

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
MARCH 20, 1989--- 10:00 A.M.

THE STATE OF TEXAS

VOL. 17 PAGE 807

COUNTY OF TYLER ON THIS THE 20th DAY OF MARCH, A.D.1989

the Commissioner's Court in and for Tyler County, Texas convened in a Special Meeting at the Commissioner's Courtroom in Woodville, Texas, the following members of the Court present, to wit:

JEROME OWENS	COUNTY JUDGE, Presiding
MAXIE L. RILEY	COMMISSIONER, PCT.#1
A.M. BARNES	COMMISSIONER, PCT.#2
JERRY MAHAN	COMMISSIONER, PCT.#3
JAMES R. JORDAN	COMMISSIONER, PCT.#4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

the following were absent: none thereby constituting a quorum.
In addition to the above were:

JANIE LISS	COUNTY AUDITOR
JEAN PHILLIPS	COUNTY TREASURER
GARY HENNIGAN	COUNTY SHERIFF
BARBARA TOLBERT	TAX ASSESSOR/COLLECTOR

The invocation was delivered by Tom Sturdivant,
Hospital Administrator.

Sheriff Hennigan reported that he was in the process of landscaping the Justice Center. Also reported was his use of a dog for drugs that would not be an expense to the county other than the cost of certification.

The County Auditor made the Court aware that the law provides allowance for only one notary per department unless otherwise approved by the Commissioners' Court. A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve paying the bills as submitted by the County Auditor and to approve the budget amendments allowing purchase of two radars for D.P.S. and allowance of insurance for the Tyler County Airport. All voted yes and none no. SEE ATTACHED GENERAL LEDGER DISTRIBUTION REGISTER AND BUDGET AMENDMENTS.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve payment of notary bonds for two additional notaries for the Sheriff's department (total-6) and two notaries for the Tax Office. All voted yes and none no. SEE ATTACHED INVOICE.

Commissioner Barnes called attention toward a single fund for sanitary landfills. This will be reviewed further. No action was taken.

Commissioner Jordan made a motion to appoint the commissioners to the Tyler County Fire District #1 as follows:

O.B. Johnson	2 year term
Dale Sellers	2 year term
John English	2 year term
Joe Chapman	1 year term
Robert Mott	1 year term

These commissioners will serve for the designated period or until a successor has been appointed. Commissioner Barnes seconded this motion. All voted yes and none no.

Bill Jefferson proposed a savings to the County concerning long distance service, and telephone lease rentals. He offered 20¢

----- G.L. ACCT. # / DESCRIPTION -----	REF. #	TOTAL POSTED
ROAD & BRIDGE III		
PERSONAL SERVICES		
2344805 WORKERS COMPENSATION		
DET WORKERS COMPENSATION	64074	711.11
OPERATING EXPENSES		
2345128 MACHINERY MAINTENANCE		
BOYKIN LUMBER & SUPPLY	64075	106.77
BARRETT MACK SALES	64076	1720.65
C & B REPAIR SERVICE	64077	1817.20
EECO	64078	146.86
JIMMYS AUTO PARTS	64079	168.54
JASPER MACK SALES & SERV.	64080	1442.25
MUSTANG TRACTOR	64081	965.06
SULLIVANS HARDWARE	64082	25.21
TIMBERMANS SUPPLY	64083	59.91
WHEELER TRUCK BODY EQUIP.	64084	98.27
BIG THICKET COMMUNICAT.	64085	72.00
2345129 GAS, OIL, GREASE		
GARDNER OIL CO., J.E.	64086	758.46
TEXAS WATER COMMISSION	64087	25.00
WAL-MART STORE #01-0288	64088	49.62
2345130 TIRES, TUBES		
COLLINS TIRE	64089	25.00
COLLINS TIRE	64090	217.90
COLLINS TIRE	64091	35.00
JASPER TIRE & DISTRIBUTIN	64092	1608.88
2345132 ROAD MATERIAL		
KIRBY FOREST INDUSTRIES	64093	150.00
TRIPLE S. CRUSHED STONE	64094	339.00
TRIPLE S. CRUSHED STONE	64095	128.24
2345135 UTILITIES		
CONTEL OF TEXAS, INC.	64096	136.53
GULF STATES UTILITIES	64097	222.71
SOUTHWESTERN BELL TELE CO	64098	1.49
SOUTHWESTERN BELL TELE CO	64099	7.95
SHELBY LP GAS COMPANY	64100	20.00
2345140 MISCELLANEOUS SUPPLIES		
CREWS WELDING SERVICE	64101	25.00
OFFICE SUPPLY CENTER	64102	13.18
ROGERS OFFICE SUPPLY	64103	19.75
CAPITAL OUTLAY		
2345345 PURCHASE OF EQUIPMENT		
COLMESNEIL I.S.D.	64104	75.00
JOHN WALKER	64105	882.50

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GENERAL LEDGER DISTRIBUTION REGISTER

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----- G.L. ACCT. # / DESCRIPTION -----	REF. #	TOTAL POSTED
ROAD & BRIDGE III		
CAPITAL OUTLAY		
RADIO SHACK	64106	49.93
TEXAS TIMBERJACK	64107	208.70
TOTAL CREDIT TO A/P	REF. # 64108	12,333.67-

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----- G.L. ACCT. # / DESCRIPTION -----	REF. #	TOTAL POSTED
ROAD & BRIDGE IV		
PERSONAL SERVICES		
2444805 WORKERS COMPENSATION DET WORKERS COMPENSATION OPERATING EXPENSES	64109	571.86
2445128 MACHINERY MAINTENANCE		
A-Z DISCOUNT AUTO PARTS	64110	32.38
DURHAM AUTO ELECTRIC	64111	227.20
EAST TEX. MILL SUPPLY	64112	13.04
GULF WELDING	64113	25.00
GEORGE P. BANE, INC.	64114	2871.69
KNAPP FORD SALES, INC.	64115	11.57
BIG THICKET COMMUNICAT.	64116	72.00
2445129 GAS, OIL, GREASE		
GARDNER OIL CO., J.E.	64117	819.06
TEXAS WATER COMMISSION	64118	25.00
2445132 ASPHALT & ROAD OIL		
DURRETT TRUCKING	64119	112.00
TRIPLE S. CRUSHED STONE	64120	212.84
2445135 UTILITIES		
SOUTHWESTERN BELL TELE CO	64121	23.62
SOUTHWESTERN BELL TELE CO	64122	7.95
TYLER COUNTY WATER SUPPLY	64123	18.50
2445140 MISCELLANEOUS SUPPLIES		
PREMIUM SUPPLY CO., INC.	64124	363.40
TOTAL CREDIT TO A/P	5,407.11-	REF. # 64125

