

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
January 7, 2009 ---- 1:30 p.m.

THE STATE OF TEXAS ON THIS THE 7th day of January, 2009 the
Commissioners' Court in and for Tyler County, Texas met in a Special Meeting at the
Commissioners' Courtroom in Woodville, Texas. The following members of the Court present,
to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE	COUNTY AUDITOR
DAVID HENNIGAN	SHERIFF
MELISSIE EVANS	DISTRICT CLERK
JOE R SMITH	CRIMINAL DISTRICT ATTORNEY
BRUCE STRICKLAND	ADULT PROBATION OFFICER
SHARON FULLER	COUNTY TREASURER
TERRI ALLEN	JUVENILE PROBATION OFFICER

A motion was made by **Commissioner Walston** and seconded by **Commissioner Nash** to
approve the minutes of December 12th and December 22, 2008. All voted yes and none no,
including Judge Blanchette.

Judge Blanchette informed the court that he would be becoming a "voting member" in all
actions. In the past, he had only voted in case of a tie vote.

The County Clerk explained this fee is charged by the District Clerk in every civil case as part
of the court cost. A motion was made by **Commissioner Hughes** to approve amending the
sheriff's jury fee back to \$10. **Commissioner Nash** seconded the motion. All members of
the court voted yes and none no.

Commissioner Walston motioned to approve the **Official Bonds** of the **Sheriff**,
Commissioner Pct. #1 and **Commissioner Pct. #3**, **Constables of Precinct 1,2,3 and 4**.
Commissioner Nash seconded the motion. All members of the court voted yes and none no.
SEE ATTACHED

Commissioner Walston motioned to adopt the state mileage allowance of 55 cents per mile
for travel reimbursement as of January 7th. The motion was seconded by **Commissioner**
Marshall. All members of the court voted yes and none no.

Sharon Fuller, County Treasurer, entered the meeting.

Sheriff Hennigan presented the new cost of purchasing two **patrol vehicles**, with cameras,
push bumpers, and control boxes, for the **Sheriff's department**. **Commissioner Hughes**
motioned to approve the purchase of the patrol vehicles at the new price. The motion was
seconded by **Commissioner Marshall**. All members of the court voted yes and none no. SEE
ATTACHED

Sheriff Hennigan presented two proposals for purchase of a pick-up truck for the **Sheriff**.
Commissioner Nash motioned to approve the less expensive vehicle being the 2008 Toyota
Tundra Super Crew. **Commissioner Hughes** seconded the motion. This will be paid from
Marshall Funds and balance of budgeted amount. All voted yes and none no. SEE
ATTACHED

Judge Blanchette introduced local taxpayers that are members of the jail review committee.

Margo Frasier, representing MGT of America, Inc. presented their results of the **jail** needs study:

- Increase capacity of jail by 37 beds by 2018 (total capacity of 80 beds)
- Continue using alternatives such as the pre-trial supervision program
- Alternative program for check writing offenses. For example, using citations.
- Conduct a comprehensive review of data system. For example, system triggers report that person is still in jail after being sentenced to prison.
- Use additional capacity to address the warrant backlog and house inmates under a contract
- Not to expand where the jail is presently located

SEE ATTACHED CHARTS

Terri Allen, Juvenile Probation Officer, entered the meeting

Court took a 20 minutes recess. COURT IN SESSION: 3:00 pm

Joe Smith and Commissioner Hughes was of the opinion that adding 37 beds would not be adequate due to the beds needed now if all the warrants were served, including probation revocation and city prisoners. Commissioner Hughes added the inadequacy of not being able to house Federal prisoners to get revenue for the county. Commissioner Nash remembered that officials from the jail commission agreed after meeting with the court that the need would be around 96 beds. He felt the jail commission would not "sign off" due to a report of needing only additional 37 beds. The commissioners and the judge also felt the population projection was low and not accurate. Mr. Smith stated that 25-30% of the offenses are committed by people who are not residents of the county. He felt this number was not taken into the population factor. Having four major highways, "Big Thicket", recreational area, etc. needed to be factored into the projected number of beds.

David Hennigan stated he heard that the study recommended a minimum of 96 beds, but agreed with some members of the court that 144 were more realistic. Mr. Hennigan felt the computer system was antiquated and not able to get data that MGT needed for the study. Judge Blanchette added the court needed to be able to build the amount of beds needed yet be sensitive to the ability to pay for it by the taxpayers. Vernon Lewis stated he didn't want to build something that is so small that will have to be rebuilt in 10 years, also the data needed will be what drives the public in their decision. Judge reminded that Sheriff Wolf saw a marked a difference and increase of the criminal element in the county since Hurricanes Rita, and influx of evacuees of Hurricane Katrina; therefore, he was not able to house as many Federal prisoners. Commission Nash stated that if we keep the justice system exactly as it is now then 96 beds would suffice; but, if we want to address the 7000 warrants, the probation offenders, hot check offenders, etc. then 96 beds is not enough, but how do we get that information "signed off on". Ms. Frasier emphasized that the 96 beds was to house Tyler County prisoners only: with the justice system now in place (using the alternative and juggling methods). If the taxpayers want a more aggressive system and help to fund it by using federal prisoners, then county needs to look at the 144 bed unit. The Warden reminded that Polk County had built a 1000 bed unit to house federal prisoners that would be more attractive to the Feds, due to airport and convenience.

Bruce Strickland stated that the flat line of projected misdemeanors was incorrect because the felony inmates pushed the number of misdemeanors down. Those misdemeanors are still out there. Joe agreed he files twice as many misdemeanors cases as felonies. Margo stated she felt the data had been artificially suppressed because there has not been any room in the jail to serve the warrants and house more offenders. Joe Smith wanted MGT to go back and re-evaluate the problems and questions about the misdemeanor data. Since 1998, there has only been one court hearing for misdemeanor revocations. There is probably 20-30 defendants each month that need to go to jail for misd. revocations.

Commissioners Court
January 7, 2009

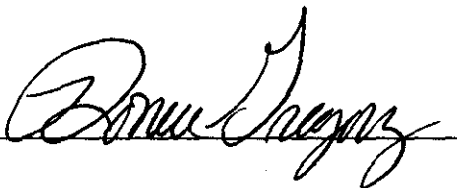
Linda Johnson, taxpayer, stated she was for putting people in jail and building a "big fine jail", but to find other ways of funding the cost, such as bail bonding boards, instead of increasing taxes.

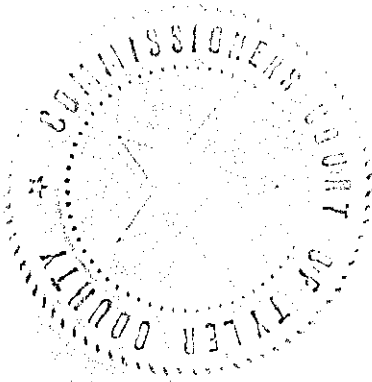
A motion was made by Commissioner Walston and seconded by Commissioner Nash to adjourn the meeting.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 4:13 p.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on January 7, 2009.

Witness my hand and seal of office on this the 7th day of January, 2009.

Attest:  , Donece Gregory, County Clerk, Tyler County



STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, Lynnette Cruse, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009



Officer's Signature

Tax Assessor/Collector
Position to Which Elected/Appointed

Tyler County
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-15865109

That we, Martin Nash, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Tyler County Treasurer, his successors in office,

in the sum of² Fourteen Thousand and no/100 * * * * DOLLARS (\$ 14,000.00),
(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 30th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly elected to the office of Co. Commissioner # 1 in and for³ Tyler
(Elected-Appointed)

County, State of Texas, for a term of 4 year^s commencing on the 1st day of January, 2009.

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.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By [Signature]
Resident Agent

[Signature]
Martin Nash Principal
WESTERN SURETY COMPANY
By [Signature]
Paul T. Bruflat, Senior Vice President

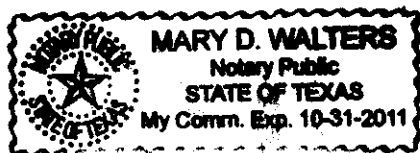
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Mary D. Walters on this day, personally appeared Martin Nash, 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 2nd day of January, 2009.

SEAL



[Signature]
Tyler County, Texas
Western Surety Company
1-605-336-0850

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Martin Nash, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #1, 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 contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Martin Nash Martin Nash

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jerome P. Owens, Jr.
Tyler County, Texas

SEAL

OATH OF OFFICE
(General)

I, Martin Nash, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #1, 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 Martin Nash Martin Nash

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jerome P. Owens, Jr.
Tyler County, Texas

SEAL

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Martin Nash as Commissioner, Pct. #1 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk
County Court Tyler County

Date _____
Jacques L. Blanchette County Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, DONECE GREGORY, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 30th day of December, 2008, with its certificates of authentication, was filed for record in my office the 2nd day of January, 2009, at 10:00 o'clock A M., and duly recorded the _____ day of January, 2009, at _____ o'clock A M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

Donece Gregory Clerk
DONECE GREGORY

By _____ Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

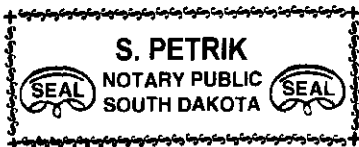
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, _____, personally appeared Paul T. Bruflat
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, MARTIN NASH, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009



Officer's Signature

Commissioner Precinct 1
Position to Which Elected/Appointed

Tyler County
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-15865108

That we, Michael Marshall, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Tyler County Treasurer, his successors in office,

in the sum of² Fourteen Thousand and no/100 * * * * DOLLARS (\$ 14,000.00),
(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 30th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly elected to the office of Co. Commissioner # 3 in and for³ Tyler
(Elected-Appointed)

County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2009.

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.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Michael Marshall
Principal

WESTERN SURETY COMPANY

Countersigned
By [Signature]
Resident Agent

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

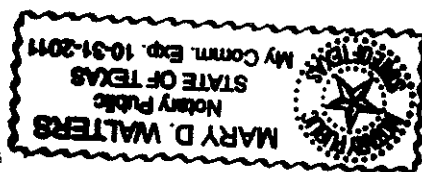
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, MARY D. WALTERS on this day, personally appeared Michael Marshall, 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 2nd day of January, 2009.

