificate of Obligation may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the prepayment or redemption price of the principal amount thereof, plus accrued interest to the date fixed for prepayment or redemption. At least 30 days prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/ Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Certificate of Obligation or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Certificate of Obligation, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Certificate of Obligation or any portion hereof.

THIS CERTIFICATE OF OBLIGATION, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof



and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Certificates of Obligation, upon the terms and conditions set forth in the Certificate of Obligation Order. Among other requirements for such transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Certificate of Obligation, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Certificate of Obligation or Certificates of Obligation) or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Certificate of Obligation or any portion hereof. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Certificate of Obligation Order, this Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Certificate of Obligation shall have a single stated principal maturity date), upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Order. If this Certificate of Obligation or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Certificate of Obligation or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Certificate of Obligation or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE CERTIFICATE

OF OBLIGATION ORDER, THIS CERTIFICATE OF OBLIGATION IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Certificate of Obligation or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Certificate of Obligation Order. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Certificate of Obligation is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate of Obligation Order that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Certificate of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest and principal come due, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Order, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Order constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the manual signature of the County Judge of the Issuer, countersigned with the manual signature of the County Clerk of the Issuer, and registered with the manual signature of the County Treasurer of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Certificate of Obligation to be dated April 1, 1986.

XXXXX  
County Clerk

XXXXX  
County Judge

REGISTERED:

XXXXX  
County Treasurer

COMMISSIONERS COURT SEAL

FORM OF REGISTRATION CERTIFICATE OF THE  
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXX  
Comptroller of Public Accounts  
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION. Registration and Transfer. (a) The Issuer shall keep or cause to be kept at the principal corporate trust office of RepublicBank San Antonio, National Association, San Antonio, Texas (the "Paying Agent/Registrar") books or records of the registration and transfer of the Certificates of Obligation (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate of Obligation may be transferred in the Registration Books only upon presentation and surrender of such Certificate of Obligation to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Certificate of Obligation, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Certificate of Obligation or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any

Certificate of Obligation or any portion thereof, a new substitute Certificate of Obligation or Certificates of Obligation shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Certificates of Obligation issued and delivered in conversion of and exchange for the Initial Certificate of Obligation shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Order, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Certificate of Obligation or any portion thereof is assigned and transferred or converted the Initial Certificate of Obligation must be surrendered to the Paying Agent/Registrar for cancellation, and each Certificate of Obligation issued in exchange for any portion of the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Certificate of Obligation is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Certificates of Obligation in exchange for the unassigned balance of the Initial Certificate of Obligation in the same manner as if the initial registered owner were the assignee thereof. If any Certificate of Obligation or portion thereof other than the Initial Certificate of Obligation is assigned and transferred or converted each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is exchanged. A form of assignment shall be printed or endorsed on each Certificate of Obligation, excepting the Initial Certificate of Obligation, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Certificates of Obligation or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Certificate of Obligation or Certificates of Obligation, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in case only a portion of a Certificate of Obligation is being assigned and transferred, all in conversion of and exchange for said assigned Certificate of Obligation or Certificates of Obligation or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Certificates of Obligation by any registered owner of a Certificate of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Certificate of Obligation or Certificates of Obligation, but the one requesting such transfer shall pay any

taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Certificate of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Certificates of Obligation. The entity in whose name any Certificate of Obligation shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Order, whether or not such Certificate of Obligation shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate of Obligation shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate of Obligation to the extent of the sum or sums so paid.

(c) Payment of Certificates of Obligation and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, and to act as its agent to convert and exchange or replace Certificates of Obligation, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates of Obligation, and of all conversions and exchanges of Certificates of Obligation, and all replacements of Certificates of Obligation, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Certificate of Obligation issued and delivered pursuant to this Order, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Certificate of Obligation at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Order, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal

amount equal to the unpaid or unredeemed principal balance or principal amount of any Certificate of Obligation or Certificates of Obligation so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Certificate of Obligation is assigned and transferred or converted each substitute Certificate of Obligation issued in exchange for any portion of the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Certificate of Obligation (other than the Initial Certificate of Obligation) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate of Obligation or portion thereof (other than the Initial Certificate of Obligation) is assigned and transferred or converted, each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is being exchanged. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation. The Paying Agent/Registrar shall convert and exchange or replace Certificates of Obligation as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Certificate of Obligation or portion thereof as permitted or required by any provision of this Order shall constitute one of the Certificates of Obligation for all purposes of this Order, and may again be converted and exchanged or replaced. It is specifically provided that any Certificate of Obligation authenticated in conversion of and exchange for or replacement of another Certificate of Obligation on or prior to the first scheduled Record Date for the Initial Certificate of Obligation shall bear interest from the date of the Initial Certificate of Obligation, but each substitute Certificate of Obligation so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Certificate of Obligation was so authenticated, unless such Certificate of Obligation is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Certificate of Obligation the interest on the Certificate of Obligation for which it is being exchanged is due but has not been paid, then such Certificate of Obligation shall bear interest from the date to which such interest has been paid in full. THE INITIAL CERTIFICATE OF OBLIGATION issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in conversion of and exchange for or replacement of any Certificate of Obligation or Certificates of Obligation issued under this Order there shall be printed a certificate, in the form substantially as follows:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Order described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_  
Paying Agent/Registrar

Dated \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the above Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates of Obligation surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Vernon's Ann. Tex. Civ. St. Art. 717k-6, and particularly Section 6 thereof, the duty of conversion and exchange or replacement of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate of Obligation which originally was issued pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Certificates of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates of Obligation, (v) shall have the



characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Order.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Certificates of Obligation that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates of Obligation, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Certificates of Obligation, and with respect to the conversion and exchange of Certificates of Obligation solely to the extent above provided in this Order.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 7. FORM OF SUBSTITUTE CERTIFICATES OF OBLIGATION. The form of all Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Certificates of Obligation, and the Form of Assignment to be printed on each of the Certificates of Obligation, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.



## FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION

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

PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF TYLER  
TYLER COUNTY, TEXAS  
CERTIFICATE OF OBLIGATION  
SERIES 1986

INTEREST RATE    MATURITY DATE    DATE OF ORIGINAL ISSUE    CUSIP NO.  
\_\_\_\_\_    \_\_\_\_\_    April 1, 1986    \_\_\_\_\_

ON THE MATURITY DATE specified above, TYLER COUNTY (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

\_\_\_\_\_ or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

\_\_\_\_\_ and to pay interest thereon from April 1, 1986, to the maturity date specified above, or the date of redemption prior to maturity, with interest being payable on April 1, 1987 and semiannually on each October 1 and April 1 thereafter, at the interest rate per annum specified above; except that if the date of authentication of this Certificate of Obligation is later than March 15, 1987, the first scheduled Record Date for the Initial Certificate of Obligation, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of RepublicBank San Antonio, National Association, San Antonio, Texas, which is the "Paying Agent/Registrar" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Certificates of Obligation (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Certificate of Obligation for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar.

The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of an issue of Certificates of Obligation initially dated April 1, 1986, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,800,000 for the purpose of paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and for paying legal, fiscal fees and architectural fees in connection with this project.

ON APRIL 1, 1996, or on any interest payment date thereafter, the Certificates of Obligation of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity or maturities and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount thereof, plus accrued interest to the date fixed for prepayment or redemption. At least 30 days prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity a written notice of such redemption shall be published once in a financial publication, journal, or reporter of general circulation among securities dealers in The City of New York, New York (including, but not limited to, The Certificate of Obligation Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Certificate of Obligation Reporter). Such notice also shall be sent by the Paying Agent/Registrar by United States mail, first class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate of Obligation to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate of Obligation, and it is hereby specifically provided that the publication of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Certificates of Obligation or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed

for redemption. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate of Obligation Order.

THIS CERTIFICATE OF OBLIGATION OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Certificates of Obligation, upon the terms and conditions set forth in the Certificate of Obligation Order. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate of Obligation shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Certificate of Obligation or Certificates of Obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Certificate of Obligation, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Certificates of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Certificate of Obligation or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying

Agent/Registrar shall not be affected by any notice to the contrary.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate of Obligation Order, this Certificate of Obligation, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Order. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate of Obligation Order that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly voted, authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Order, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation

and the Certificate of Obligation Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the facsimile signature of the County Judge of the Issuer, countersigned with the facsimile signature of the County Clerk of the Issuer, and registered with the facsimile signature of the County Treasurer of the Issuer, has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate of Obligation.

XXXXX  
\_\_\_\_\_  
County Clerk

XXXXX  
\_\_\_\_\_  
County Judge

REGISTERED:

XXXXX  
\_\_\_\_\_  
County Treasurer

COMMISSIONERS COURT SEAL

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Order described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated \_\_\_\_\_

\_\_\_\_\_  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby assigns this Certificate of Obligation to

\_\_\_\_\_  
(Assignee's Social Security or Taxpayer Identification Number)

\_\_\_\_\_  
(print or type Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated \_\_\_\_\_

Signature Guaranteed:  
\_\_\_\_\_

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

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Registered Owner

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Certificate of Obligation in every particular without alteration or enlargement or any change whatsoever.

Section 8. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 9. TRANSFER. That the County Judge and the County Clerk are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 10. DEFEASANCE OF CERTIFICATES OF OBLIGATION.  
 (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate of Obligation") within the meaning of this Order, except to the extent provided in subsection (d) of this Section 10, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and

interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Government Obligations.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/Registrar which is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer.

(c) The term "Government Obligations" as used in this Section, shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

(d) Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION. (a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.



(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Certificates of Obligation duly issued under this Order.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section 11 of this Order shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 6(d) of this Order for Certificates of Obligation issued in conversion and exchange for other Certificates of Obligation.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES OF OBLIGATION; CERTIFICATE OF OBLIGATION COUNSEL'S OPINION, AND CUSIP NUMBERS. The County Judge of the Issuer is hereby authorized to have control of the Initial Certificate of Obligation issued hereunder and all necessary records and proceedings pertaining to the Initial Certificate of Obligation pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Certificate of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Certificate of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Certificate of Obligation. The approving legal opinion of the Issuer's Certificate of Obligation Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Certificate of Obligation or on any Certificates of Obligation issued and delivered in conversion of and exchange or replacement of any Certificate of Obligation, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

Section 13. NO ARBITRAGE. The Issuer covenants to and with the registered owners of the Certificates of Obligation that it will make no use of the proceeds of the Certificates of Obligation at any time throughout the term of this issue of



Certificates of Obligation which, if such use had been reasonably expected on the date of delivery of the Certificates of Obligation to and payment for the Certificates of Obligation by the purchasers, would have caused the Certificates of Obligation to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Issuer is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Issuer further covenants that the proceeds of the Certificates of Obligation will not otherwise be used directly or indirectly so as to cause all or any part of the Certificates of Obligation to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 14. EMERGENCY. It is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Order is passed, such emergency or urgent public necessity being that the proceeds from the sale of the proposed Certificates of Obligation are required as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Vernon's Ann. Texas Civ. St. Article 6252-17.

Section 15. SALE OF INITIAL CERTIFICATE OF OBLIGATION. The Initial Certificate of Obligation is hereby sold and shall be delivered to SCHNEIDER, BERNET & HICKMAN, INC. for cash for the par value thereof and accrued interest thereon to date of delivery. It is hereby officially found, determined, and declared that the Initial Bond has been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Statement dated March 10, 1986, prepared and distributed in connection with the sale of the Initial Bond. Said Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined, and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the governing body of the Issuer.

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**Schneider, Bernet & Hickman, Inc.**

2400 First International Building, Dallas, Texas 75270 (214) 761-5100

Established 1932



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Dealers in Corporate and  
Municipal Bonds

April 10, 1986

VOL: 011 PAGE 669

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

RE: Settlement Date April 16, 1986 for  
\$1,800,000 Tyler County, Texas  
Certificates of Obligation, Series 1986

Dear Judge Sturrock:

Settlement has been set for delivery of the above captioned bonds by the purchaser, Schneider, Bernet & Hickman, Dallas, Texas on April 16, 1986. Our calculation of the bond proceeds is as follows:

Purchase Price at Par.....	\$1,800,000.00
Plus Accrued Interest (4-1-86 to 4-16-86).....	<u>6,180.73</u>
Total Proceeds Due You.....	\$1,806,180.73
	=====

We would recommend that the accrued interest of \$6,180.73 be placed in the Interest and Sinking Fund to assist in payment of the first interest which is due April 1, 1987.

Honorable Judge Allen Sturrock  
Tyler County, Texas  
April 10, 1986  
Page 2

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Settlement will be at the RepublicBank San Antonio, N.A., San Antonio, Texas and instructions have been given to the paying agent/registrar to transfer the bond proceeds to your depository bank by the fastest means available.