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GENERAL LEDGER DISTRIBUTION REGISTER

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**	G.L. ACCT. # / DESCRIPTION	**	REF. #	TOTAL POSTED
	SANITARY LANDFILL			
	PERSONAL SERVICES			
3744805	WORKER'S COMPENSATION DET WORKERS COMPENSATION OPERATING EXPENSES	64126		191.58
3745132	GAS, OIL, GREASE GARDNER OIL CO., J.E.	64127		325.30
3745140	MISCELLANEOUS SUPPLIES SULLIVANS HARDWARE	64128		5.97
TOTAL CREDIT TO A/P	522.85-	REF. # 64129		

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

SENIOR CITIZENS FUND

PERSONAL SERVICES

4944805	WORKER'S COMPENSATION DET WORKERS COMPENSATION	64130	41.20
4944838	CONTRACT LABOR DONALD DICKEY OPERATING EXPENSES	64131	28.20
4945130	REPAIRS TO MINI-BUS MODICA BROS.	64132	216.84
4945132	GAS, OIL, GREASE JACKSONS PETROLEUM PRODS.	64133	213.74
4945138	UTILITIES SOUTHWESTERN BELL TELE CO	64134	71.35

TOTAL CREDIT TO A/P 571.33- REF. # 64135

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

ADULT PROBATION FUND
OPERATING EXPENSES

5345107 OFFICE SUPPLIES		
ROGERS OFFICE SUPPLY	64136	161.46
WAL-MART STORE #01-0288	64137	49.41
5345109 TELEPHONE		
SOUTHWESTERN BELL TELE CO	64138	52.76

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TOTAL CREDIT TO A/P 263.63- REF. # 64139

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GENERAL LEDGER DISTRIBUTION REGISTER

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

JUVENILE PROBATION FUND
OPERATING EXPENSES

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5445105	WORKERS COMPENSATION DET WORKERS COMPENSATION	64140	6.17
5445107	OFFICE SUPPLIES ROGERS OFFICE SUPPLY	64141	144.08
	SOUTHWESTERN BELL TELE CO	64142	60.22

TOTAL CREDIT TO A/P 210.47- REF. # 64143

TYLER COUNTY AUDITOR

JANIE LISS

100 Courthouse - Room 303
Woodville, Texas 75979

*****ADDITIONAL ACCOUNTS PAYABLE TO BE APPROVED*****

<u>VENDOR</u>	<u>DESCRIPTION/FUND</u>	<u>AMOUNT</u>
Farmer's Feed	Drano for Jail/General	\$ 4.38
Donece Gregory	Reimbursement for Expenses at Seminar/General	112.64
Otis Reynolds Conoco	Gasoline for Pct. I/Road & Bridge I	80.82
Spurger Mercantile	Parts for Pct. IV/Road & Bridge IV	22.98
Spurger Gulf	Supplies for Pct. IV/Road & Bridge IV	81.38
McInnis Hardware	Supplies for Pct. IV/Road & Bridge IV	12.54
Farmer's Feed	Ice for Sanitary Landfill/Sanitary Landfill	7.00
Office Supply Center	Supplies for Aging Dept./Senior Citizens	1.25
Moony Moore	16' Low-boy Trailer/Road & Bridge IV	200.00
	TOTAL	\$ <u>522.99</u>

*THE ABOVE ACCOUNTS PAYABLE WERE TURNED AFTER THE BILLS HAD BEEN DONE ON THE COMPUTER OR FAILED TO BE ENTERED ON THE COMPUTER.