SEAL



Mary D. Walters
Tyler County, Texas

Western Surety Company
1-605-336-0850

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Michael Marshall, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #3, 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 contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Michael Marshall Michael Marshall

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jerome P. Owens, Jr.
Tyler County, Texas

SEAL

OATH OF OFFICE
(General)

I, Michael Marshall, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #3, 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 Michael Marshall Michael Marshall

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jerome P. Owens, Jr.
Tyler County, Texas

SEAL

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Michael Marshall as Commissioner, Pct. #3 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk Jacques L. Blanchette County Judge,
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, DONECE GREGORY, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 30th day of December, 2008, with its certificates of authentication, was filed for record in my office the 2nd day of January, 2009, at 10:00 o'clock A M., and duly recorded the _____ day of January, 2009, at _____ o'clock A M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

Donece Gregory Clerk
Tyler County

By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

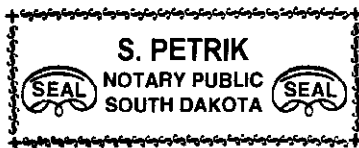
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, _____, personally appeared Paul T. Bruflat
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, Mike Marshall, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009 Michael Marshall
Officer's Signature

Commissioner Precinct 3
Position to Which Elected/Appointed

Tyler County
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-15865107**

That we, David Hennigan, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor, his successors in office,

in the sum of² Thirty Thousand and no/100* * * * DOLLARS (\$ 30,000.00),
(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 15th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly Elected to the office of Sheriff in and for³ Tyler,
(Elected-Appointed)

County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2009.

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.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By [Signature]
Resident Agent

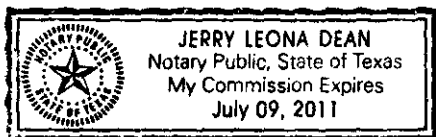
[Signature] Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Jerry Dean on this day, personally appeared David Hennigan, 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 22nd day of December, 2008.



SEAL

Jerry Dean
Tyler County, Texas
Western Surety Company
1-605-336-0850

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, DAVID HENNIGAN, 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 contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

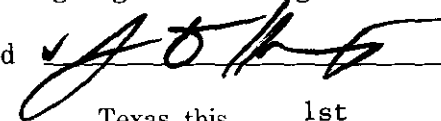
Signed _____

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

SEAL _____ County, Texas

OATH OF OFFICE
(General)

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

Signed  _____



Sworn to and subscribed before me at Woodville, Texas, this 1st day of January, 2009.

 _____

SEAL _____ Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

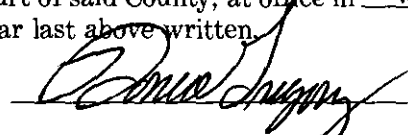
The foregoing bond of David Hennigan as Sheriff in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
 Clerk  County Judge,
Donece Gregory Jacques L. Blanchette
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 15th day of December, 2008, with its certificates of authentication, was filed for record in my office the _____ day of January, 2009, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy County Court Tyler County
 Clerk

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

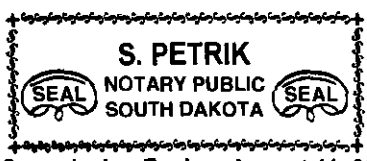
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

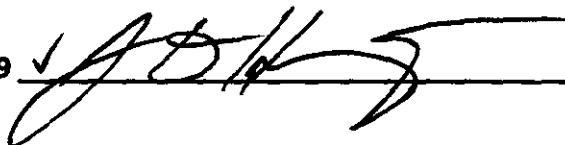
STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, David Hennigan, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 1, 2009



Officer's Signature

Sheriff
Position to Which Elected/Appointed

Tyler County
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF. 15866460

That we, Garry Mattingly, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Governor, his successors in office,

in the sum of² Ten Thousand and no/100 * * * DOLLARS (\$ 10,000.00),
(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 30th day of December, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly elected to the office of Constable # 1 in and for³ Tyler
(Elected-Appointed)

County, State of Texas, for a term of 4 year^s commencing on the 1st day of January, 2009.

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.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By [Signature]
Resident Agent

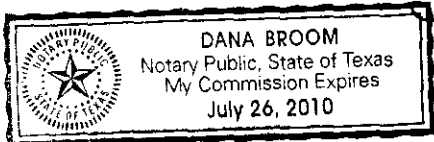
[Signature] Principal
WESTERN SURETY COMPANY
By [Signature]
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Dana Broom on this day, personally appeared Garry Mattingly, 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 2 day of January, 2009.



SEAL

Dana Broom
Tyler County, Texas
Western Surety Company
1-605-336-0850

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 contracts or claims as are expressly authorized by law and 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 _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Garry Mattingly, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #1, 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 Garry Mattingly

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Earl Stover
Earl Stover
Tyler

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Garry Mattingly as Constable, Pct. #1 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
Donece Gregory Clerk Jacques L. Blanchette County Judge,
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, DONECE GREGORY, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 30th day of December, 2008, with its certificates of authentication, was filed for record in my office the _____ day of January, 2009, at 10:00 o'clock A M., and duly recorded the _____ day of January, 2009, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

Donece Gregory Clerk
DONECE GREGORY

By _____ Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, _____, personally appeared Paul T. Bruflat
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, Garry Mattingly, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009 _____



Officer's Signature

Constable Precinct 1
Position to Which Elected/Appointed

Tyler County
City and/or County

Form No. 2201

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-15865106

That we, David C. Davis, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Governor, his successors in office,

in the sum of² Ten Thousand and no/100 * * * * DOLLARS (\$ 10,000.00),
(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 15th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly Elected to the office of Constable # 2 in and for³ Tyler
(Elected-Appointed)

County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2009.

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.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By [Signature]
Resident Agent

[Signature] Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

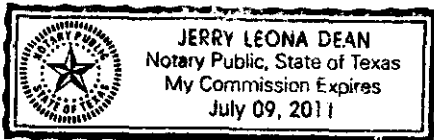
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, David C. Davis on this day, personally appeared David C. Davis, 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 22nd day of December, 2008.

SEAL



Jerry Dean
Tyler County, Texas
Western Surety Company
1-605-336-0850

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 contracts or claims as are expressly authorized by law and 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 _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, David C. Davis, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #2, 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 David C. Davis David C. Davis

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jacques L. Blanchette
Jacques L. Blanchette
Tyler County, Texas

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of David C. Davis as Constable, Pct. 2 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
Donece Gregory Clerk Jacques L. Blanchette County Judge,
DONECE GREGORY Tyler County JACQUES L. BLANCHETTE
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 15th day of December, 2008, with its certificates of authentication, was filed for record in my office the 2nd day of January, 2009, at 10:00 o'clock A M., and duly recorded the _____ day of January, 2009, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy County Court Donece Gregory Clerk
Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept, and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

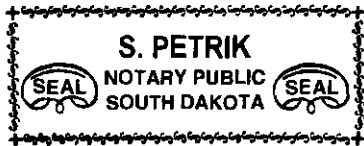
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, _____, personally appeared Paul T. Bruflat
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

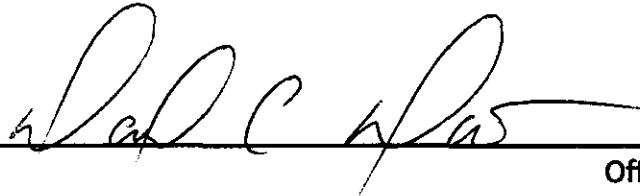
STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, David C. Davis, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009



Officer's Signature

Constable Precinct 2
Position to Which Elected/Appointed

Tyler County
City and/or County

Form No. 2201

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF. 15866461**

That we, Wade Skinner, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Governor, his successors in office,

in the sum of² Ten Thousand and no/100 * * * DOLLARS (\$ 10,000.00),
(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 30th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly elected to the office of Constable # 3 in and for³ Tyler
(Elected-Appointed)

County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2009

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, ~~acknowledged~~

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

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By [Signature]
Resident Agent

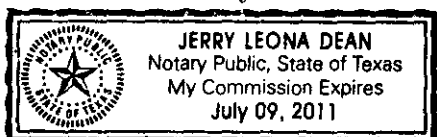
[Signature] Principal
WESTERN SURETY COMPANY
By [Signature]
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Jerry Dean on this day, personally appeared Wade Skinner, 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 2nd day of January, 2009.



SEAL

[Signature]
Tyler County, Texas

Western Surety Company
1-605-336-0850

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 contracts or claims as are expressly authorized by law and 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 _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Wade Skinner, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #3, 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 Wade Skinner
Wade Skinner

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

Jacques L. Blanchette
Jacques L. Blanchette
Tyler County, Texas

SEAL

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Wade Skinner as Constable, Pct. #3 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date January, 2009
Donece Gregory Clerk Jacques L. Blanchette County Judge,
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the 2nd day of January, 2009, at 10:00 o'clock A. M., and duly recorded the _____ day of January, 2009, at _____ o'clock A. M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

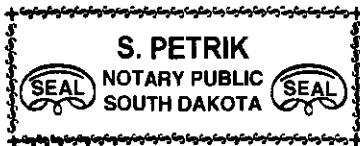
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ day of

_____, _____, personally appeared Paul T. Bruflat
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik
Notary Public

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, Wade Skinner, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009 _____



Officer's Signature

Constable Precinct 3
Position to Which Elected/Appointed

Tyler County
City and/or County

Form No. 2201

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15664776

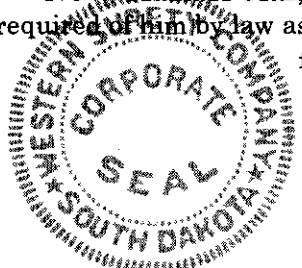
That we, Jimmy Zachary, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Governor of Texas, his successors in office,

in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 29th day of December, 2008.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2008, duly elected to the office of Constable Precinct 4 in and for ³Tyler County, State of Texas, for a term of three years commencing on the 31st day of December, 2008.

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 ⁴ faithfully perform the duties imposed by law.



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

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

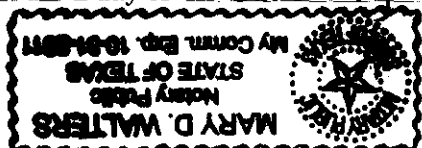
Jimmy Zachary Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of TYLER } ss

Before me, Jimmy Zachary Mary D. Walters on this day, personally appeared Jimmy Zachary, 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 2nd day of January, 2009.



Mary D. Walters
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 contracts or claims as are expressly authorized by law and 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 _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Jim Zachary, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct.#4 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 Jim Zachary

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2009.

SEAL _____ Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

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

ATTEST:

Date _____

Donece Gregory Clerk
Donece Gregory
County Court Tyler County

Jacques L. Blanchette County Judge,
Jacques L. Blanchette
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 29th day of December, 2008, with its certificates of authentication, was filed for record in my office the 2nd day of January, 2009, at 10:00 o'clock A. M., and duly recorded the _____ day of January, 2009, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy

Donece Gregory Clerk
Donece Gregory
County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

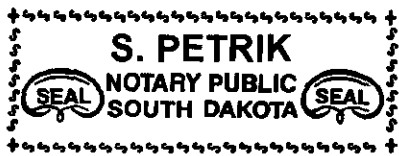
3. If precinct insert the number.
4. Conditions.

