

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
AUGUST 13, 1973
10:00 A.M.

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At the Meeting of the Tyler County Commissioner's Court held on the above date, all members were present. The Meeting was opened with a prayer.

A motion was made by Comm. Parks and seconded by Comm. Best to approve the payment of the monthly bills as submitted and approved by the Auditor. See attached list. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Jordan to allocate \$20,000.00 of Revenue Sharing money in 1973 and \$5,000.00 each year for 4 years, also out of Revenue Sharing, to construct Show Barn facilities at the Youth Rodeo Arena. For Comms. Parks Jordan, and Best. Abstained Belt.

A motion was made by Comm. Belt and seconded by Comm. Best to authorize the County Clerk to enter into a contract to change from the Xerox copy machine to a 3M copy machine. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Best to issue an order to have money returned to the county lateral road account in the amount of \$28,193.70 from the Board of County and District Road Indebtedness. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Best to authorize Comms. in Pct. 1 and 4 to advertise for bids for a new truck. Bids to be opened at 10:00 A.M. on August 31, 1973. The County reserves the right to refuse any or all bids submitted. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Belt to accept the bid of Haygood Paint for painting the inside and outside of the Courthouse for \$9808.00 and a bid of \$1285.00 to repair, stop leak, and paint the clock tower. See attached bids. All voted yes, none voted no.

A motion was made by Comm. Parks and seconded by Comm. Best to accept bid of Woodville Fence and Construct-All Company's bid of \$3,180.00 on the Domino Recreation Hall. See attached bid. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Parks to set a budget hearing at 10:00 A.M. on August 31, 1973. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Belt to approve the monthly reports of the County Extension Agents. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Best to set the County tax rate at 80¢. All voted yes, none voted no.

A motion was made by Comm. Jordan and seconded by Comm. Belt to re-appoint Morris Clemmons, Mrs. Cecil Odgen, and Johnny Harris to the Hospital Board. All voted yes, none voted no.

A motion was made by Comm. Best and seconded by Comm. Jordan to submit the truck and automobile expenses, rural fire protection and County Health Officer expenses on the 15th instead of the 1st of the month. All voted yes, none voted no.

There being no further business the Meeting adjourned.

SIGNED: Tom D. Mann Tom D. Mann, County Judge

Joe I. Best Joe I. Best, Comm. Pct.#1

H.M. Parks H.M. Parks, Comm. Pct.#2

Kenneth C. Belt Kenneth Belt, Comm. Pct.#3

James R. Jordan James R. Jordan, Comm. Pct.#4

ATTEST: Allen Sturrock Allen Sturrock, County Clerk



Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
793	Irene Amacker	Feed Prisoners-Sherriff	355.00	8-9-73
786	Angelina Oil Co., Inc.	Gas & Oil - Sherriff	9.30	8-9-73
783	Commissioners of The Bureau of Labor Statistics	Boiler Inspect.	3.00	8-9-73
784	Continental Oil Co.	Gas & Oil - Sherriff	20.57	8-9-73
761	Craven Bros. Ready Mix Concrete	Low Boy Rental-Concrete Rods	725.00	7-18-73
768	Deep East Texas Development	Association Dues	120.00	8-3-73
773	Deep East Texas Council of Dev.	Tyler County Share of 1974 Prog.	447.51	8-3-73
808	Dismukes Gro.	Janitors Supplies	5.32	8-10-73
807	East Texas Exterminating Co.	Exterminating - July	22.50	8-10-73
790	Exxon Co.	Gas & Oil - Sherriff	86.62	8-9-73
802	Etex Paper Co.	Janitors Supplies	166.23	8-10-73
765	Fidlar & Chambers	Federal Revenue Sharing Books	36.60	8-3-73
44-A	Gassiotts	Supplies - Co. Treas.Clerk,Sher	163.00	8-10-73
772	Arthur Gilchriest	Constable Fees & Mileage	70.00	8-3-73
787	Gulf Oil Corp.	Gas & Oil - Sheriff	51.28	8-9-73
810	Gulf States Utilities	Courthouse Utilities	383.29	8-10-73
779	Omer Lee Hall	Constable Fee	54.00	8-9-73
778	Sam Jeffcoat	July Report - Justice-Of-Peace	50.00	8-9-73
770	Legal Director's Pub. Co., Inc.	2 Legal Directories	25.88	8-3-73
799	Lufkin Typewriter Co.	VOID		
800	M & C Oil Co.	Gas & Oil - Sheriff	222.75	8-10-73
789	Mobil Oil Corp.	Gas & Oil - Sheriff	21.67	8-9-73

APPROVED THIS 13 day of Aug., 1973.