*****ACCOUNTS PAYABLE APPROVED*****
 February 1 - 27, 1989

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CHECK #	DATE	DESCRIPTION/FUND	AMOUNT
12536	02/01/89	VIOLA BRICE-Courthouse Janitor/General	\$ 56.00
12537	02/02/89	CHRISTY VANN-Contract Labor Auditor's Office/General	130.00
12538	02/07/89	U.S. POSTMASTER-Postage for J.P. #4/General	25.00
12539	02/09/89	CHRISTY VANN-Contract Labor Auditor's Office/General	95.00
12540	02/14/89	MELISSA CARSON-Contract Labor Tax Office/General	390.00
12578	02/14/89	TERESA BROOKS-Contract Labor Co. Clerk Office/General	103.85
12579	02/14/89	ALLEN STURROCK-Contract Labor Probation Officer/General	850.00
12580	02/14/89	MARVIN COLEMAN-Contract Labor Pct. I/R&B I	400.00
12581	02/14/89	PROFESSOR MOYE-Contract Labor Pct. I/R&B I	60.00
12582	02/14/89	EDGAR MITCHELL-Contract Labor Pct. I/R&B I	40.00
12583	02/14/89	TERESA THOMPSON-Contract Labor Co. Tax Office/General	261.30
12584	02/14/89	CARL JONES-Contract Labor Justice Center/General	160.00
12585	02/15/89	VIOLA BRICE-Contract Labor Courthouse/General	56.00
12586	02/17/89	BOB'S PRESCRIPTION SHOP-Camera Repairs Sheriff Dept./General	91.48
12785	02/17/89	BEAUMONT TELEPHONE-Maintenance Agreement/General	1,416.00
12786	02/16/89	MAXIE RILEY-Mileage & Expense Reimbursement/General	174.24
12787	02/17/89	DARREL WALDREP-Relamped airport lights/General	50.00
12788	02/17/89	NATIONAL SHERIFF'S ASSOC.-Sheriff's Dues/General	50.00
12789	02/17/89	SONDRA L. HENSARLING,CSR-Court Reporting/General	280.00
12790	02/21/89	OVERSTREET LP GAS CO.-Butane-Concerned Citizens/General	69.90
12791	02/21/89	JAMES R. JORDAN-Reimbursement for out of county expense/R&B IV	17.42
12792	02/21/89	A.M. BARNES-Reimbursement for out of county expense/R&B II	25.42
12793	02/22/89	VIOLA BRICE-Contract Labor Courthouse/General	56.00
12794	02/23/89	MID-STATE HOMES-Payment-Concerned Citizens/General	50.00
12795	02/24/89	U.S. POSTMASTER-Postage for Postage Meter/General	1,500.00
12796	02/28/89	PATRICIA BROWN, D.C.-Petit Jury/General	840.00
12797	02/27/89	CARL JONES-Contract labor Justice Center/General	160.00
12798	02/27/89	MATTIE SEXTON-Contract Labor Pct. III/R&B III	25.00
12799	02/27/89	DANA COOK-Contract Labor Pct. III/R&B III	66.00
12800	02/27/89	MARTIN ODOM-Court Baliff/General	40.00
12801	02/27/89	MELISSA CARSON-Contract Labor Tax Office/General	320.00
12802	02/27/89	THERESA THOMPSON-Contract Labor Tax Office/General	187.60
12803	02/27/89	THERESA BROOKS-Contract Labor Co. Clerk/General	93.80
12804	02/27/89	MARVIN COLEMAN-Contract Labor Pct. I/R&B I	360.00
12805	02/27/89	JAMES PIERSON-Contract Labor Pct I/R&B I	144.00
12806	02/27/89	CHARLES BARCLAY-Contract Labor Pct. I/R&B I	96.00
12807	02/27/89	D.P. CONSULTING ENGINEERS-Airport Improvements/Airport Grant	2578.90
12808	02/27/89	VETERANS OF FOREIGN WAR-Lease for Human Resource Fac./Grant	50.00
12809	02/28/89	VIOLA BRICE-Contract Labor Courthouse/General	56.00

**THESE ACCOUNTS PAYABLE WERE PAID BY REQUISITION OR BY ORDER OF COMMISSIONER'S COURT.

BUDGET AMENDMENT

DATE: March 13, 1989

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HONORABLE COMMISSIONERS COURT OF TYLER COUNTY:

I submit to you for your consideration the following line-item transfer:

FUND: General

DEPARTMENT: Department of Public Safty

LINE ITEM	FROM	TO	INCREASE (DECREASE)
Radar Repair	2,800.00	3,420.00	620.00
Hospitalization	3,651.00	3,031.00	(620.00)

REASON: For the purchase of (2) Two new radars (See Commissioners Court minutes March 13, 1989.)

D.P.S. Officer

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

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DATE: March 13, 1989

HONORABLE COMMISSIONERS COURT OF TYLER COUNTY:

I would like to request the amendment to my deaprtmental budget:

FUND: General

DEPARTMENT: Airport Maintenance

LINE ITEM	FROM	TO	INCREASE (DECREASE)
Insurance	600.00	750.00	150.00
General Fund Ending Bal.	3,215.00	3,031.00	(150.00)

REASON: Increase in liability insurance premium.

There are no areas in the current budget to reduce in order to fund the above mentioned items. Additional revenue need for this amendment will reduce the ending balance of the General Fund. (See Commissioners Court minutes March 13, 1989.)

Approved Commissioners Court

Attest County Clerk

INVOICE

MORRIS CLEMMONS, JR. - AGENT
CLEMMONS INSURANCE AGENCY

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Insurance - Real Estate - Appraisals

102 S. CHARLTON • PHONE: 283-2514
 WOODVILLE, TEXAS 75979

NAMED INSURED
 Tyler County
 County Courthouse
 Woodville, Texas 75979

CUSTOMER NO.
 33550 3/03/89

NAMED INSURED

INVOICE DATE:

PLEASE DETACH AND RETURN WITH PAYMENT

AMOUNT REMITTED \$

CO. NO.	POLICY PERIOD	CL & TR	POLICY NUMBER AND DESCRIPTION	PREMIUM		BALANCE
				CHARGE	CREDIT	
54	3/16/89-93	71-2	456215169 Bond	71.00		71.00

Notary Bond
 Sammy Bible

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

CLEMMONS INSURANCE AGENCY

CO. NO.	POLICY PERIOD	CL & TR	POLICY NUMBER AND DESCRIPTION	PREMIUM		BALANCE
				CHARGE	CREDIT	
54	3/16/89-93	71-2	450156479 Bond	71.00		71.00

Notary Bond
 Tracy Ferguson

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

CLEMMONS INSURANCE AGENCY

County Notary Bonds and Fees

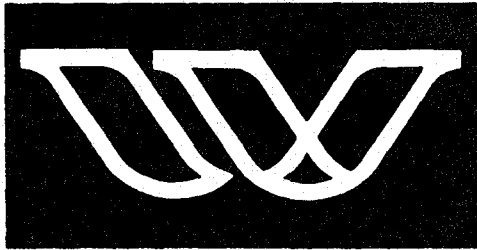
The County will pay for Notary Bonds, Fees and Notary Seals for one employee in each department where it is necessary to have a Notary for transaction of official county business.

Should any Notary whose bond, fee and seal have been paid for by the County, charge for Notary services, such revenue shall be receipted and reported to the County Treasurer at the end of each month.

Should any employee, whose bond, fee and seal be paid for by the county, leave the service of the county, that employee will be required to return the Notary Seal to the County Auditor (County Judge - County Treasurer).

No one department shall be entitled to more than one county paid Notary, unless it is determined by the Commissioners Court that more than one Notary is needed to conduct the official business of the County.

It shall be the responsibility of each Official and Department Head to see to the strict enforcement of this POLICY.



first national bank of woodville

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J.B. Toby Spurlock
President & Chief Executive Officer

March 13, 1989

HONORABLE COMMISSIONERS COURT
WOODVILLE, TEXAS

Dear Members:

The First National Bank of Woodville truly appreciates the opportunity to bid on the Depository Funds for the County and the confidence that you have placed in our bank by asking us to bid on these funds.