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ 29th _____ day of


_____ December _____, 2008, personally appeared _____ Paul T. Bruflat _____
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation
for the uses and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik

Notary Public

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of _____	Principal _____	Official Title _____, Texas	Filed the _____ day of _____, _____	at _____ o'clock _____ M.	_____ Clerk	_____ County, Texas
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Western Surety Company

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company at 605-336-0850.

3 You may call Western Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

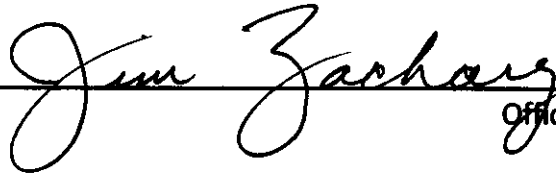
STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, Jim Zachary, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 2, 2009




Officer's Signature

Constable Precinct 4
Position to Which Elected/Appointed

Tyler County
City and/or County

Form No. 2201

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	VE03-06	Date Prepared:	12 26 08
<p><i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i></p>					
Buying Agency:	TYLER COUNTY	Contractor:	PHILPOTT MOTORS		
Contact Person:	DAVID HENNIGAN	Prepared By:	KEN DURBIN		
Phone:	(409) 283-2172	Phone:	(409) 284-1009		
Fax:	(409) 283-8656	Fax:	(409) 724-0886		
Email:	MO # 409 377 2124	Email:	KRISTEN.MURDOCK@PHILPOTTMOTORS.COM		
Product Code:	D07	Description:	2009 FORD POLICE INTERCEPTOR		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$ 20,516.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
FLOOR PLAN INTEREST	\$ 430.84	5 / 6 OUTLET POWER SUPPLY	\$ 199.00		
LOT INSURANCE	\$ 61.55	7 / 9A640 SIREN SWITCHBOX COMBO	\$ 455.00		
45C 3.27 LIMITED SLIP AXLE	\$ 103.00	8 / 100 WATT SPEAKER	\$ 195.00		
53M RADIO SUPPRESSION	\$ 90.00	9 / H P D CAGE 50 / 50 PLEXYGLASS	\$ 425.00		
58F AMFM RADIO	\$ -	9 / KICK PLATE / FOR BOTTOM OF CAGE	\$ 55.00		
51A LEFT SPOTLIGHT	\$ 265.00	10 / JOTTO DESK CONSOLE	\$ 355.00		
96B FRONT MOLDINGS LOOSE	\$ 28.00	6 STROBE PKG.	\$ 375.00		
66F POWER DISTRIBUTION BOX (REQ 2009)	\$ 43.00	1 D P S LED LIGHTBAR	\$ 1,885.00		
127 HD VINYL FLOORING	\$ -	RHINO BUMPER / W / WRAPS	\$ 510.00		
59C POWER ADJUSTABLE PEDALS (REQ 2009)	\$ 56.00	TITANIUM EXT. / GRAY INT.			
59M SIDE IMPACT AIRBAGS (REQ 2009)	\$ 284.00		Subtotal From Additional Sheet(s):		\$ -
4.6L V8 E55	\$ -		Subtotal B:		\$ 5,815.39
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
PDI CHARGE	\$ 80.00	GEAR SHIFT LOCK	\$ 125.00		
ADD CRUISE CONTROL 350	\$ 350.00		Subtotal From Additional Sheet(s):		\$ -
FRONT WIG WAGS	\$ 125.00		Subtotal C:		\$ 680.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		3%	
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description	Cost	Description	Cost		
EQ. SERVICES	\$ 1,250.00				
SAFETY VISION CAMERA COLOR	\$ 4,445.00		Subtotal D:		\$ 5,695.00
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					\$ 32,706.39
Quantity Ordered:	2	X Subtotal of A + B + C + D:	\$ 32,706.39	=	Subtotal E: \$ 65,412.78
F. H-GAC Fee Calculation (From Current Fee Tables)					Subtotal F: \$ 600.00
G. Trade-Ins / Other Allowances / Special Discounts					
Description	Cost	Description	Cost		
			Subtotal G:		\$ -
Estimated Delivery Date:		H. Total Purchase Price (E+F+G): \$ 66,012.78			

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	VE03-06	Date Prepared:	1309
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This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	TYLER COUNTY	Contractor:	PHILPOTT MOTORS
Contact Person:	DAVID HENNIGAN	Prepared By:	KEN DURBIN
Phone:	(409) 283-2172	Phone:	(409) 284-1009
Fax:	(409) 283-8656	Fax:	(409) 724-0886
Email:	NEED	Email:	KRISTEN.MURDOCK@PHILPOTTMOTORS.COM
Product Code:	K07	Description:	2008 TOYOTA TUNTRA 4 X 2

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,380.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 FLOOR PLAN INT.	\$ 427.98		
2 LOT INS.	\$ 61.14		
GY FRONT. SIDE. AIR CURTAIN AIRBAG SYSTEM	\$ 650.00		
UPGRADE TO 5.7 V-8 ENGINE	\$ 3,799.00		
FULL LIGHTING PKG. / PER CUSTOMER SPECS	\$ 2,445.00	UNIT IN STOCK / DEMO UNIT	
3 INT. TALONS / WIG WAGS / 6 STROBE PKG.		WHITE EXT.	
2 R & B GRILL LIGHTS / SIREN & SPEAKER COMBO		GRAY INT.	
STACK RACK CONSOLE / EQ. SERVICES		DEMO DISCOUNT & EQ. PKG.	\$ (3,000.00)
LEFT SPOTLIGHT	\$ 345.00		
SAFETY VISION CAMERA COLOR	\$ 4,445.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 9,173.12

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PDI CHARGE	\$ 80.00		
TRAILER TOW PKG.	\$ 628.00		
RADIO SUPPRESSION PKG.	\$ 90.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal C:	\$ 798.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	3%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	\$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 30,351.12

Quantity Ordered: 1 X Subtotal of A + B + C + D: \$ 30,351.12 = **Subtotal E:** \$ 30,351.12

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** \$ -

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
05 F-150 S / C TRADE IN / PER LIST	\$ (4,500.00)	4 TRADE INS / PER LIST	\$ (4,000.00)	Subtotal G: \$ (8,500.00)

Estimated Delivery Date: _____ **H. Total Purchase Price (E+F+G):** \$ 21,851.12

Evaluation of the Tyler County Criminal Justice System

January 7, 2009

MGT
OF AMERICA, INC.

Background

- On August 26, 2008, Tyler County hired MGT to evaluate the justice system to determine whether additional jail capacity is needed.
- To perform the evaluation, MGT personnel:
 - Interviewed elected officials, staff, and stakeholders;
 - Toured the facility;
 - Analyzed data provided by Net Data and Tyler County; and
 - Conducted a peer analysis.

Recommendations

- Increase capacity of jail by 37 beds by 2018 (total capacity of 80 beds).
- Increase space provided in jail for program services and support services:
 - Space is currently inadequate; and
 - Need for additional space will become more pronounced as jail population grows.

Recommendations II

- Continue using alternatives to incarceration, including the pre-trial supervision program.
- Develop a program alternative specifically targeted at those accused of check writing offenses.
- Develop detailed policy and procedures for the issuance of citations for Class B misdemeanors.

Recommendations III

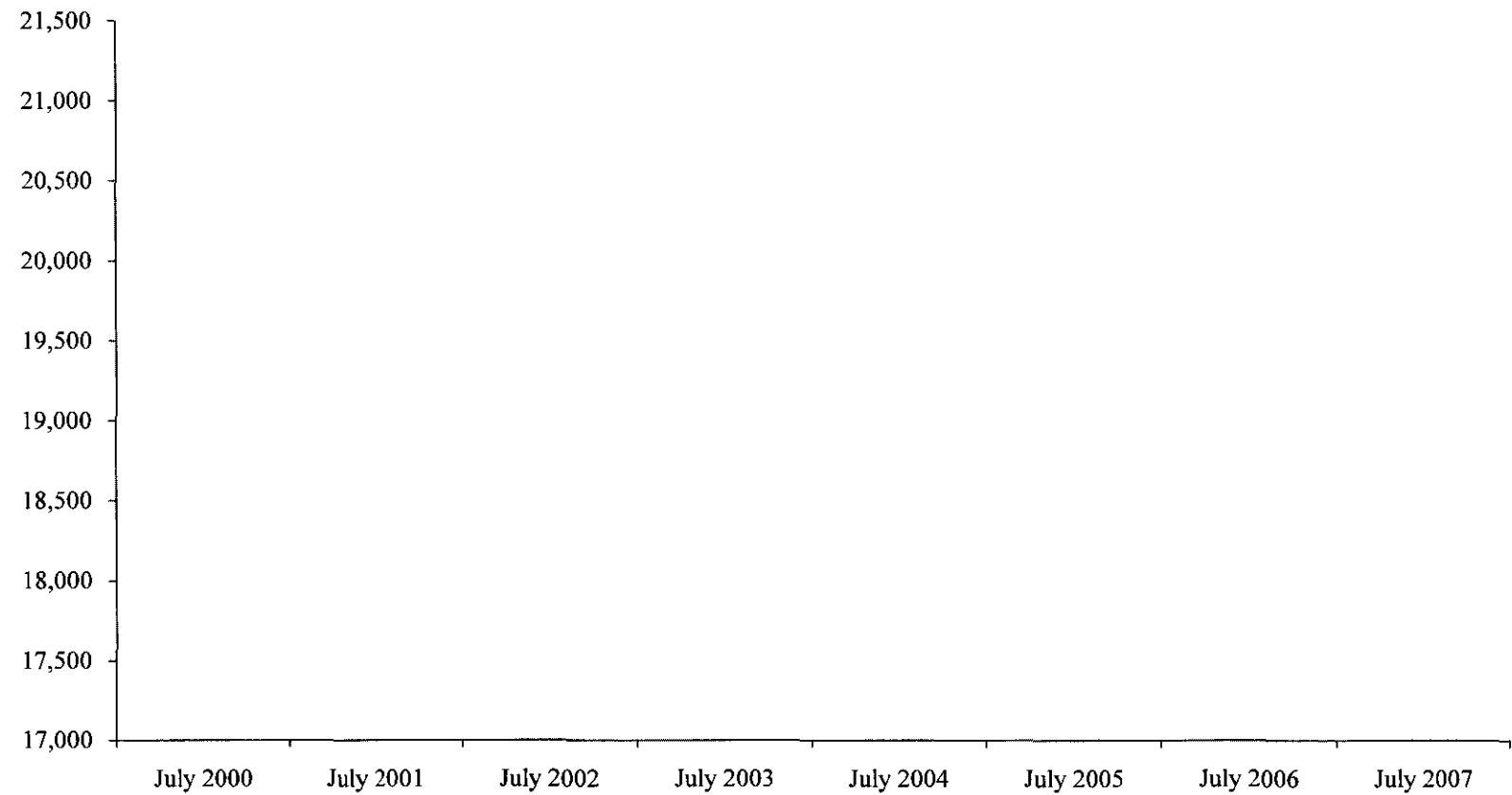
- Conduct a comprehensive review of data system and management reporting needs.
- Identify necessary data not being recorded in the Net Data system.
- Work with Net Data to develop or enhance the county's system-reporting capability.
- Develop a management reporting system to monitor the performance of each area of the local justice system.