Tom N. Mann
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

Carl A. King
COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
47-A	Muni Chem Corp.	Janitors Supplies	200.20	8-10-73
760	Brooks Sanders	Mowing Airport	500.00	7-30-73
763	Southwestern Bell Telephone Co.	Courthouse Telephones	424.14	8-3-73
764	Story Wright		115.66	8-3-73
785	Share Crop.	Sheriff Supplies	66.70	8-9-73
782	Stafford Lowden Co.	Supplies	240.54	8-9-73
798	Standard Office Equipment Co.	Supplies - Dist. Clerk	11.20	8-9-73
769	Steck Warlick	Supplies	25.40	8-3-73
791	Straughn Electronics	Repair to Radio - Sheriff	90.86	8-9-73
809	Sullivans	Courthouse Supplies	53.89	8-10-73
777	Tyler County Civil Defense	Office Equipment	52.96	8-9-73
788	Texaco	Gas & Oil - Sheriff	178.44	8-9-73
795	D.B. Tucker	Repairs To Radio - Sheriff	10.50	8-9-73
804	Turners Plumbing Serv.	Repairs to Courthouse	156.00	8-10-73
794	Tyco Feed	Weight Tickets - Sheriff	12.00	8-9-73
781	Tyler County Booster	Advertising	13.10	8-9-73
803	Wattsco Contractors	Repairs	34.50	8-11-73
775	W.C. Royle Co.	Filing Cabinet	80.89	8-3-73
797	West Publishing Co.	Books on Criminal Code- Sheriff	286.70	8-9-73
796	Western Auto	Supplies-Sheriff, Janitors Supp.	4.05	8-9-73
806	Whitton & Wilson Furn. & Appl/	Filters For Air Cond.	5.10	8-10-73
801	City of Woodville	Courthouse Utilities	53.65	8-10-73

APPROVED THIS 13 day of Aug, 1973.

Sam A. Moore
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

Robert A. Keady
 COUNTY AUDITOR

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date - Allowed
818	Kenneth Belt	Re- Imbursement for Tele. Exp.	35.26	8-10-73
822	Birdwells Welding & Mach. Shop	Repairs	54.84	8-10-73
762	Jonnie Cryer	4 Tires, Tubes, & Wheels-900x20	240.00	8-2-73
817	City Water Works	Utilities-July	5.00	8-10-73
811	J.F. Dean	Supplies	42.20	8-10-73
819	Exxon Co.	Industrial Oil	80.56	8-10-73
820	Exxon Co.	Gas & oil	60.98	8-10-73
826	Goodyear Service Stores	Tire & tubes	58.70	8-10-73
813	Gulf States Utilities	Utilities	16.35	8-10-73
812	Harrington Electrical Serv.	Supplies	61.47	8-10-73
824	Jimmy's Auto Parts	Supplies	19.56	8-10-73
54-A	Jimmy's Auto Parts	VOID		
823	M & C Oil	Gas & Oil	566.90	8-10-73
825	Meadows Store	Supplies	24.55	8-10-73
814	Minyard Motor Co.	Supplies	41.53	8-10-73
827	Ogden Chev. Co.	Repairs	225.49	8-10-73
815	Texaco	Gas & Oil	38.06	8-10-73
821	Woodville Welding & Mach. Shop	Repairs	163.82	8-10-73

APPROVED THIS 13 day of Aug, 1973.