First National Bank of Woodville does not have the sufficient securities to pledge for the County Depository Accounts; therefore, the First National Bank regrets that we will not be able to bid on the County Depository Accounts.

Sincerely yours,

J. B. Toby Spurlock

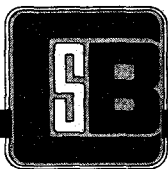
jr

**first national bank
of woodville**

P.O. Box 149, Woodville, Texas 75979



HONORABLE COMMISSIONERS COURT



Citizens State Bank

(409) 283-2561 • 102 W. BLUFF • P.O. BOX 109 • WOODVILLE, TEXAS 75979-0109

C.E. "GENE" SOWARBY, JR.
EXECUTIVE VICE PRESIDENT

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March 20, 1989

The Honorable Commissioners' Court
Tyler County, Texas

Dear Sirs:

Since the bid form received from Tyler County, Texas did not address Time Warrants, which is the primary borrowing vehicle of Tyler County, Texas, Citizens State Bank agrees to address Time Warrants as a separate item in its Contract with Tyler County, Texas should its bid be accepted by Tyler County, Texas. The wording for the section on Time Warrants appears below:

Citizens State Bank will extend credit to the County on Machinery Warrants for a period of one year or more not to exceed three years payable in equal annual payments plus interest. The rate of interest on these warrants will be set at the prime rate as stated in the "Wall Street Journal" at the time of issue. Should more than one prime rate be listed in the Money Rates section of the "Wall Street Journal", then the rate will be the rate most near the mid-point between those listed rates at the time of issue. Further, it is agreed that should a future County contract be awarded to another financial institution that institution will be required by County to purchase at par plus accrued but unpaid interest all outstanding warrants issued by Tyler County, Texas and held by Citizens State Bank.

Sincerely yours,

C. E. "Gene" Sowarby



"YOU'LL LIKE OUR ATTITUDE"

Application For Depository

Public Funds

Honorable Commissioners' Court

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Tyler County, Texas

The Citizens State Bank of Woodville, Tyler County, Texas, a banking corporation, duly incorporated under the laws of Texas, with its domicile and principal place of business being located in the City of Woodville, Tyler County, Texas, hereby makes application to be designated by the Commissioners Court at its regular term in ~~February~~ ^{March} 19 89, as County Depository for the public funds of Tyler County, Texas, and in support of this application states the following:

1. The amount of paid up capital stock of said bank is \$1,500,000.00 dollars, and the amount of permanent surplus is \$1,500,000.00 dollars.
2. A statement showing the financial condition of applicant bank at the date of this application is being furnished and is made a part hereof for all purposes.
3. Applicant bank offers the following terms and conditions for transactions/processing activities including deposits and checks.

	<u>Yes</u>	<u>No</u>	<u>Fee</u>
a. Will bidder furnish wire transfer service?	X		
b. Will bidder charge service charge on any of County's accounts?		X	Ref. Items 4f and 4g.
c. Will bidder furnish?			
(1) Deposit slips	X		
(2) Deposit books	X		
(3) Endorsement stamps	X		

YES

NO

FEE

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- d. Will bidder furnish night depository services including bags and keys? X
- e. Will bidder furnish postage and envelopes for bank-by-mail use? X Amount of Postage.
- f. Will bidder furnish coin counting and wrapping of all change? X 10¢ per roll.
- g. Will bidder furnish safe deposit boxes of adequate size and number? X One 10 x 16 free. Each additional box at stated rate from existing stock.
- h. Will bidder charge for stop payments? X
- i. Will bidder furnish County with cashier's checks as needed? X
- j. Will bidder furnish County with collection and exchange services? X
- k. Will bidder charge for accounts overdrawn for short periods of time? X Excluding Tyle County Hospital which will be charged standard fees.
- l. Will bidder furnish County with all checks that are necessary? X At Cost.
- m. Will bidder charge for stop payment orders? X
- n. List other services for consideration.
Community Room for special County functions on a first come, first serve basis.

4. Applicant bank offers the following terms and conditions for investment/
borrowing functions:

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a. Applicant bank agrees to extend credit for maturities of one
year or less., when warranted.

- (1) State fixed rate if applicable NA
Base Rate of Citizens State
(2) State variable rate if applicable Bank, Woodville, Texas, as it
changes from time to time.

b. Applicant bank agrees to accept Savings Accounts in any amount, sub-
Citizens State Bank may require a written
ject to withdrawal at any time. notice not less than seven days before the
withdrawal is made.

Interest rate to be *stated rate per annum, compounded quarterly.
* The stated rate will be that rate paid to the general public.

c. Applicant bank agrees to the use of Money Market Deposit Accounts.

Yes No

(1) If yes:

- (a) Minimum deposit required \$2,500.00
(b) State fixed rate if applicable NA
(c) State variable rate if applicable Rate set by Citizens State
Bank, Woodville, Texas, for its customers.

d. Applicant bank agrees to the use of Money Market Checking Accounts.

Yes No

(1) If yes:

- (a) Minimum deposit required _____
(b) State fixed rate if applicable _____
(c) State variable rate if applicable _____

e. Applicant bank agrees to the use of Money Market Plus Accounts.

Yes No

(1) If yes:

- (a) Minimum deposit required _____
(b) State fixed rate if applicable _____
(c) State variable rate if applicable _____

f. Applicant bank agrees to the use of NOW Accounts.

Yes X No _____

There will be a fee of 20¢ for each item paid on the account during the statement cycle above the first 50 items. No interest will be paid on a NOW account if the average collected balance of that account is \$1,500.00 or less.

(1) If yes:

- (a) Minimum deposit required \$1,500.00
- (b) State fixed rate if applicable 5.25%
- (c) State variable rate if applicable NA

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g. Applicant bank agrees to the use of Super NOW Accounts.

Yes X No _____

There will be a charge of 50¢ for all items paid during the statement cycle period over the first 25 items.

(1) If yes:

- (a) Minimum deposit required \$2,500.00
- (b) State fixed rate if applicable NA
- (c) State variable rate if applicable * Stated Rate, Currently 5.25%

* Stated Rate - Rate set by Citizens State Bank, Woodville, for its customers.