Should you have any questions, please contact me at (214) 761-5157.

Very truly yours,



LeAnn Bradfield  
Public Finance Department

LB:tb

cc: Mr. Peter M. Tart, Bond Counsel

Mr. Jerry Edinger, Vice President  
RepublicBank San Antonio, N.A.

Mr. George Cooper, Jr.

Mrs. Kathy Morrill, Operations

\$1,800,000  
 TYLER COUNTY, TEXAS  
 CERTIFICATES OF OBLIGATION, SERIES 1986

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DEBT SERVICE SCHEDULE

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DATE	PRINCIPAL	COUPON	INTEREST	PERIOD TOTAL	FISCAL TOTAL
4/ 1/87			148,337.50	148,337.50	148,337.50
10/ 1/87			74,168.75	74,168.75	
4/ 1/88	75,000.00	9.500000	74,168.75	149,168.75	223,337.50
10/ 1/88			70,606.25	70,606.25	
4/ 1/89	85,000.00	9.500000	70,606.25	155,606.25	226,212.50
10/ 1/89			66,568.75	66,568.75	
4/ 1/90	90,000.00	9.500000	66,568.75	156,568.75	223,137.50
10/ 1/90			62,293.75	62,293.75	
4/ 1/91	100,000.00	9.500000	62,293.75	162,293.75	224,587.50
10/ 1/91			57,543.75	57,543.75	
4/ 1/92	110,000.00	9.500000	57,543.75	167,543.75	225,087.50
10/ 1/92			52,318.75	52,318.75	
4/ 1/93	120,000.00	9.500000	52,318.75	172,318.75	224,637.50
10/ 1/93			46,618.75	46,618.75	
4/ 1/94	135,000.00	7.150000	46,618.75	181,618.75	228,237.50
10/ 1/94			41,792.50	41,792.50	
4/ 1/95	145,000.00	7.300000	41,792.50	186,792.50	228,585.00
10/ 1/95			36,500.00	36,500.00	
4/ 1/96	155,000.00	7.450000	36,500.00	191,500.00	228,000.00
10/ 1/96			30,726.25	30,726.25	
4/ 1/97	170,000.00	7.600000	30,726.25	200,726.25	231,452.50
10/ 1/97			24,266.25	24,266.25	
4/ 1/98	185,000.00	7.750000	24,266.25	209,266.25	233,532.50
10/ 1/98			17,097.50	17,097.50	
4/ 1/99	205,000.00	7.900000	17,097.50	222,097.50	239,195.00
10/ 1/99			9,000.00	9,000.00	
4/ 1/ 0	225,000.00	8.000000	9,000.00	234,000.00	243,000.00
	-----		-----	-----	
	1,800,000.00		1,327,340.00	3,127,340.00	
ACCRUED			6,180.73	6,180.73	
	1,800,000.00		1,321,159.27	3,121,159.27	
	=====		=====	=====	

DATED 4/ 1/86 WITH DELIVERY OF 4/16/86  
 BOND YEARS 16,605.000  
 AVERAGE COUPON 7.994  
 AVERAGE LIFE 9.225  
 V I C & 7.993616 & USING 100.000000

GENERAL CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF TYLER

§  
§

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We, the undersigned officers of said County, hereby certify as follows:

1. That this certificate is executed for and on behalf of said County with reference to the issuance of the proposed TYLER COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1986, dated April 1, 1986, in the principal amount of \$1,800,000.

2. That no litigation of any nature has ever been filed pertaining to, affecting, questioning, or contesting: (a) the ordinance which authorized said County's proposed Certificates of Obligation described in paragraph 1 of this certificate; (b) the issuance, execution, delivery, payment, security or validity of said proposed Certificates of Obligation; (c) the authority of the Commissioners Court and the officers of said County to issue, execute and deliver said Certificates of Obligation; (d) the validity of the corporate existence or boundaries of said County, or (e) the current tax rolls of said County.

3. That the County jail improvements to be financed by these Certificates of Obligation have been approved by the State Jail Standards Commission.

4. That attached there is presently no outstanding tax bond indebtedness of said County.

5. That the currently effective ad valorem tax appraisal roll of said County (the "Tax Roll") is the Tax Roll prepared and approved during the calendar year 1985, being the most recently approved Tax Roll of said County; that the taxable property in said County has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "Texas law"); that the Tax Roll for said year has been submitted to the Commissioners Court of said County as required by Texas law, and has been approved and recorded by said Commissioners Court; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in said County (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of said County has been or will be imposed and levied, is \$428,404,487.

SIGNED AND SEALED this the 10th day of March, 1986.

Grace Bostick  
County Clerk

Walter D. Taylor  
County Judge

Ann Strickland  
County Auditor

(COMMISSIONERS COURT SEAL)

3/04/86

TYLER COUNTY ADULT PROBATION  
MONTHLY WORKLOAD SUMMARY REPORT

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PAGE 1

CHIEF OFFICER: KENNY SIMPSON  
P. O. BOX 967  
TYLER COUNTY COURTHOUSE  
WOODVILLE, TX 75979

TELE NO.: 409-283-5255

DATA ON LAST WORKING DAY OF FEBRUARY 1986	FELONY	MISDMR	TOTAL
A. ADULTS RECEIVING SUPERVISION	139	209	348
B. ADULTS RECEIVING DIRECT SUPERVISION	76	89	165
1. MAXIMUM SUPERVISION	5	6	11
2. MEDIUM SUPERVISION	42	47	89
3. MINIMUM SUPERVISION	29	36	65
C. ADULTS RECEIVING INDIRECT SUPERVISION	63	120	183
1. TEXAS INTRASTATE TRANSFERS	28	36	64
2. TEXAS INTERSTATE TRANSFERS	5	0	5
3. RESIDING AND/OR WORKING IN JURISDICTION	0	0	0
4. ABSCONDERS	7	45	52
5. OTHERS	23	39	62
D. ADULTS RECEIVING PRE-TRIAL RELEASE OR PRE-TRIAL DIVERSION SUPERVISION	0	0	0
E. ADULTS NOW ON SHOCK PROBATION	6	0	6
F. TRANSFERS INTO TEXAS	2	0	2