Factors Effecting Jail Population

- Jail population tends to be reflective of:
 - Population growth;
 - Violent crime rate;
 - Property crime rate; and
 - Incarceration rate.

Population Growth

Tyler County Population



MGT
OF AMERICA, INC.

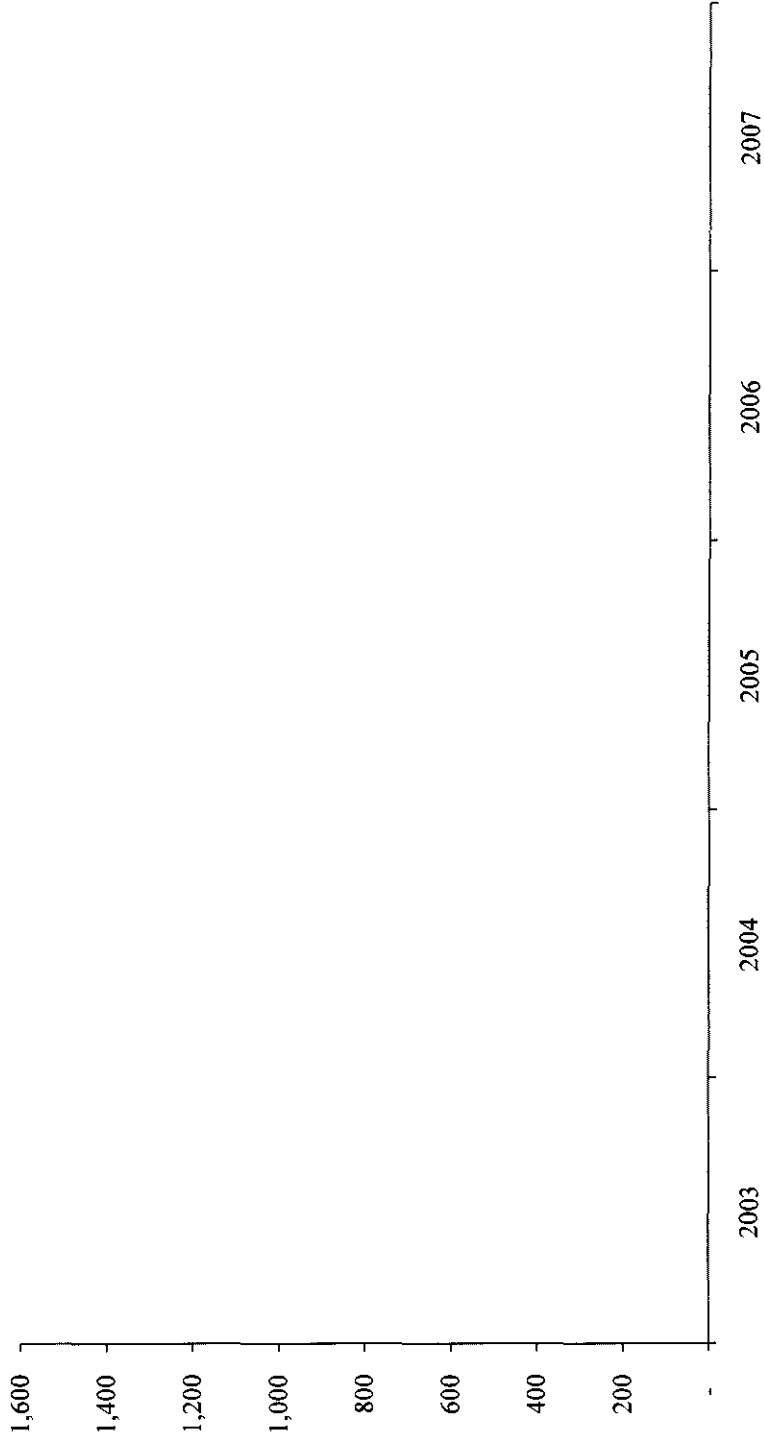
Violent Crime Rate

Tyler County Violent Crime Rate

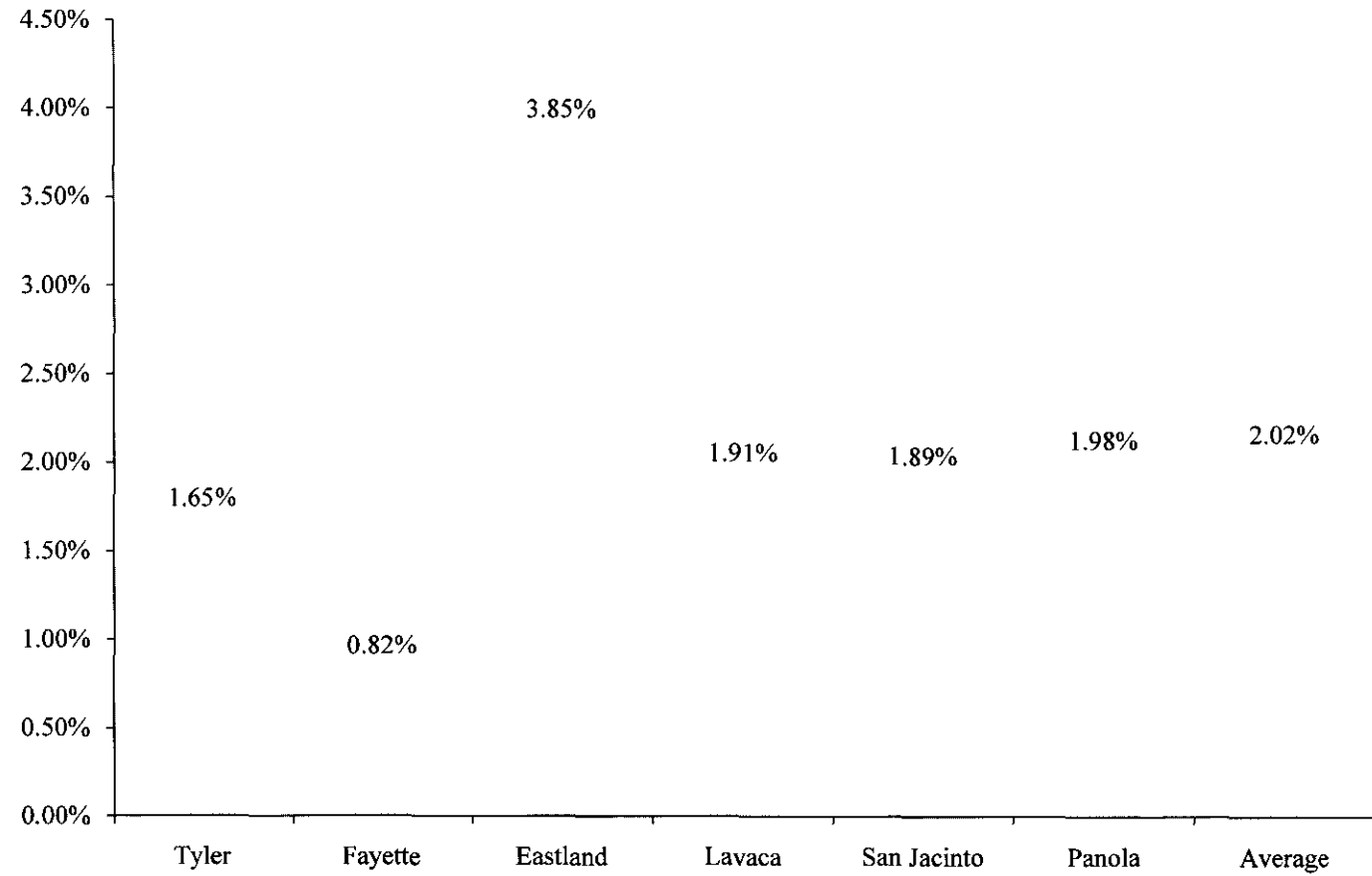


Property Crime Rate

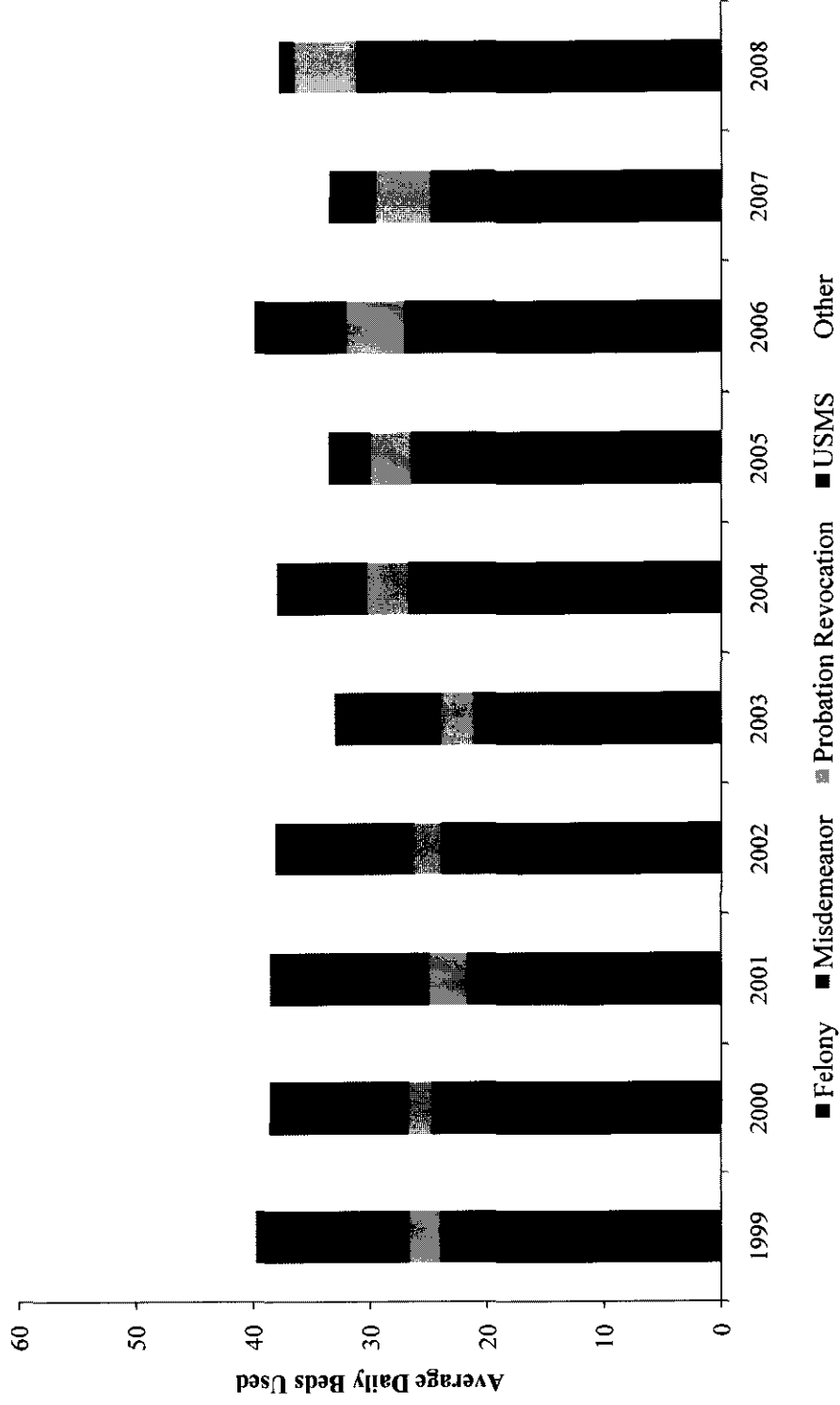
Tyler County Property Crime Rate



Incarceration Rate

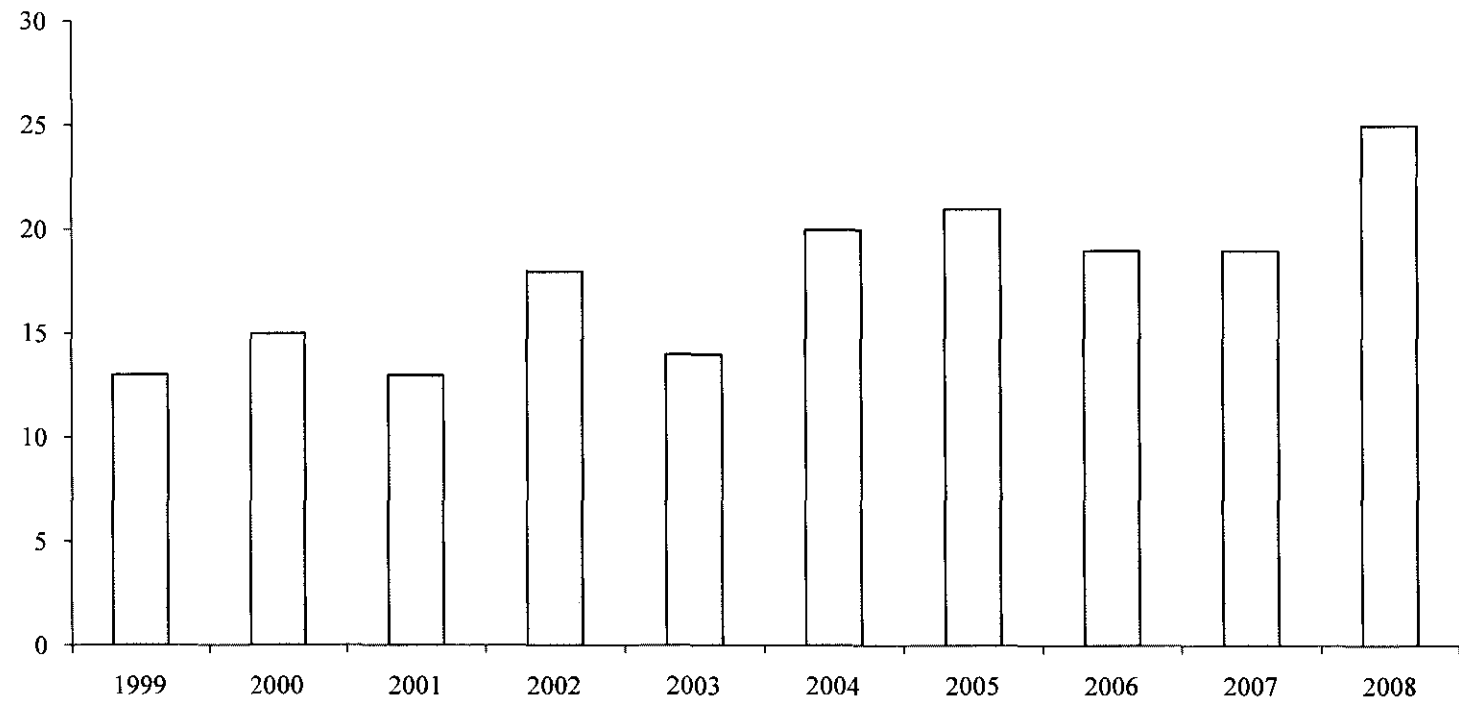


Populations inside the Tyler County Jail System



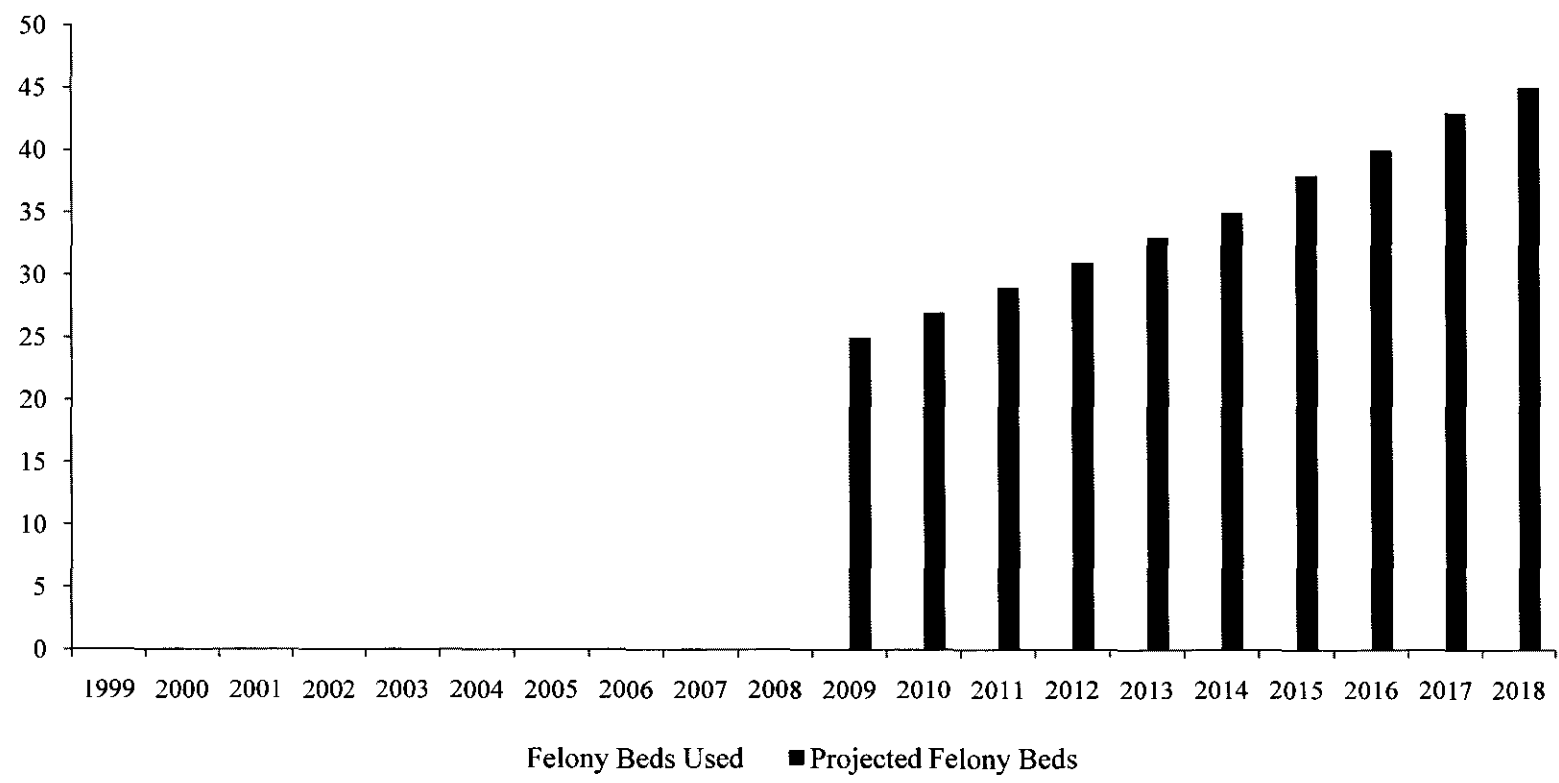
Felony Population

Average Number of Felony Beds Used Daily



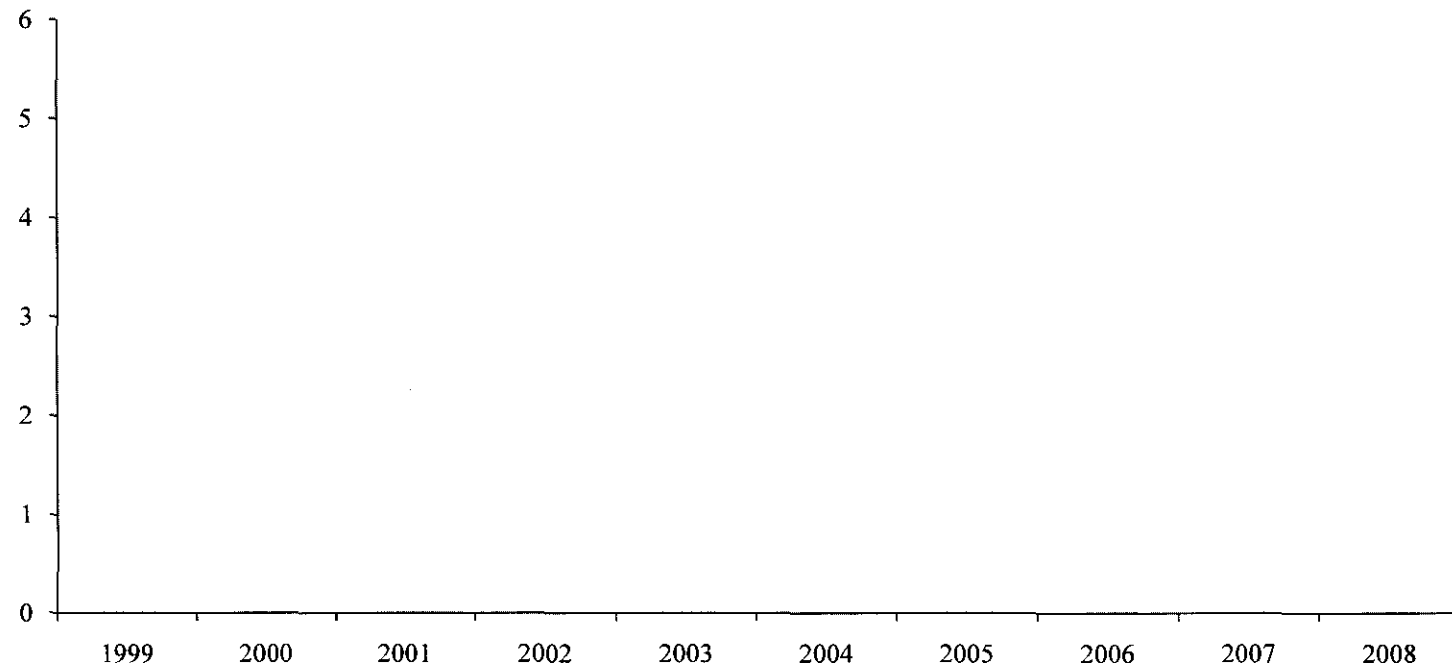
Felony Population Projection

Daily Felon Bed Use



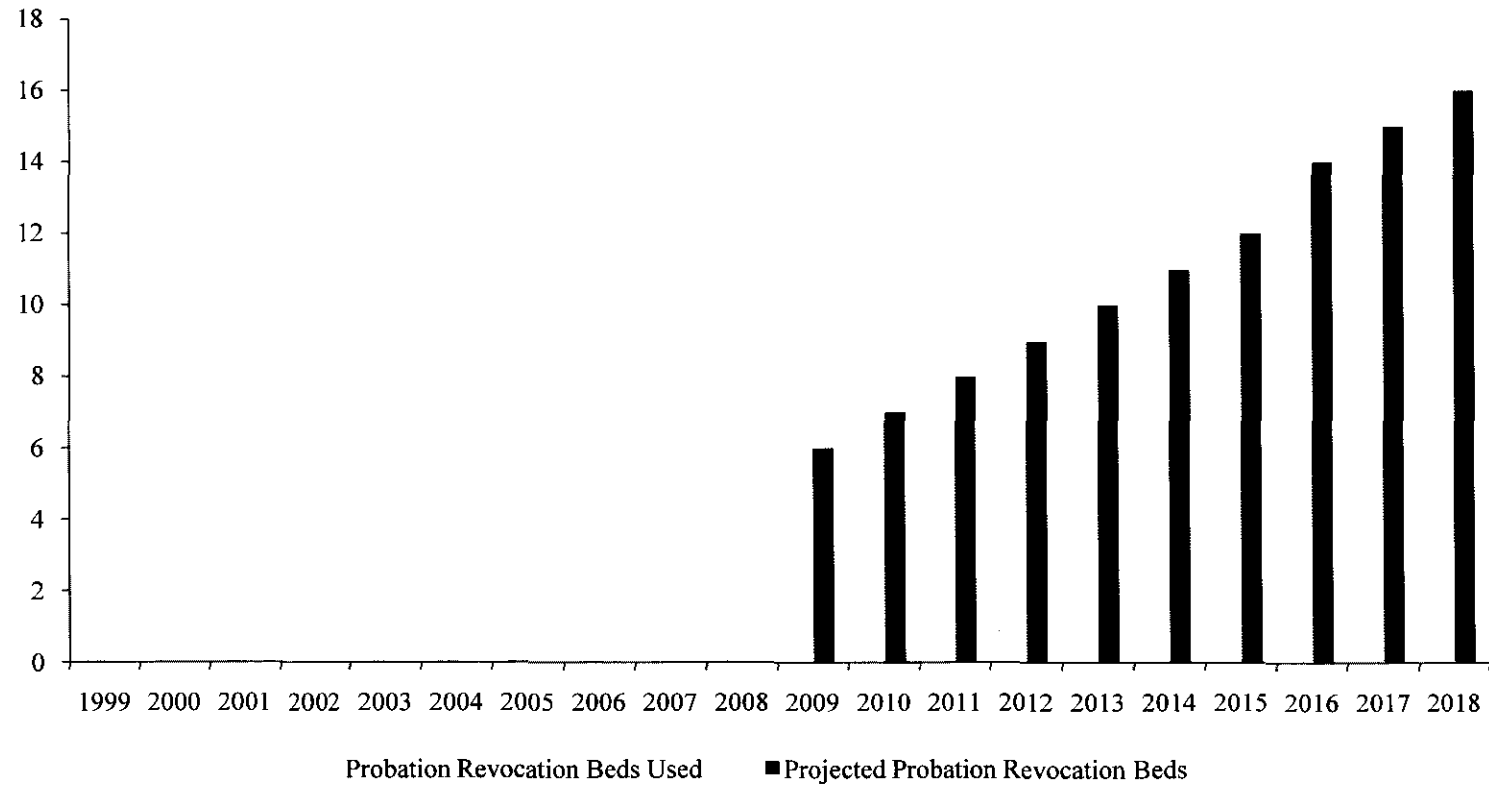
Probation Revocation Population

**Average Daily Number of Beds Used for Probation
Revocation**



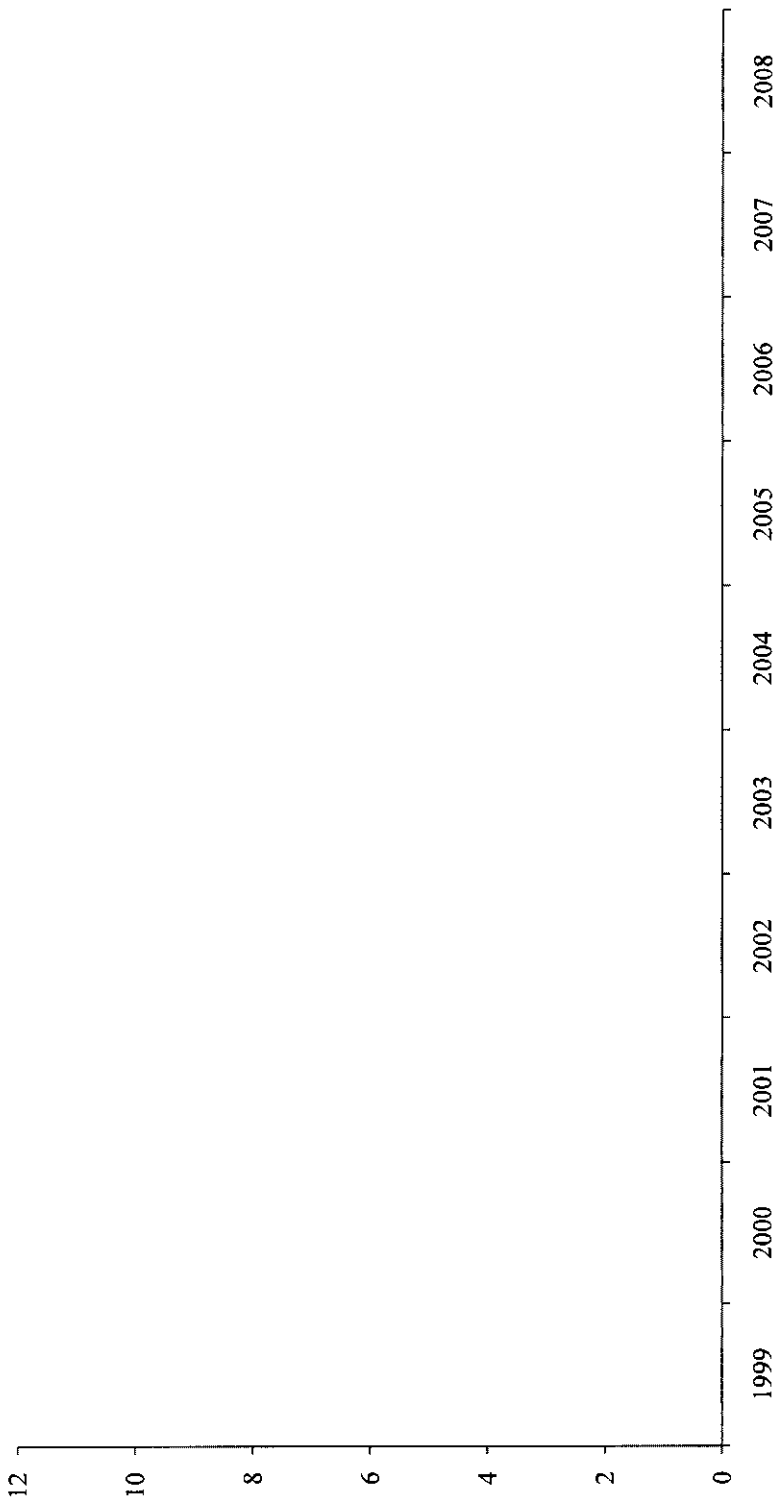
Probation Revokee Population Projection

Number of Beds Used Daily for Probation Revocation



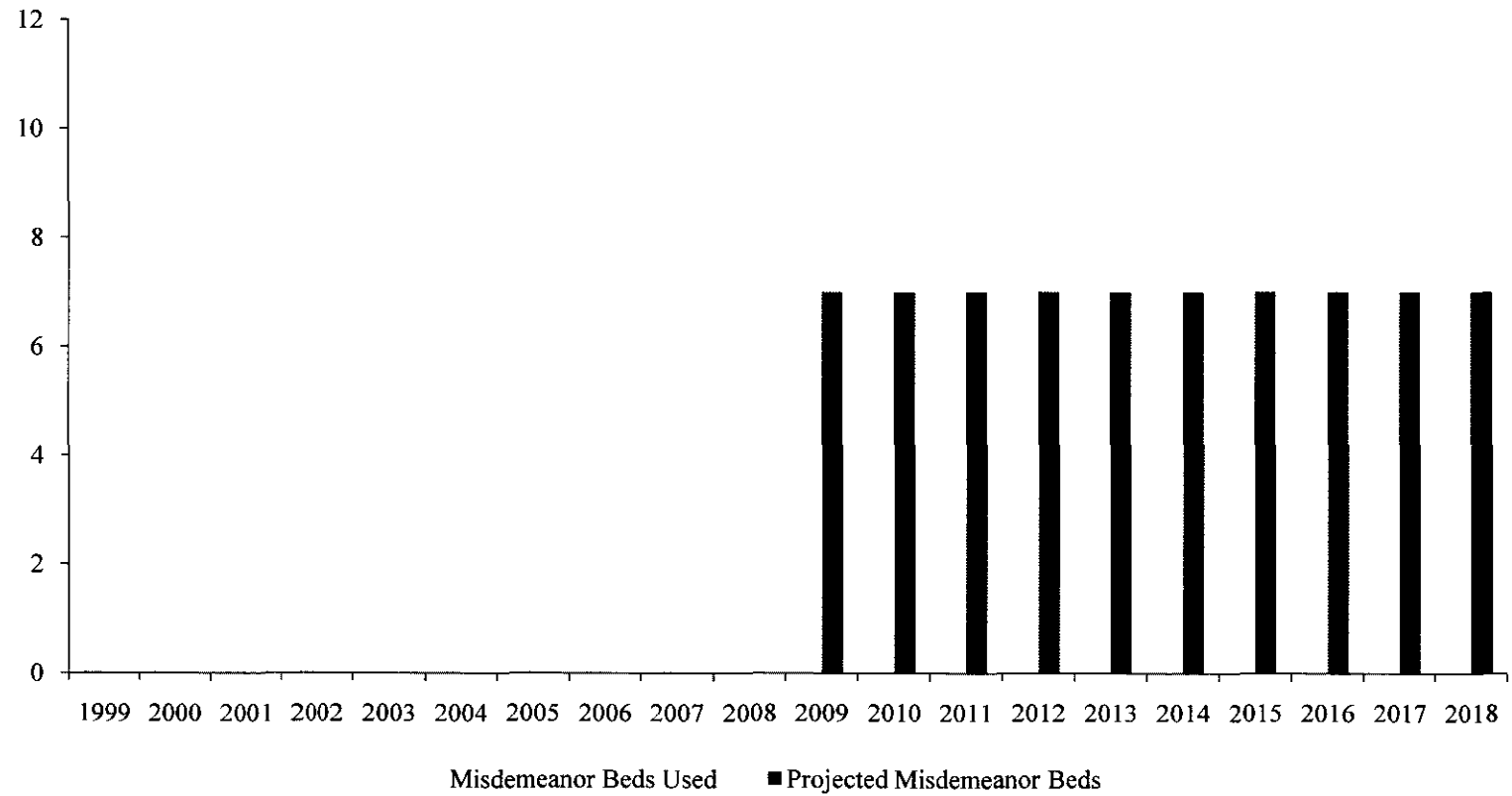
Misdemeanant Population

Misdemeanor Beds Used



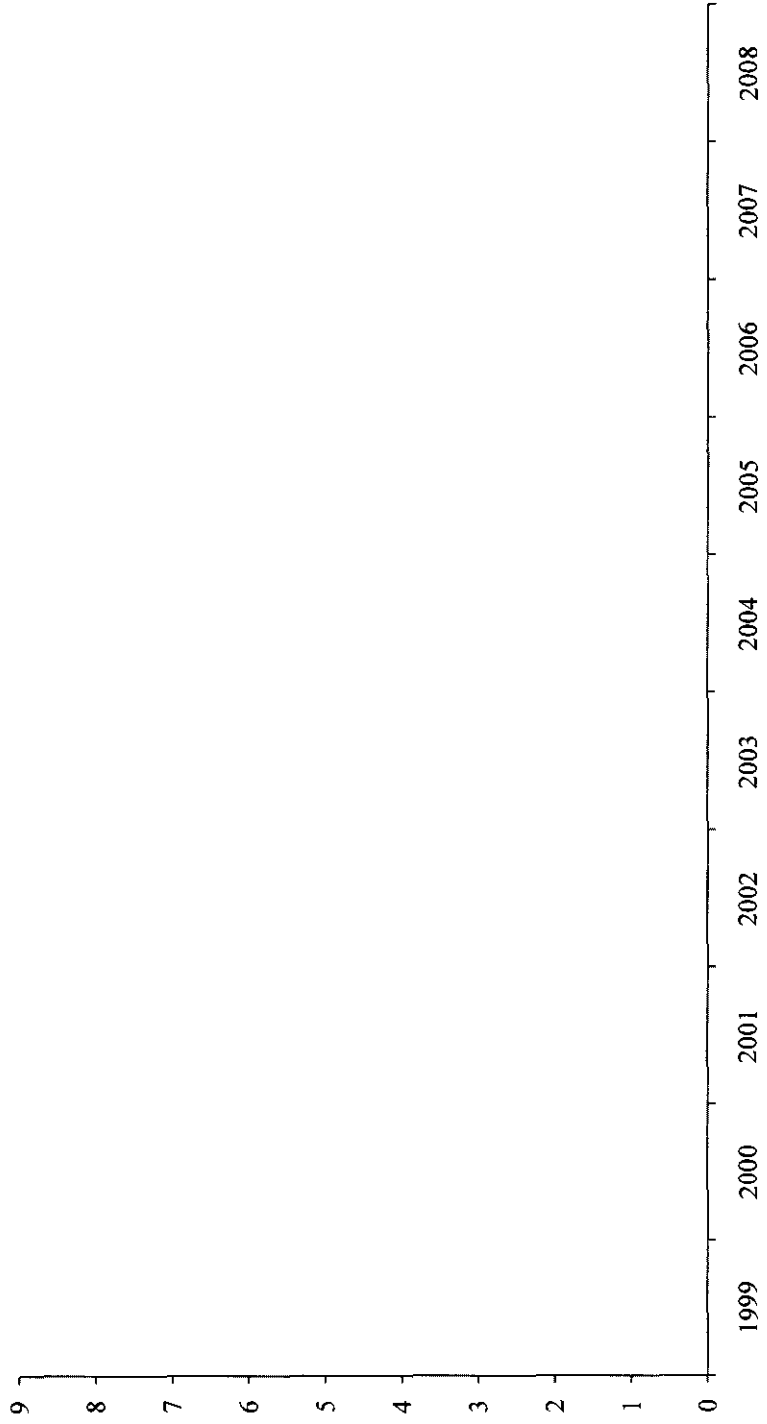