Wm. R. Mason
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

Carl A. King
 COUNTY AUDITOR

Cyler County

WOODVILLE, TEXAS

JOHNIE HICKMAN
COUNTY AUDITOR
WOODVILLE, TEXAS 75979

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RECEIPTS:

\$142,488.00
41,855.00
41,855.00

\$226,198.00

EXPENDITURES:

Public Safety 9,984.84
Environmental Protection 40,575.00
Public Transportation 5,437.60
Library 3,500.00
Financial Administration 1,227.93
Capital Expenditures:
Remodeling Courthouse \$23,922.55
City of Chester 1,500.00
Office Equipment 4,235.02
Pct. 1 738.00
Pct. 2 3,034.12
Pct. 3 4,241.32
Solid Waste 11,756.50
49,427.51

110,152.88

Balance in Bank 8-13-73

\$116,045.12

Proposed Expenditures per Commissioners Court Minutes.

Soil Conservation\$ 765.00
Sprinkler System 2,975.00
Little League Ball Park Lights..... 23,850.00
Micro-Film - County Clerk..... 1,500.00
Total Budgeted.....\$42,590.00

Guaranteed Maintenance Agreement

1. You are authorized to place under maintenance the equipment listed on the reverse side of this agreement.
2. The machines listed on this form will receive preventive maintenance inspections on a scheduled basis during the one year term of this agreement, unless otherwise specified, to include the inspection, adjusting, cleaning and lubrication of machines so covered. This agreement also includes interim calls, during normal business hours, as reasonably requested by us, necessitated by causes other than carelessness or improper handling and use of the equipment.
3. All parts will be replaced without charge, with the exception of those parts damaged by carelessness or misuse, and with the exception of the following:
 COPIERS - Lamps, belts, screens, or glass plates.
 MICROFILM EQUIPMENT - Lamps, mirrors, screens, copy boards, glass flats, or sponge rollers.
 OVERHEAD PROJECTORS - Lamps or slate.
 BACKGROUND MUSIC - Excludes Magnetic Tape, but does include mechanical operation of cartridge.
4. This agreement does not cover work or replacement of parts made necessary by our carelessness or misuse or by accident. Your responsibility ceases if the equipment is repaired or adjusted by any person other than a representative authorized by the manufacturer.
5. We understand that your liability with respect to any property damage or injury (including death) to persons arising out of, or connected with services performed under this agreement, is limited strictly to that imposed by law, and that there is no contract imposing any greater degree of liability on you.
 No modification or amendment to this Agreement will be binding on you unless in writing and signed by an officer of your company.
6. The transfer of equipment covered by this agreement to a location outside your normal servicing area will exclude it from the terms of this agreement. The charges on machines transferred to a different zone within your normal servicing area during the term of this agreement will be adjusted to the applicable rate for the new zone.

7. This Agreement will be automatically renewed for successive one year periods upon receipt of payment for Maintenance Charges in effect at the time of renewal. Either party may terminate this Agreement at any time by giving thirty days prior written notice to the other party.
8. There shall be added to the fee for this agreement any tax now or hereafter imposed on, or in connection with, the sale or delivery or furnishing of such services or materials described herein.
9. This agreement assures us of complete servicing of the equipment itemized on this agreement on an annual basis with periodic inspection.

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COMPANY-NAME Tyler County
(Firm name of purchaser)

SIGNED BY _____ DATE _____

DEPARTMENT County Clerk

ADDRESS 100 Courthouse St.
Woodville, Texas

BRANCH MGR. _____ DATE _____



3M BUSINESS PRODUCTS SALES INC.

Woodville Fence and Construct-All Co.

P. O. Box 554
Woodville, Texas 75979

COUNTY OF TYLER 40

Bid to Royce Brockman on Domino Hall

One 14x20 western room, all glass with one foot overhang
on roof.

Ceiled and insulated.

No wiring or air conditioning.

No slab.

Total bid price . . . \$3,180.00

Signed: Charles Britnell
Charles Britnell, Owner
Woodville Fence Company
P. O. Box 554
Woodville, Texas 75979



United Portable Building Co.

107 NORTH MAGNOLIA • WOODVILLE, TEXAS 75979 • (713) 283-3702

May 18, 1973

COUNTY OF TYLER
Co

Royce Brockman
County Courthouse
Woodville, Texas 75979

Re: Bid on Building for Domino Players

Per telephone Conversation this date, our bid on the
14x20 colored aluminum building is \$2,075.00.

Yours truly,

Dan Kent

Morris C. Clemmons Jr. Pres.