TRANSACTIONS DURING MONTH OF FEBRUARY 1986	FELONY	MISDMR	TOTAL
G. ADULTS ADDED TO CASELOAD	2	10	12
1. PLACED ON PROBATION BY LOCAL COURTS	1	10	11
2. ADULTS TRANSFERRED IN	1	0	1
3. OTHERS	0	0	0
H. ADULTS SUBTRACTED FROM CASELOAD	0	17	17
I. DISCHARGE OF SUCCESSFUL PROBATIONERS	0	11	11
1. EARLY TERMINATION/DISCHARGE	0	0	0
2. EXPIRATION OF PROBATION	0	11	11
J. DISCHARGE OF UNSUCCESSFUL PROBATIONERS	0	2	2
1. REVOKED AND INCARCERATED AT TDC	0	0	0
2. OTHER REVOCATIONS	0	2	2
3. OTHER NEGATIVE TERMINATIONS	0	0	0
4. REVOCATIONS - LEVEL OF SUPERVISION	0	2	2
A. MAXIMUM SUPERVISION	0	0	0
B. MEDIUM SUPERVISION	0	0	0
C. MINIMUM SUPERVISION	0	0	0
D. OTHERS	0	2	2
K. DISCHARGE BECAUSE OF PROBATIONER'S DEATH	0	0	0
L. ADMINISTRATIVE CLOSURES BY DEPARTMENT	0	4	4
1. RETURN OF COURTESY SUPERVISION	0	4	4
2. OTHER	0	0	0
M. WRITTEN PRE-SENTENCE INVESTIGATION	0	0	0

CERTIFICATION:

CHIEF PROBATION OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

DISTRICT JUDGE: \_\_\_\_\_

DATE: \_\_\_\_\_

TYLER COUNTY ADULT PROBATION  
 JUDGE'S PROBATIONER ACTIVITY REPORT

END OF FEBRUARY 1986

PROBATIONER DISTRIBUTION BY OFFENSE

OFFENSE CODE	DESCRIPTION	# PROBATIONERS	PERCENT
0		348	100.0
900	CRIMINAL HOMICIDE	4	1.1
999	ATTEMPTED MURDER	1	.3
1000	KIDNAPPING		
1100	SEXUAL ASSAULT	2	.6
1200	ROBBERY	3	.9
1300	ASSAULT	10	2.9
1400	ABORTION		
1601	UNLAWFUL USE OF CRIMINAL INSTRUMENT		
2000	ARSON	1	.3
2100	EXTORTION		
2200	BURGLARY	41	11.8
2300	THEFT	26	7.5
2400	VEHICLE THEFT	1	.3
2411	UNAUTHORIZED USE OF MOTOR VEHICLE	4	1.1
2500	FORGERY	10	2.9
2600	FRAUD	1	.3
2605	CREDIT CARD ABUSE		
2606	WORTHLESS CHECK		
2700	EMBEZZLEMENT		
2800	STOLEN PROPERTY	1	.3
2900	CRIMINAL MISCHIEF	2	.6
3500	CONTROLLED SUBSTANCES	52	14.9
3600	SEX OFFENSES	1	.3
3700	OBSCENITY	3	.9
3800	OFFENSES AGAINST THE FAMILY	2	.6
3899	CIVIL PROBATION-NON-PAYMENT OF CHILD SUPPORT		
3900	GAMBLING		
4000	PROSTITUTION		
4100	LIQUOR VIOLATIONS	1	.3
4800	OBSTRUCTING THE POLICE	2	.6
4900	FLIGHT-ESCAPE		
5000	OBSTRUCTING OFFICIAL PROCEEDING & PERJURY	2	.6
5012	PROBATION VIOLATION		
5100	BRIBERY & CORRUPT INFLUENCE		
5200	WEAPONS OFFENSE	4	1.1
5300	PUBLIC PEACE	5	1.4
5400	TRAFFIC OFFENSE	16	4.6
5403	DUID		
5404	DWI	152	43.7
5499	SALE OF ALCOHOLIC BEVERAGE	1	.3
5700	CRIMINAL TRESPASS		
7300	PUBLIC ORDER CRIMES		

TOTAL # PROBATIONERS: 348

3/04/86

TYLER COUNTY ADULT PROBATION  
 JUDGE'S PROBATIONER ACTIVITY REPORT

PAGE 7

END OF FEBRUARY 1986

## AVERAGE PROBATION ASSESSMENT DISTRIBUTION

OFFENSE CODE	DESCRIPTION	AVERAGE PROBATION TERM	
		MISDEMEANOR (MONTHS)	FELONY (YEARS)
900	CRIMINAL HOMICIDE		8
999	ATTEMPTED MURDER		10
1100	SEXUAL ASSAULT		7
1200	ROBBERY		5
1300	ASSAULT	12	7
2000	ARSON		4
2200	BURGLARY		6
2300	THEFT	9	5
2400	VEHICLE THEFT		7
2411	UNAUTHORIZED USE OF MOTOR VEHICLE		6
2500	FORGERY		5
2600	FRAUD		5
2800	STOLEN PROPERTY		5
2900	CRIMINAL MISCHIEF	12	7
3500	CONTROLLED SUBSTANCES	9	5
3600	SEX OFFENSES		10
3700	OBSCENITY		8
3800	OFFENSES AGAINST THE FAMILY	6	6
4100	LIQUOR VIOLATIONS	24	
4800	OBSTRUCTING THE POLICE	12	3
5000	OBSTRUCTING OFFICIAL PROCEEDING & PERJURY		9
5200	WEAPONS OFFENSE	12	2
5300	PUBLIC PEACE	6	
5400	TRAFFIC OFFENSE	7	
5404	DWI	15	3
5499	SALE OF ALCOHOLIC BEVERAGE	24	
NUMBER OF CASES PROBATED:		217	139
CUMMULATIVE PROBATION ASSESSED:		2,993	863



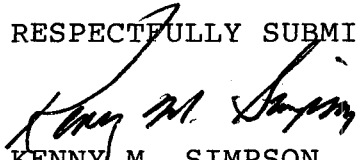
## JUVENILE PROBATION REPORT FEBRUARY 86

BEGINNING NUMBER OF JUVENILES	14
NEW CASES THIS MONTH	3
TERMINATIONS	3
TOTAL NUMBER OF JUVENILES	14
JUVENILE CONTACTS THIS MONTH	28
PERSON	16
FIELD	11
COURT	1

## COMMUNITY SERVICE REPORT

There were two community service workers that completed 320 hours work for Warren I.S.D.