Misdemeanant Population Projection

Daily Misdemeanant Bed Use

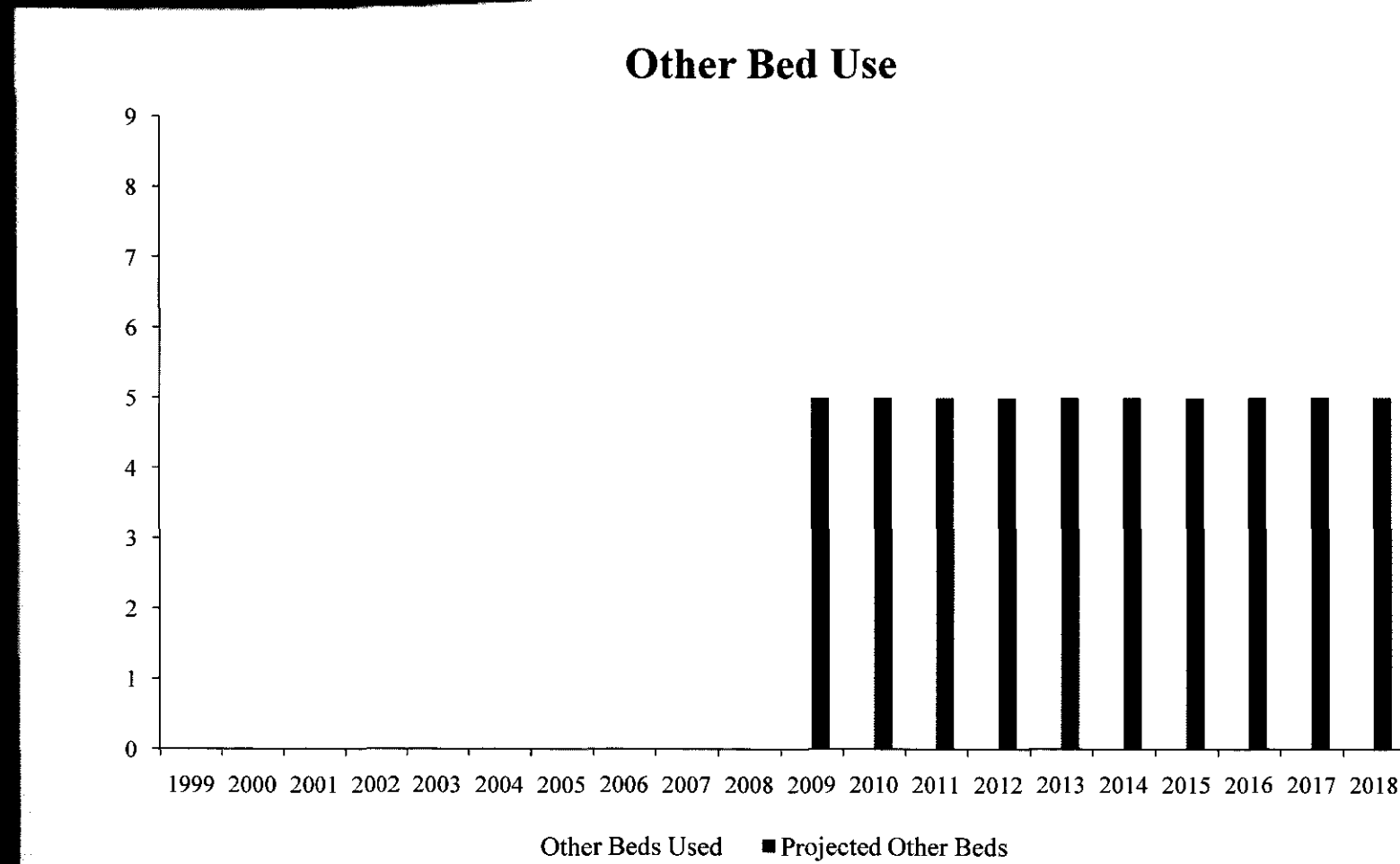


Other Bed Use

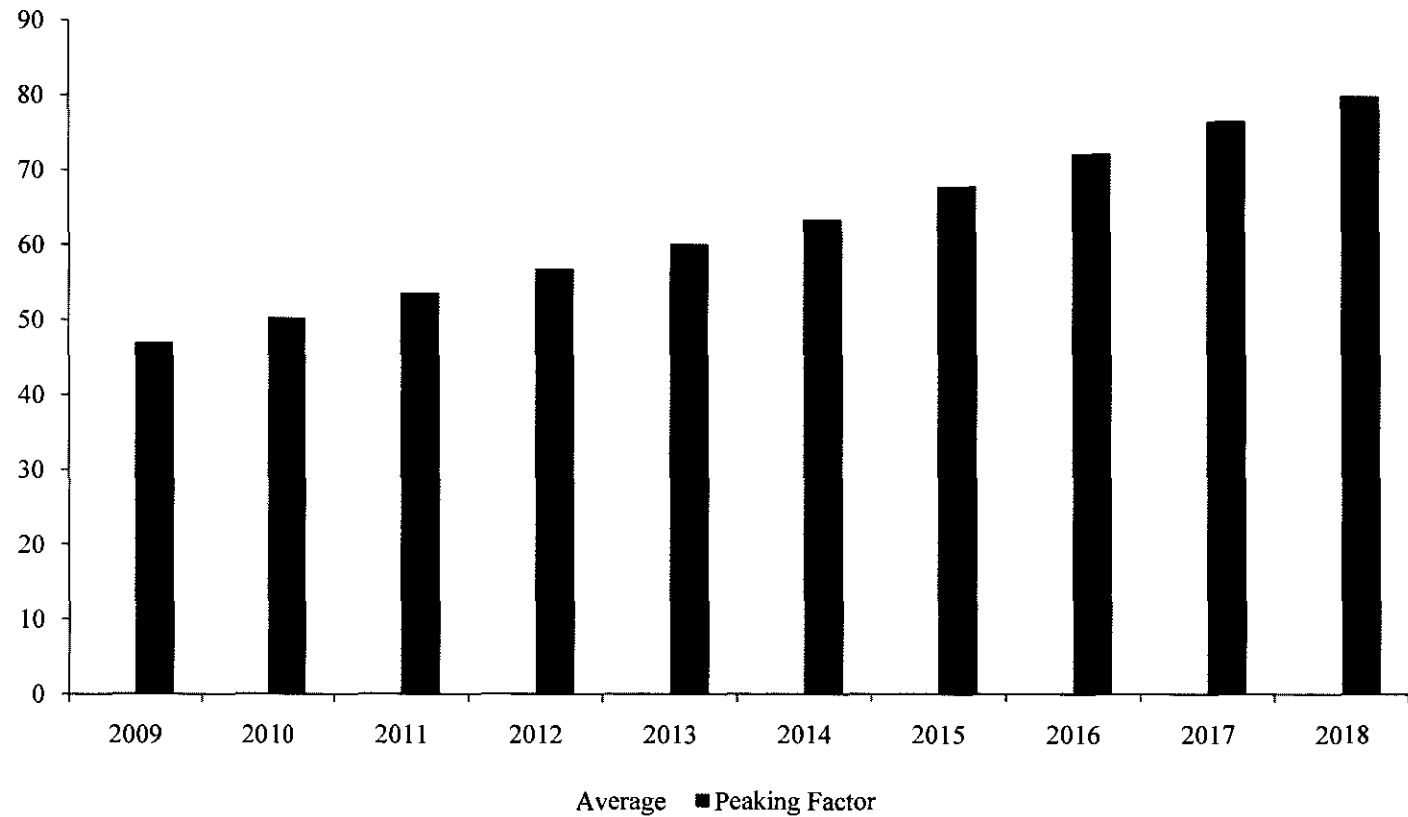
Other Beds Used



Projected Other Bed Use



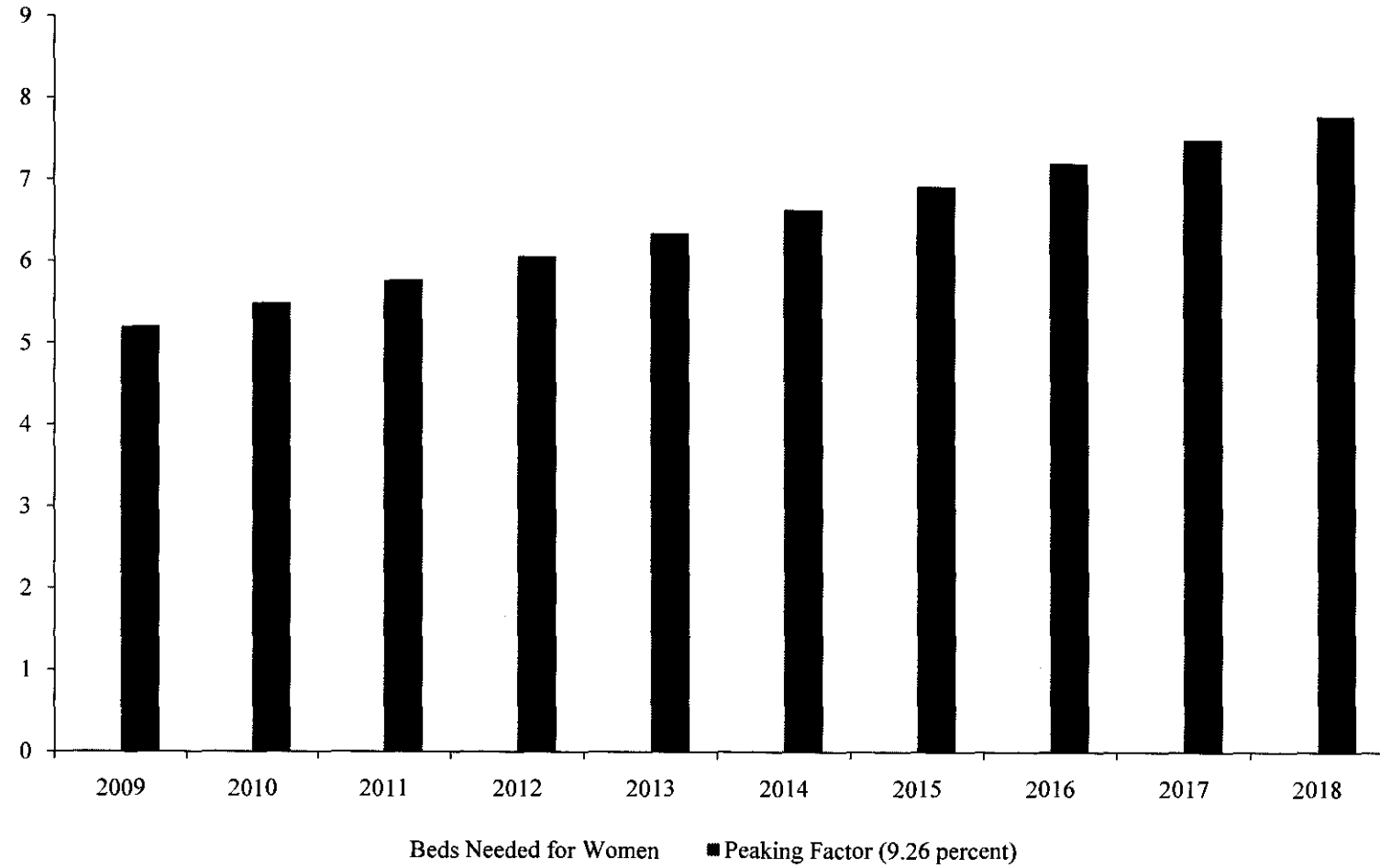
Jail Population Projection



Jail Population Projection II

- Tyler County will need to house an average daily population of 73 inmates by 2018.
- The peak population of the jail will likely be 80 inmates in 2018.
- As female inmates must be kept separate from male inmates, the female population is projected separately (although included in the total).

Female Projection



MGT
OF AMERICA, INC.

Use of Excess Space

- Tyler County will not immediately require 80 jail beds.
- In the interim, the additional capacity can be used to address the warrant backlog and/or to house inmates under a contract.

Federal Contract Inmates

- Federal contract inmates were not included in the future projection.
- MGT recommends that the Sheriff's Office and the Commissioners Court decide how many (if any) contract inmates the jail would seek to house on a long term basis (as opposed to the interim) and add that number to the projection.

Capacity Management