~~h. Applicant bank agrees to pay the following rates of interest on~~

~~various Certificates of Deposit:~~

~~(1) Certificates of Deposit of \$100,000.00 or more with a 7 day to 365 day maturity.~~

~~(a) State fixed rate if applicable NA~~

~~(b) State variable rate if applicable Rate of interest set by Citizens State Bank, Woodville, for its customers for like maturity at time of purchase. Rate will be fixed until the maturity of the Certificate.~~

~~(2) Certificates of Deposit below \$100,000.00 with a 32 day to 365 day maturity.~~

~~(a) State fixed rate if applicable NA~~

~~(b) State variable rate if applicable Rate of interest set by Citizens State Bank, Woodville for its customers for like maturity at time of purchase. Rate will be fixed until the maturity of the Certificate.~~

Other Comments/Statements.

Bank Officers Signature
C. E. "Gene" Sowarby, Jr.
Executive Vice President

Note to Applicant Bank: Attach your certified check for not less than one-half (1/2) of one per cent (1%) of \$22,754.34

STATEMENT OF CONDITION

CITIZENS STATE BANK

WOODVILLE, TEXAS

MARCH 10, 1989

ASSETS

Cash and Due from Banks	\$3,546,000.00
U. S. Government Securities	8,641,000.00
Other Securities	5,895,000.00
Federal Funds Sold	8,000,000.00
Loans	14,009,000.00
Bank Premises, Furniture and Fixtures	675,000.00
Accrued Income and Other Assets	1,391,000.00
TOTAL	\$42,157,000.00

LIABILITIES AND CAPITAL

Deposits	\$38,508,000.00
Federal Funds Purchased	0.00
Deferred Income and Other Liabilities	383,000.00
Capital Stock	1,500,000.00
Certified Surplus	1,500,000.00
Undivided Profits	266,000.00
TOTAL	\$42,157,000.00



Citizens State Bank

P. O. DRAWER 109
WOODVILLE, TEXAS 75979

First Class Mail

First Class Mail

APPLICATION FOR DEPOSITORY
FOR THE FUNDS OF TYLER COUNTY,
TEXAS

10:00 AM

MAR 13 1989

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

DM

VOL 017

EAST TEXAS MACHINERY, INC.
P. O. Box 3327
Lufkin, Texas 75903



Tyler County Pct.3
100 Courthouse
Woodville, Tx. 75979

"LOADER BID Pct 3"

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9:30 Am

MAR 13 1989

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY TEXAS

Rale Evans



EAST TEXAS MACHINERY, INC.

P. O. Box 3327
Lufkin, Texas 75903
(409) 634-8801

P. O. Box 7389
Longview, Texas 75607
(214) 758-3326

9 March 1989

Tyler County Pct. 3
100 Courthouse
Woodville, Tx. 75979

VOL 17 PAGE 841

SUBJECT: Bid on Track Loader

Gentlemen:

We are pleased to quote the following on one new John Deere 655B Track Loader equipped as follows:

WEIGHT: 35,740 LBS.

ENGINE: Diesel, 120 flywheel H.P. net, 414 cubic inch, turbocharged, 4 cycle, direct injection, 24 volt with alternator, engine enclosures, and fuel priming pump.

TRANSMISSION: Hydrostatic.

TRACK: 64 inch track gauge, 15 inch shoe width, sealed and lubricated tracks, 6 roller track frame.

LOADER LINKAGE: Sealed loader linkage with single-lever loader control with float position and bucket return to dig.

BUCKET: 2 cubic yard general purpose with seven 2-piece bolt on teeth.

MISCELLANEOUS: Back-up alarm, front pull hook, suspension seat, and vandalism protection package. Rear ripper with 2 ripper shanks.

CAB: Enclosed cab with heater and windshield wipers.

WARRANTY: 36 month or 5000 hour drive train warranty.

DELIVERY: 90 days or less.

Net price delivered to County Barn: \$84,100.00

Thank you for the opportunity to bid on your equipment.

Yours very truly,


Glen McDaniel

ka

VOL. 017 PAGE 842

FIRST CLASS MAIL



**Piney Woods Tractor
& Imp. Inc.**

2705 SOUTH MEDFORD ST. • LUFKIN, TEXAS 75901
PHONE (409)632-3394

TO: COUNTY OF TYLER
County Courthouse
Woodville, Texas 75979

9:30 AM

MAR 13 1989

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

Jm



Mustang

TRACTOR & EQUIPMENT CO.VOL **017** PAGE **845**

HOUSTON, TEXAS 77040 12800 NORTHWEST FREEWAY (713) 460-2000

ALVIN, TEXAS 77511
3201 N. Gordon
(713) 585-5587BEAUMONT, TEXAS 77706
7990 Eastex Freeway
(409) 892-8412BRYAN, TEXAS 77806
Highway 21 W.
(409) 775-0639EL CAMPO, TEXAS 77437
Highway 71 N.
(409) 543-3389LUFKIN, TEXAS 75901
Highway 69 S.E.
(409) 639-5551

QUOTATION

TO

Tyler County Pct. #3

Page 2

QUOTATION NO. S89-97

DATE March 9, 1989

CUSTOMER INQUIRY NO.

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

QUAN.	DESCRIPTION	UNIT PRICE	EXTENSION
	<p>GUARANTEED BIDDING SPECIFICATIONS</p> <ol style="list-style-type: none"> Equipment will be operated by Tyler County for track loader work, road repair and maintenance, and other purposes for which it was designed. Tyler County will assume responsibility for cost of repairs due to fire, theft, accident, operators or mechanics negligence, or vandalism. Tyler County will assume at it's own expense all lubricating oil, filters of all types, hydraulic hoses, fan belts, grease, antifreeze, teeth, batteries, headlights, glass breakage, cleaning and painting, and other items normally consumed in day-to-day operation. Tyler County will maintain track loader with all systems operating and maintained in accordance with all the schedules outlined in the factory operators and maintenance manuals. <p>WARRANTY - 3 years or 5,000 hour drive train.</p> <p>We are pleased to quote on your equipment requirements and hope we may be favored with your order.</p>		
APPLICABLE WARRANTY(S): Caterpillar PRICES ARE F.O.B.: Tyler County, TX			

& Value Assurance

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

ACCEPTED THIS DAY OF _____, 19____

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

MUSTANG TRACTOR & EQUIPMENT COMPANY

BY Jim Rindge Area Manager TITLERECOMMENDED BY: Keyo Hill SALESMAN

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

000 MT-2105

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Mustang

TRACTOR & EQUIPMENT CO.