RESPECTFULLY SUBMITTED,

  
KENNY M. SIMPSON  
PROBATION OFFICER

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      -REF. #      TOTAL POSTED

## GENERAL FUND

VOL 011 PAGE 677

## COMM. COURT APPROPRIATIONS

1040105	WORKERS COMPENSATION DET WORKERS COMPENSATION JURY ACCOUNT	24396	877.66
1040855	COURT APPOINTED ATTORNEYS SMITH, JOE R., ATTY. SMITH, JOE R., ATTY. SMITH, JOE R., ATTY. SMITH, JOE R., ATTY. SMITH, JOE R., ATTY. CLARK, JAMES A., ATTY. CLARK, JAMES A., ATTY.	24397 24398 24399 24400 24401 24402 24403	400.00 450.00 500.00 350.00 450.00 200.00 200.00
1040861	PETIT JURORS BROWN, PATRICIA, DIST. C. JUSTICE-OF-PEACE, PCT. I	24404	840.00
1041111	CAR ALLOWANCE BRASHER, WANDA J. JUSTICE-OF-PEACE, PCT. II	24405	157.50
1041211	OFFICE & CAR ALLOWANCE JAMES, GRADY JUSTICE-OF-PEACE PCT. III	24406	157.50
1041311	OFFICE & CAR ALLOWANCE DAVIS, JIMMY W. JUSTICE-OF-PEACE, PCT. IV	24407	157.50
1041411	OFFICE & CAR ALLOWANCE DRAKE, ROY C. COUNTY JUDGE	24408	157.50
1042111	CAR ALLOWANCE STURROCK, JOHN ALLEN	24409	350.00
1042112	TRAINING & EDUCATION, MILEAGE STURROCK, JOHN ALLEN SHERIFF DEPARTMENT	24410	161.99
1042611	CAR ALLOWANCE & EXPENSE FOWLER, LEON	24411	400.00
1042624	TRAVEL & EDUCATION FOWLER, LEON	24412	44.02

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. #

TOTAL POSTED

## GENERAL FUND

## CONSTABLES

VOL 011 PAGE 678

1042811	CAR ALLOWANCE		
	YOUNG, JOHN	24413	150.00
	CLAMON, LYNN	24414	150.00
	CREWS, JAMES H.	24415	150.00
	GILCHRIST, ARTHUR G.	24416	150.00
	HEALTH & SANITATION		
1043622	COUNTY HEALTH OFFICER		
	GILCHRIST, JOHN Q., M.D.	24417	200.00
	SENIOR CITIZENS OFFICE		
1043712	TRAINING & EDUCATION		
	WHIGHAM, IRIS	24418	28.32
	WHIGHAM, IRIS	24419	29.53
1043738	UTILITIES		
	CITY OF WOODVILLE	24420	101.95
	COUNTY EXTENSION OFFICE		
1043910	CAR ALLOWANCE-HOME		
	MARQUISS, JANIE	24421	125.00
1043911	CAR ALLOWANCE-FARM		
	ARMENTROUT, ROBERT D.	24422	125.00
1043924	OUT-OF-COUNTY TRAVEL, FARM		
	ARMENTROUT, ROBERT D.	24423	354.82
	TYLER COUNTY AIRPORT		
1044138	UTILITIES		
	SAM HOUSTON ELECTRIC CO	24424	243.24
	BUILDING MAINTENANCE		
1044238	COURTHOUSE UTILITIES		
	GULF STATES UTILITIES	24425	851.52

TOTAL CREDIT TO A/P

8,513.05-

REF. # 24426

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

ROAD & BRIDGE I

PERSONAL SERVICES

VOL 011 PAGE 679

2144805	WORKERS COMPENSATION		
	DET WORKERS COMPENSATION	24427	292.55
	OPERATING EXPENSES		

2145136	TRUCK ALLOWANCE		
	RILEY, MAXIE	24428	400.00

TOTAL CREDIT TO A/P	692.55-	REF. # 24429	
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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

ROAD & BRIDGE II

PERSONAL SERVICES

VOL 011 PAGE 680

2244805 WORKERS COMPENSATION  
      DET WORKERS COMPENSATION      24430      260.08  
      OPERATING EXPENSES

2245136 TRUCK ALLOWANCE  
      LOWE, KENNETH      24431      400.00

TOTAL CREDIT TO A/P      660.08-      REF. # 24432

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

ROAD & BRIDGE III

PERSONAL SERVICES

2344805 WORKERS COMPENSATION  
DET WORKERS COMPENSATION      24433      238.13  
OPERATING EXPENSES

2345136 TRUCK ALLOWANCE  
GRAHAM, WILLIS T.      24434      400.00

TOTAL CREDIT TO A/P      638.13-      REF. # 24435

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GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 6

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

ROAD & BRIDGE IV

PERSONAL SERVICES

2444805 WORKERS COMPENSATION  
DET WORKERS COMPENSATION 24436 319.87  
OPERATING EXPENSES

2445136 TRUCK ALLOWANCE  
JORDAN, JAMES R. 24437 400.00

TOTAL CREDIT TO A/P 719.87- REF. # 24438

VOL 011 PAGE 682

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. # TOTAL POSTED

## GENERAL REVENUE SHARING

## CONSERVATION:

3047126	RURAL FIRE PROTECTION		
	CHESTER VOL. FIRE DEPT.	24439	125.00
	DAM B VOL. FIRE DEPT.	24440	125.00
	FRED VOL. FIRE DEPARTMENT	24441	125.00
	SPURGER VOL. FIRE DEPT.	24442	125.00
	IVANHOE VOL. FIRE DEPT.	24443	125.00
	WOODVILLE VOL. FIRE DEPT.	24444	125.00
	WILDWOOD VOL. FIRE DEPT.	24445	125.00
	COLMESNEIL VOL. FIRE DEPT	24446	125.00
	WARREN VOL. FIRE DEPT.	24447	125.00

## MISCELLANEOUS:

3049210	MH-MR CONTRIBUTION		
	DEEP EAST TEX. MH-MR	24448	7609.00

TOTAL CREDIT TO A/P	8,734.00-	REF. # 24449	
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3/07/86

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 8

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

REV. SHARING, SOLID WASTE

OPERATING EXPENSES

3545105	WORKERS COMPENSATION		
	DET WORKERS COMPENSATION	24450	153.81

TOTAL CREDIT TO A/P	153.81-	REF. # 24451	
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VOL 011 PAGE 684

3/07/86

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 9

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. #

TOTAL POSTED

ADULT PROBATION FUND

OPERATING EXPENSES

VOL 011 PAGE 685

5345111 PER DIEM

MCBRIDE, MARY E.