- Currently there is only one room within the jail for programs and it cannot hold 43 inmates.
- The current kitchen and laundry are too small for the current jail population.

Justice System Processes

- Court system appears to be efficient.
- Recent legislation allows for the use of citations for Class B misdemeanors and MGT recommends that the Sheriff's Office and the Woodville Police Department develop a policy on using these citations.

Alternatives to Incarceration

- Tyler County makes reasonable use of jail diversion programs as a means of controlling the jail population.
- Additional areas for which programs could be developed are:
 - Bad check writing;
 - Traffic offenses; and
 - Class C misdemeanors.

Information Management

- Although the reports provided by Net Data are useful, Tyler County needs more interactive capability to monitor and address a growing jail population.
- Common justice system performance measures are included in MGT's report.
- Tyler County and Net Data should determine whether these measures can be generated by data in the computer systems.

MGT
OF AMERICA, INC.

MGT would like to thank

- Jacques Blanchette
(Tyler County Judge)
- Joe Smith
(Tyler County District Attorney)
- Bill Johnson
(Tyler County Sheriff's Office)
- Jessie Wolf
(Tyler County Sheriff's Office)
- Scott Yosko
(Woodville Police Department)
- David Hennigan
(Tyler County Sheriff's Office)
- Lou Ann Cloy
(Tyler County District Attorney's Office)
- Greg Lawson
(Texas Department of Criminal Justice)
- Terry Riley (Tyler County Constable)
- Mike McCulley
(Woodville Police Department)
- Earl Stover III (District Judge)
- Joyce Moore (Tyler County Auditor)
- Bruce Strickland
(Tyler County Probation)
- Melissie Evans
(Tyler County District Clerk)
- Donece Gregory (Tyler County Clerk)
- Matt Byrd (Net Data)



MGT

OF AMERICA, INC.

MGT of America, Inc.

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Donece

TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 Woodville, Texas

January 7, 2009

1:30 PM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

✓ W/N

1. CONSIDER/APPROVE: Commissioners Court Minutes for December 12, 2008 and December 22, 2008. - D. Gregory *Jaquuted yes Also*

✓ H/N

2. CONSIDER/APPROVE: Amending jury fee from \$22 back to \$10. - D. Gregory *J✓*

✓ W/H

3. CONSIDER/APPROVE: Official Bonds. - D. Gregory *J✓*

✓ W/M

4. CONSIDER/APPROVE: Adopting state mileage allowance. - J. Walston *as of 9/1 @ 55 J✓*

✓ N/M

5. CONSIDER/APPROVE: Purchase of two (2) patrol vehicles through Buy-Board based on new bids, which now include emergency lighting, cameras, push bumpers, and control boxes. - David Hennigan, Sheriff

Rstate prev current Sheriff truck out

6. CONSIDER/APPROVE: Purchase of one pick-up truck, either a 2008 Toyota Tundra Super Crew or 2009 Ford F-150 Super Crew, also with emergency lighting, cameras, push bumpers, and control boxes installed. - D. Hennigan *original bid*

*2008 6000 miles
Demo y 41100 chopper
than 2009
US Marshall*

*Judge intend + no payor
members of local jail study*

7. PRESENTATION by MGT of America, Inc. of Tyler County Jail needs study. Margo L. Frasier, Retired Sheriff, Presenter.

*Joe, Rusty needs more than 37 exp if Co keep Fed pris. Nash
remember that jail comm agreed to avoid 96.*

**Commissioners Court
Packet Contents for January 7, 2009**

**Copy of the posted Agenda for 1:30
with the following supporting documentation**

1. Minutes December 12 Special and December 22 Special
2. Amending Jury Fees
3. No Documentation Included
4. No Documentation Included
5. No Documentation Included
6. No Documentation Included
7. No Documentation Included