VOL. **617** PAGE **847**

HOUSTON, TEXAS 77040 12800 NORTHWEST FREEWAY (713) 460-2000

ALVIN, TEXAS 77511
3201 N. Gordon
(713) 585-5587

BEAUMONT, TEXAS 77706
7990 Eastex Freeway
(409) 892-8412

BRYAN, TEXAS 77806
Highway 21 W.
(409) 775-0639

EL CAMPO, TEXAS 77437
Highway 71 N.
(409) 543-3389

LUFKIN, TEXAS 75901
Highway 69 S.E.
(409) 639-5551

QUOTATION

TO

Honorable Judge & Commissioner's Court
Tyler County Pct. #3
Colmesniel, TX

Attn: Jerry Mahan

QUOTATION NO. S89-97

DATE March 9, 1989

CUSTOMER INQUIRY NO.

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

QUAN.	DESCRIPTION	UNIT PRICE	EXTENSION
	We are pleased to submit the following for your consideration:		
1	New Caterpillar 953 track loader, 71-inch gauge. Includes direct injection turbocharged 110 FHP diesel engine with 24 volt electric starting, ether starting aid, 50-ampere alternator, heavy duty batteries, blower fan, muffler, fuel priming pump, engine enclosure, single lever bucket control, hydraulic oil cooler, bucket positioner, full crankcase guard, radiator guard, hydrostatic transmission, pedal steering, hydraulic track adjusters, end section track guiding guards, 15-inch double grouser sealed and lubricated track (40-section), ROPS canopy, warning horn, vandalism protection, rearview mirrors, seat belt, segmented sprocket rims, sprocket guards, front and rear retrieval hitch, EMS operator warning system, gauge group, cloth covered suspension seat, and 2.0 cubic yard general purpose bucket with eight teeth.		
	Price		\$79,500.00
	Options: 1. ROPS sound suppressed pressurized cab with heater/defroster and windshield wiper, ADD		4,000.00
	2. Rear mounted ripper/scarifier with two teeth, ADD		3,600.00
	Mustang Tractor agrees to repurchase the above quoted track loader as stated below:		
	3 years.....	\$45,000.00	
	4 years.....	36,000.00	
	5 years.....	31,000.00	
	APPLICABLE WARRANTY(S):	PRICES ARE F.O.B.:	

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

ACCEPTED THIS DAY OF _____, 19____

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

MUSTANG TRACTOR & EQUIPMENT COMPANY

BY *Jim Highway* *Sls. Mgr.* TITLE

RECOMMENDED BY: *Keefe Hill* SALESMAN

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOL 017 PAGE 848



Mustang

TRACTOR & EQUIPMENT CO.

P.O. BOX 1703 • LUFKIN, TEXAS 75901



VOL. 517 PAGE 844

First Class Mail

Bid on Track Loader

HONORABLE JUDGE & COMMISSIONER'S COURT
Tyler County Pct. #3
Colmesneil, TX

8:45 AM

MAR 13 1989

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY TEXAS

Dale Evans



First Class Mail

PROPOSAL

FOR JERRY MAHAN
TYLER CO. PCT.#3
C/O CO. COURTHOUSE
WOODVILLE TX 75979
409/283-2141

BY BILL HOOKS
GEORGE F. BANE, INC.
P.O. BOX 4665
TYLER TX 75712
214/597-6641

PROPOSED UNIT: TOTAL
(Details and options are shown on following pages.)

(1) FIATALLIS FL10E \$ 132962
W/ Adjustments & Freight \$ 82525

No Trade-in

TOTAL DUE \$ 82525

Paid by check # _____ Date ___/___/___

X _____ ACCEPTED _____ / _____ / _____ X _____ SALESMAN
TYLER CO. PCT.#3 DATE BILL HOOKS

SUBJECT TO ACCEPTANCE BY DEALER PRINCIPAL *B. Balthmann*
THIS PROPOSAL IS VALID FOR 5 DAYS OR UNTIL 4/13/89.

1944

FOR JERRY NAHAN
TYLER CO. PCT.#3

BY BILL HOOKS
GEORGE F. BANE, INC.