24452

115.08

TOTAL CREDIT TO A/P

115.08-

REF. # 24453

3/07/86

## GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 10

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. #

TOTAL POSTED

## JUVENILE PROBATION FUND

## OPERATING EXPENSES

VOL 011 PAGE 686

5445105	WORKERS COMPENSATION DET WORKERS COMPENSATION	24454	9.03
5445112	TRAINING & EDUCATION ODOM, RANDAL	24455	233.96
5445120	MONTHLY CAR ALLOW ODOM, RANDAL	24456	150.00
	MCBRIDE, MARY E.	24457	100.00
	SIMPSON, KENNY	24458	100.00

TOTAL CREDIT TO A/P

592.99-

REF. # 24459

# WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS  
PALO ALTO • VALLEY FORGE

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Tyler } ss

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 42-OFF- 67324

That we, Debbie Pittman, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto' District Clerk, his successors in office,

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

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

Dated this 10th day of February, 1986.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 10th day of February, 1986,

duly appointed to the office of Deputy Dist. Clerk for a term of        year (Elected-Appointed)

beginning the 10th day of Feb. 1986 and ending the 31st day of December 1986,

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~~

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

*Debbie Pittman*

Principal

WESTERN SURETY COMPANY

By *B. J. Neelhaug*  
Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Tyler } ss

Before me, Jennifer Gregory on this day, personally appeared

Debbie Pittman, 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 10th day of February, 1986.

*Jennifer Gregory*

Jennifer Gregory

Tyler County, Texas

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

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

OATH OF OFFICE  
(General)

I, Debbie Pittman, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy District Clerk 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 Debbie Pittman

Sworn to and subscribed before me at Woodville, Texas, this 10th day of March, 1986.

Grace Bostick  
GRACE BOSTICK

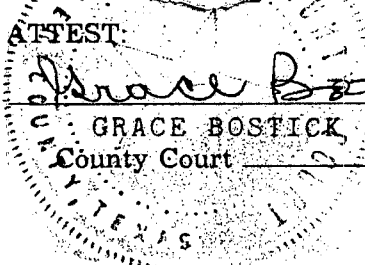
SEAL \_\_\_\_\_ Tyler County, Texas

THE STATE OF TEXAS }  
County of Tyler } ss

The foregoing bond of Debbie Pittman as Deputy County Clerk 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 March 10, 1986  
Allen Sturrock County Judge,  
ALLEN STURROCK  
Tyler County, Texas



County of Tyler } SS

I, GRACE BOSTICK, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 10th day of February, 1986, with its certificates of authentication, was filed for record in my office the 10th day of March, 1986, at 12:30 o'clock P M., and duly recorded the 3rd day of April, 1986, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume 9, on page 258.

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  
GRACE BOSTICK

Clerk

By \_\_\_\_\_ 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	\$15,000.- 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.

CORPORATE BOARD OF DIRECTORS RESOLUTION

STATE OF: TEXAS

VOL **011** PAGE **691**

COUNTY OF: TYLER

On the 10<sup>th</sup> day of March, 1986, at a meeting of the Board of Directors of TYLER COUNTY COMMISSIONER'S COURT, a Corporation, held in the City of WOODVILLE County, TYLER

with a Quorum of the Directors present, the following business was conducted:

It was duly moved and seconded that the following Resolution be adopted.

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize JUDGE ALLEN STURROCK and his/her successors in office to negotiate on terms and conditions that he/she may deem advisable, a contract or contracts with the Deep East Texas Council of Governments-Area Agency on Aging, and to execute said contract or contracts on behalf of the Corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, or renew said contract.

The above Resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of COMMISSIONER'S COURT held on the

10<sup>th</sup> day of March, 1986.

x Wace Bastick  
Secretary tylercounty clerk

(The Director's Resolution gives authorization to submit the attached application and to have authority to negotiate the said contract.)



NOTICE TO BIDDERS

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

- 10 - cases 12" x 8½" Computer Paper
- White Register Bond - No Lines
- 18# Paper
- Perforated @ line holes

Sample Enclosed

*FOB - Woodville*

Will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/pm, on February 10, \_\_\_\_\_ day of Monday, 19 86 at which time and place all bids received shall be opened and read.

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

GRACE BOSTICK  
County Clerk  
Tyler County, Texas

SEAL

TO WHOM IT MAY CONCERN:

Our bid for the 10 cases 12" x 8½" Computer Paper, White Registered Bond-No Lines, 18# Paper, Perforated @ line holes: \$28.50 per case of 2,850 sheets of paper, which averages out to \$.01 per sheet. These prices are effective through July 31, 1986.

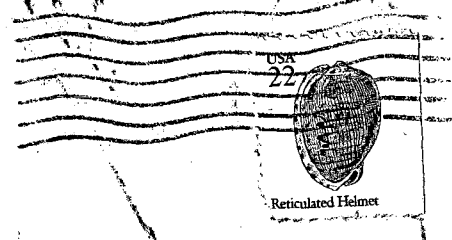
We appreciate the opportunity of serving you.

Sincerely yours,

Gaylon Wright  
THE SOURCE  
P. O. Box 448  
Diboll, TX 75941



THE SOURCE  
P.O. Box 448  
Lufkin, TX 75941



2:10 PM

FEB 06 1986

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: *Wanda Johnston*

WANDA JOHNSTON

County Auditor  
100 Court House  
Woodville, TX 75979

VOL 011 PAGE 693

Opened by Auditor by mistake.

## QUOTATION

 Sunbelt Business Forms, Inc.

P. O. Box 2099

Nacogdoches, Texas 75963-2099

409-564-2975

OFFICE:

2016 N.E. STALLINGS DR.  
NACOGDOCHES, TEX. 75961TO: COUNTY AUDITOR  
100 COURTHOUSE  
WOODVILLE, TX. 75979

DATE 02/03/86

F.O.B. WOODVILLE

APPROX. MFG.  
TIME 1 WEEK

1. All custom printed orders are subject to a 10% overrun or underrun.
- ~~2. Freight will be prepaid as a convenience and added to our invoice.~~
3. The approximate ship date is shown above, advise us immediately if special service is needed.
4. Per M indicates per thousand forms.