FIATALLIS FLOE CRAWLER LOADER

STANDARD EQUIPMENT

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>AIR CLEANER
Dry Type with Service Indicator, Secondary Element, Automatic Dust Ejector and Centrifugal Precleaner</p> <p>ALTERNATOR, 55 Amp</p> <p>ANTI-FREEZE</p> <p>AUTOMATIC BUCKET POSITIONER</p> <p>AUTOMATIC LIFT KICKOUT</p> <p>BACK-UP ALARM</p> <p>BATTERIES, Maintenance Free
Two 12 Volt, 775 C.C.A.</p> <p>BOOM SAFETY SUPPORT</p> <p>BRAKES, Hydropower
Oil Cooled, Contracting Band</p> <p>BUCKET MOUNTING PINS</p> <p>COUNTERWEIGHT, 1764 lbs.(800 kg)</p> <p>DECELERATOR, Foot Pedal</p> <p>DRAWBAR, Fixed</p> <p>ELECTRONIC DATA MONITOR (E.D.M.)
Warning Lights for:
Engine Coolant Level & Temp
Engine Oil Level & Pressure
Transmission Oil Level, Clutch Apply, Lube Pressure & Temp
Restriction: Air & Hyd Oil Filters
Battery Charge, Fuel Level
Main Warning Light</p> <p>ENGINE
Fiat-Iveco 8065T
Turbocharged 358 Cu.In. 6 Cylinder
127 Net Flywheel Horsepower
at 2100 RPM</p> <p>ENGINE SIDE PANELS, Upper & Lower</p> <p>FAN, Pusher w/Finger Guard</p> <p>FINAL DRIVE, Double Reduction</p> <p>GUARDS
Crankcase & Transmission
Radiator, Hinged Grill
Sprocket, Inner and Outer
Track Frame Covers
Track Guiding, Front & Rear</p> <p>HOOK, Front Pull</p> <p>HORN</p> <p>HYDRAULICS
Closed Sys w/Internal Magnetic</p> | <p>Filter, Suction Screen
Dual Gear Pump & Piping
Three Spool Control Valve
Single Lever Control</p> <p>MUFFLER</p> <p>PARKING BRAKE, Automatic</p> <p>ROPS CAB, Modular, Tilttable
Cab Tilt Cyl. Includes:
Pump and Support Bar
Headliner
Lights, Halogen-2 Frt & 2 Rear
Heater w/Frt. & Rear Defroster Vents
Pressurizer
Hinged Doors w/Hold-Open Device
Rear View Mirror
Seat, Suspension w/Seat Belt
Sliding Window-Rear
Tinted Glass
Wipers and Washers-Front & Rear</p> <p>SEALED LOADER LINKAGE</p> <p>SERVICE TEST PANEL</p> <p>SPROCKETS, Segmented</p> <p>STARTING, 24 Volt Direct Electric</p> <p>STARTING RECEPTACLE</p> <p>STEERING-Combined w/Brakes
Hydropower, Foot Controlled</p> <p>TORQUE CONVERTER
Single Stage, Rotating Housing</p> <p>TRACK ADJUSTERS, Hydraulic</p> <p>TRACK CARRIERS, 2 Each Side</p> <p>TRACK CHAIN, Sealed & Lubricated
with Split Master Link</p> <p>TRACK ROLLERS, 6 Each Side
2 Double Flange
4 Single Flange</p> <p>TRACK SHOES, 40 Link
15 in (380 mm) 2-Bar Grouser</p> <p>TRANSMISSION
Powershift Countershaft Design
w/Exclusive Pinion Cartridge
3 Forward and 3 Reverse Speeds
Hydropower Control</p> <p>VANDALISM PROTECTION
Provision for Locking:
Radiator Cap and Air Cleaner</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1927



PROPOSAL

FOR JERRY MAHAN
TYLER CO. PCT.#3
C/O CO. COURTHOUSE
WOODVILLE TX 75979
409/253-2141

BY BILL HOOKS
GEORGE P. BANE, INC.
P.O. BOX 4665
TYLER TX 75712
214/597-6641

VOL 017 PAGE 853

Page 1
03-19-1989

PROPOSED UNIT: TOTAL
(Details and options are shown on following pages.)

(1) FIATALLIS FL10E \$ 132962
W/ Adjustments & Freight \$ 82525

No Trade-in

TOTAL DUE \$ 82525

Paid by check # _____ Date ___/___/___

X _____ ACCEPTED _____ / _____ / _____ X _____ SALESMAN
TYLER CO. PCT.#3 DATE BILL HOOKS

SUBJECT TO ACCEPTANCE BY DEALER PRINCIPAL *B. Holman*
THIS PROPOSAL IS VALID FOR 5 DAYS OR UNTIL 4/13/89.

1900

1901

1914

FOR JERRY MAHAN
TYLER CO. FCT.#9BY BILL HOOKS
GEORGE F. BANE, INC.*****
FIATALLIS FL10E CRAWLER LOADER

STANDARD EQUIPMENT

AIR CLEANER	Filter, Suction Screen
Dry Type with Service	Dual Gear Pump & Piping
Indicator, Secondary Element,	Three Spool Control Valve
Automatic Dust Ejector and	Single Lever Control
Centrifugal Precleaner	
ALTERNATOR, 55 Amp	MUFFLER
ANTI-FREEZE	PARKING BRAKE, Automatic
AUTOMATIC BUCKET POSITIONER	ROPS CAB, Modular, Tiltable
AUTOMATIC LIFT KICKOUT	Cab Tilt Cyl, Includes:
BACK-UP ALARM	Pump and Support Bar
BATTERIES, Maintenance Free	Headliner
Two 12 Volt, 775 C.C.A.	Lights, Halogen-2 Frt & 2 Rear
BOOM SAFETY SUPPORT	Hester w/Frt. & Rear Defroster Vents
BRAKES, Hydropower	Pressurizer
Oil Cooled, Contracting Band	Hinged Doors w/Hold-Open
BUCKET MOUNTING PINS	Device
COUNTERWEIGHT, 1764 lbs.(800 kg)	Rear View Mirror
DECELERATOR, Foot Pedal	Seat, Suspension w/Seat Belt
DRAWBAR, Fixed	Sliding Window-Rear
ELECTRONIC DATA MONITOR (E.D.M.)	Tinted Glass
Warning Lights for:	Wipers and Washers-Front & Rear
Engine Coolant Level & Temp	SEALED LOADER LINKAGE
Engine Oil Level & Pressure	SERVICE TEST PANEL
Transmission Oil Level, Clutch	SPROCKETS, Segmented
Apply, Lube Pressure & Temp	STARTING, 24 Volt Direct Electric
Restrictions: Air & Hyd Oil Filters	STARTING RECEPTACLE
Battery Charge, Fuel Level	STEERING-Combined w/Brakes
Main Warning Light	Hydropower, Foot Controlled
ENGINE	TORQUE CONVERTER
Fiat-Iveco 8065T	Single Stage, Rotating Housing
Turbocharged 358 Cu.In. 6 Cylinder	TRACK ADJUSTERS, Hydraulic
127 Net Flywheel Horsepower	TRACK CARRIERS, 2 Each Side
at 2100 RPM	TRACK CHAIN, Sealed & Lubricated
ENGINE SIDE PANELS, Upper & Lower	with Split Master Link
FAN, Pusher w/Finger Guard	TRACK ROLLERS, 6 Each Side
FINAL DRIVE, Double Reduction	2 Double Flange
GUARDS	4 Single Flange
Crankcase & Transmission	TRACK SHOES, 40 Link
Radiator, Hinged Grill	15 in (380 mm) 2-Bar Grouser
Sprocket, Inner and Outer	TRANSMISSION
Track Frame Covers	Powershift Countershaft Design
Track Guiding, Front & Rear	w/Exclusive Pinion Cartridge
HOOK, Front Pull	3 Forward and 3 Reverse Speeds
HORN	Hydropower Control
HYDRAULICS	VANDALISM PROTECTION
Closed Sys w/Internal Magnetic	Provision for Locking:
	Radiator Cap and Air Cleaner



GEORGE P. BANE, INC.
P.O. Box 4665
Tyler, TX 75712

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10:45 Am

MAR 08 1989

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

Dale Evans

Honorable Judge and
County Commissioners
Tyler County Pct. #3
Woodville, Texas 75979

Fiattllis FL10E Crawler Loader Bid

Blinds:

Perkins Furniture Store, Jasper, Texas-----\$390.00 Installed ✓
 Gray's Furniture Store, Jasper, Texas----- 405.00 Installed
 Due's Furniture Store, Jasper, Texas----- 750.00 Installed

Carpet:

McClure Furniture Store, Woodville, Texas----- 395.00 Estimated
 (Does Not include moving furniture nor removing old carpet;
 Could not quote price on these, since this work is sublet)

Furniture Center, Woodville, Texas----- 319.30
 (Moving furniture out of office----- 40.00
 (Taking old carpet out----- 80.00
 Total----- 439.30

Foster and Sons, Woodville, Texas----- 458.00 w/out padding
 (Padding added----- 67.20
 Total----- 525.20 ✓

FOSTER & SONS FLOOR COVERING
 4300 South Hwy 69
 Woodville, Texas 75979
 (409) 283-7184

CUSTOMER COPY

REMIT TO
 *****PROPOSAL*****

DATE		PAGE	
3-22-89		1	

DATE SHIPPED	SHIPPING POINT	VIA	FREIGHT TERMS
CUSTOMER ORDER NUMBER			RIG NUMBER OR LEASE/WELL NUMBER
(SAME AS "SOLD TO" UNLESS OTHERWISE INDICATED)			

SOLD TO Tyler County Court House
 Woodville, Texas

SHIP TO Treasury Room 100

VOL. 617 PAGE 857

SALESMAN	ORDERED BY	SPECIAL INSTRUCTIONS:	TERMS:
gab			C.O.D.

QUANTITY SHIPPED	UNIT	DESCRIPTION	PRICE PER	PRICE	DISCOUNT	NET AMOUNT	CASH DISC. %
40 yards		Attention Textured	yd	\$13.45		\$538.00	
		**Glue down carpet **No charge for moving furniture					

SUBTOTAL	TAXABLE AMOUNT	STATE TAX	LOCAL TAX	FRT. P.P. INS.	DEDUCT	IF PAID BY	TOTAL
					CASH DISCOUNT		

REMIT TO
******PROPOSAL******

DATE	PAGE
3-16-85	I

Tyler County Court
 Treasury Room 100
 Woodville, Texas

FREIGHT TERMS

CUSTOMER ORDER NUMBER RIG NUMBER OR LEASE/WELL NUMBER

(SAME AS "SOLD TO" UNLESS OTHERWISE INDICATED)
 Treasury Room 100 VOL 017 PAGE 859

TERMS
C.O.D.
 CASH DISCOUNTS AS INDICATED
 SEE BELOW

Foster & Sons Floor Covering
 4300 South Hwy 69
 Woodville, Texas
 75979



Gary Foster

PRICE PER	PRICE	DISCOUNT	NET AMOUNT	CASH DISC. %
yd	\$11.45		\$458.00	
yd	1.68		67.20	

** No charge for moving furniture

SUB TOTAL	TAXABLE AMOUNT	STATE TAX	LOCAL TAX	FRT. P.P. INS.	DEDUCT	IF PAID BY	TOTAL
					CASH DISCOUNT		

FOSTER & SONS FLOOR COVERING
 4300 South Hwy 69
 Woodville, Texas 75979
 (409) 283-7134

VOL: **017** PAGE: **860** *****PROPOSAL*****

REMIT TO

CUSTOMER COPY

DATE	PAGE
3-16-89	1

DATE SHIPPED	SHIPPING POINT	VIA	FREIGHT TERMS
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CUSTOMER ORDER NUMBER	RIG NUMBER OR LEASE/WELL NUMBER
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(SAME AS "SOLD TO" UNLESS OTHERWISE INDICATED)

SOLD TO Tyler County Court House
 Woodville, Texas

SHIP TO County Tax Office - Barbara Tolbert

SALESMAN gab	ORDERED BY	SPECIAL INSTRUCTIONS:	TERMS: C.O.D.
-----------------	------------	-----------------------	------------------

QUANTITY SHIPPED	UNIT	DESCRIPTION	PRICE PER	PRICE	DISCOUNT	NET AMOUNT	CASH DISC. %
154 yards		Heather II - Main Area, Offices 1, 2 & 3	yd	\$11.45		\$1,763.30	
154 yards		3/8 rebond with skin - Pad		1.68		258.72	
						1,763.30 +	
						258.72 +	
						2,022.02 T	
						Total -	

SUB TOTAL	TAXABLE AMOUNT	STATE TAX	LOCAL TAX	FRT. P.P. INS.	DEDUCT	IF PAID BY	TOTAL
						CASH DISCOUNT	TOTAL

FLOOR COVERING FROM McCLURES FURNITURE CO.

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156 SQ YARDS:

\$1552.20 Carpet

312.00 Padding

200.00 for moving furniture

Total Amount of \$ 2064.20

THE STATE OF TEXAS
 County of Tyler

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 13th day of November 1989 at 12:00 o'clock P M. and was this day duly recorded at 9:00 o'clock A M., in Vol. 17 Pages 807 et seq. Commissioners' Court Records of said County.

Witness my hand and official seal at office in Woodville this 14th day of November 1989



Doree Gregory
 Clerk, County Court, Tyler County, Texas

By _____ Deputy