QTY	DESCRIPTION	PRICE
10	CASES 12 X 8 1/2 1PT BLANK 18# PAPER	23.02/per case

PER SAMPLE ----- FREIGHT IN PRICE. 2800 FORMS PER CASE



JOHN DEBENPORT

NOTICE TO BIDDERS

VOL 011 PAGE 695

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

10 cases 8½" x 12" White Register Bond - No Lines  
Perforated at Line Holes  
18# Paper

F.O.B. Woodville

Will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/pm on February 10, \_\_\_\_\_ day of Monday, 1986 at which time and place all bids received shall be opened and read.

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

GRACE BOSTICK  
County Clerk  
Tyler County, Texas

SEAL

**Sunbelt Business Forms, Inc.**  
Nacogdoches, Texas 75963-2099  
P. O. Box 2099

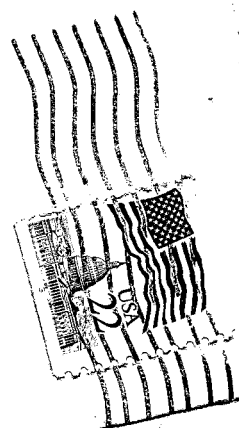
**011 PAGE 696**

**VOL 10A**

OPENING DATE: 10:00 A.M.  
02/10/86

COUNTY ADITOR  
100 COURTHOUSE  
WOODVILLE, TX. 75979

NACOGDOCHES, TX  
FEB 4  
PM  
1986  
7:46



3:50 PM

FEB 05 1986

GRACE ROSTICK, COUNTY CLERK  
TEASDALE COUNTY, TEXAS  
*Grace Rostick*



# MORGAN BUSINESS FORMS, INC.

3727 DILIDO - SUITE 138 • DALLAS, TEXAS 75228 • (214) 321-2689  
HJ

VOL 011 PAGE 697

Jan. 31, 1986

Tyler County, Texas  
100 Court House  
Woodville, Texas 75979

Attn: Grace Bostick

Thank you for the opportunity to quote on the 10 cases of computer paper. (A copy of your quotation request is attached. Our Item # on this paper is 6280HSPP and it is packed 2600 per case and the wt. of each case is 28 lbs.

I would like to quote this form to you in two separate quantities.

1st. quoting on 10 cases per your request. Your cost per thousand would be 6.87 per M--However there is a \$23.50 handling charge for less than 25 cases.

Now quoting on 25 cases where there is no handling charge: your cost would be 6.87 per M without any handling charge.

I am unable to quote F.O.B. destination because of the various ways the freight companies handle freight these days. Sometimes there is an inside delivery charge and sometimes not and we never know until we receive the freight bill; Since we sell the stock forms on such low profit margin we might well lose all the profit on a job just because of pre quoting the freight charges.

The last record we have of selling you these forms was in Oct. of 1984. At that time the cost per M was 7.87 per each order of 25 cases. Now the price is 6.87 per M as quoted above. This is a one dollar per M savings and that is only a price reduction or restructuring of prices from our supplier. Our mark up remains the same. (Note: The freight charge on the Oct. 1984 shipment of 25 cases was \$45.71.

If I can furnish any further information in regard to this quote, let me hear from you. We appreciate your business.

Sincerely

*Ros Morgan*  
Ros Morgan

ORIG. JCT. POINT

DEST. JCT. POINT

NUMBER AND DATE

INTERSTATE

SHIPPER'S OR GBL NO.

DATE

ORIG. JCT. POINT

DEST. JCT. POINT

INTERSTATE

SHIPPER'S OR GBL NO.

DATE

ORIG. JCT. POINT

DEST. JCT. POINT

INTERSTATE

SHIPPER'S OR GBL NO.

DATE

CONSIGNEE  
COUNTY OF TYLER THE  
100 COURTHOUSE  
ATTN/ ANN FUNDREN  
WOODVILLE TX 75974

SHIPPER  
5900000000

MORGAN BUSINESS FORMS  
3727 DILIDO / SUITE 130  
DALLAS TX 75228  
EXIT DENSON TX 75020

7200000000

NO. PCS.	HM	COMM. CODE	DESCRIPTION OF ARTICLES AND MARKS	WEIGHT	RATE	CHARGES
25			CTNS PAPER COMPUTING MACHINE TC40	700	6.53	45.71
25			* TOTAL CHARGES ---- PREPAID WE CARE ABOUT YOU AND YOUR FREIGHT	700		45.71 PPS

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CHECK ONE OF THE FOLLOWING

CASH RECEIVED

CHECK RECEIVED

PAYMENT NOT RECEIVED ORIGINAL RETURNED

PAYMENT NOT RECEIVED ORIGINAL LEFT WITH CONSIGNEE

UNDELIVERED FREIGHT RETURNED

DALLAS  
FEB-4'86  
TEX.  
P.B. METER  
1302302  
0.22



**MORGAN BUSINESS FORMS, INC.**  
3727 DILIDO - SUITE 148 • DALLAS, TEXAS 75228

**POSTAGE DUE**

VOL 011 PAGE 699

CLAIM CHECK NO
670922
<input type="checkbox"/> HOLD
DATE
2-7
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849-A Oct. 1980

**First Class Mail**

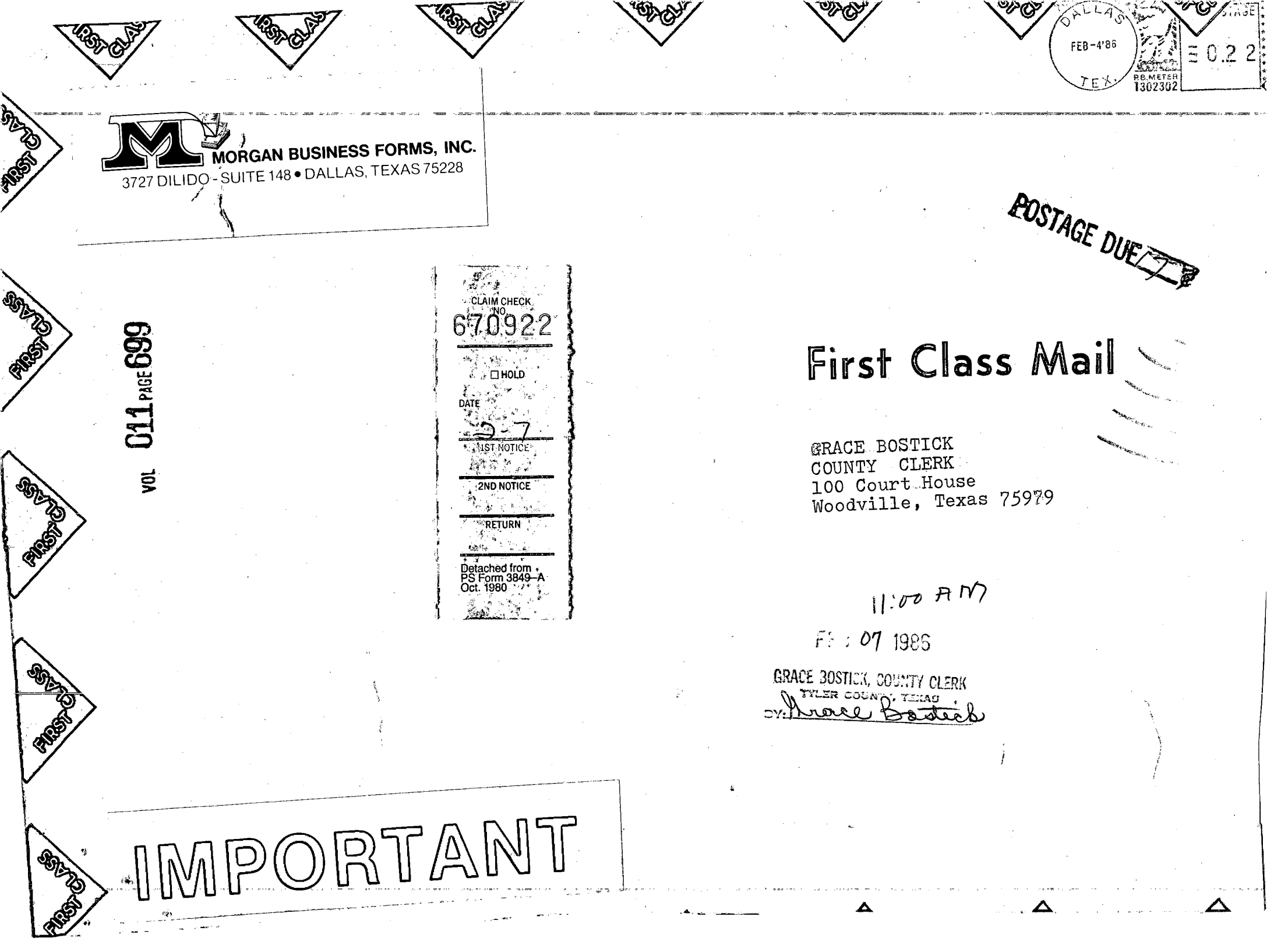
GRACE BOSTICK  
COUNTY CLERK  
100 Court House  
Woodville, Texas 75979

11:00 AM

FEB 07 1986

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

**IMPORTANT**



NOTICE TO BIDDERS

VOL 011 PAGE 700

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

10 - cases 12" x 8½" Computer Paper  
White Register Bond - No Lines  
18# Paper  
Perforated @ line holes

Sample Enclosed

*F.O.B. - Woodville.*

Will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/pm, on February 10, Monday day of Monday, 19 86 at which time and place all bids received shall be opened and read.

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

GRACE BOSTICK  
County Clerk  
Tyler County, Texas

SEAL

*Aries Paper and Chemical Inc  
P.O. Box 1864  
Lake Charles, LA 70602*

*12 x 8½ Computer paper Blank 18# paper  
Perforated Line Holes 8/22.25 a Case Delivered.  
2,600 Sheets per Case, James W. Gutter*



P. O. BOX 1864 / LAKE CHARLES, LA. 70602

*Price Paper & Chemicals, Inc.*



*Bid opening*

*10:00AM 2/20/86*

*County of Tyler  
Office of County Clerk  
Woodville TX*

*755979*

*FEB 10 1986*

*11:30 AM*

GRACE BUSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY *Mildred Bechtel*

## NOTICE TO BIDDERS

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

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GRACE BOSTICK  
 County Clerk  
 Tyler County, Texas

SEAL

*BANCROFT PAPER & CHEMICAL INC  
 NEDERLAND, TEXAS*

*Regarding ABOVE QUOTE REQUEST*

*\$27.07 per case*

*I thank you  
 [Signature]*

VOL 011 PAGE 703

*Bid for Computer paper*

11:30 AM

FEB 1 1995

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: *Grace Bostick*

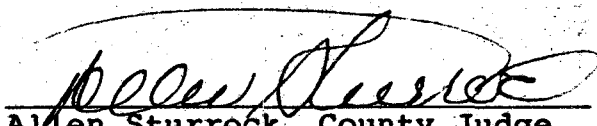
NOTICE OF TIME AND PLACE OF MEETING  
COMMISSIONERS COURT  
TYLER COUNTY, TEXAS

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

NOTICE is hereby given that Commissioners Court will hold it's  
REGULAR meeting on MONDAY, MARCH 10 19 86 at 10:00 A.M.  
in the Commissioners Courtroom, First Floor, Tyler County Courthouse

A G E N D A

1. APPROVE COUNTY EXTENSION MONTHLY REPORT.
2. APPROVE COUNTY TREASURERS MONTHLY REPORT.
3. APPROVE COUNTY AUDITORS MONTHLY REPORT.
4. APPROVE PROBATION REPORT.
5. APPROVE COUNTY AUDITORS REQUEST FOR MONTHLY ALLOWANCES & TRAVEL.
6. APPROVE BOND FOR DEBBI PITTMAN IN DISTRICT CLERKS OFFICE.
7. PAT HARDY, REQUEST TO ATTEND SEMINAR.
8. AUTHORIZE COMMISSIONER WILLIS GRAHAM AND JUDGE ALLEN STURROCK TO CONTRACT ON HISTORICAL SITE.
9. CONSIDER AND TAKE ACTION WITH REGARD TO AN ORDER TO ISSUE TYLER COUNTY CERTIFICATES OF OBLIGATION.
10. CONSIDER CONTRACT WITH DETCOG FOR 1986-87 FUNDING.
11. OPEN BIDS ON COMPUTER PAPER.
12. GRANT PERMISSION FOR INDUSTRIAL FOUNDATION TO PUT UP SIGN ON INDUSTRIAL ROAD NORTH OF WOODVILLE.

  
Allen Sturrock, County Judge  
Tyler County, Texas

8:30 A.M.  
MAR 07 1986  
GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: 