102 So. Charlton St. - 283-2514
Woodville, Texas 75979

February 21, 1973

Tyler County Commissioners Court
c/o Judge Tom Dick Mann
Woodville, Texas

Gentlemen:

At your request I would like to submit my bid to paint the outside walls of the Tyler County Court House for \$8,830.00.

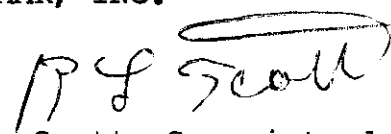
This bid includes the following items:

1. Clean all outside walls using a solution of Tri-Sodium Phosphate and Clorox.
2. Clean and reglase windows where necessary.
3. ~~One~~ ^{Two} coats of masonry Latex.
4. Two coats of paint on all wall and wood surface.
5. Material used will be of highest quality.
(John Blair are Glidden)
6. Cracks in masonry will be cleaned out and filled with G. E. Silocone caulking and plaster.
- ~~7. Clean out all down spouts.~~
8. Clean and paint outside air-conditioning units.
9. Contractor shall furnish certificate of insurance.
10. Pay local pervailing wages.
11. 30 working days to complete contract.
- ~~12. Replace screen on jail windows.~~

Upon acceptance and approval of this contract we can start this work within 48 hours. We appreciate this opportunity to submit our bid.

Sincerely,

FRANMAR, INC.


R. L. Scott, Superintendent

RLS/jw

APARTMENT BUILDING & MANAGEMENT

Morris C. Clemmons Jr. Pres.

102 So. Charlton St. - 283-2514
Woodville, Texas 75979

March 15, 1973

Tyler County Commissioners Court
c/o Judge Tom Dick Mann
Woodville, Texas 75979

Gentlemen:

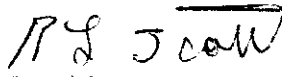
I wish to clarify items three (3) and four (4) on my bid dated February 21, 1973 to paint the outside of the County Courthouse.

These items should have been combined to read that we agree and will paint two coats on all outside walls and two coats of paint on all outside wood windows and framing.

If there are any other questions in reference to this bid please contact me. All other items shown on our bid remain the same.

Sincerely,

FranMar, Contractors


R. L. Scott, Superintendent

RLS/jw

APARTMENT BUILDING & MANAGEMENT

Morris C. Clemmons Jr. Pres.

102 So. Charlton St. - 283-2514
Woodville, Texas 75979

June 20, 1973

Tyler County Commissioners Court
c/o Judge Tom Dick Mann
Woodville, Texas

Gentlemen:

We would like to submit our bid to paint the first floor corridor in the Tyler County Court House for the sum of \$ 2,000.00.

This bid includes the following items:

- (1) Clean and caulk all cracks in wall
- (2) Paint all doors and trim
- (3) Paint all walls and ceiling - 1 coat
- (4) All work to be done in workmen manner
- (5) To be paid on completion of job, \$ 2,000.00

We appreciate this opportunity to submit our bid.

FRANMAR, INC., CONTRACTORS


R. L. Scott, Superintendent

ACCEPTED:

APARTMENT BUILDING & MANAGEMENT

Morris C. Clemmons Jr. Pres.

102 So. Charlton St. - 283-2514
Woodville, Texas 75979

July 16, 1973

Tyler County Commissioners Court
c/o Judge Tom Dick Mann
Woodville, Texas

Gentlemen:

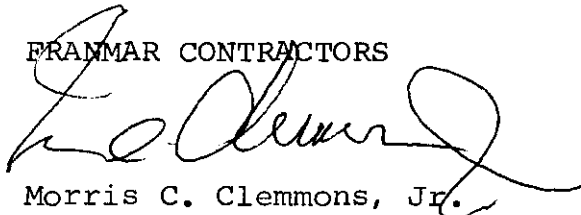
I desire to submit this joint bid to paint the exterior of the Court House as submitted by us on February 21, 1973 and to plaster the Bell and Clock Tower as per our bid of July 16, 1973.

(2/21/73)	Paint Bid	\$ 8,830.00	*
(7/16/73)	Plaster Bid	<u>5,708.00</u>	
	TOTALS	\$14,538.00	

Joint bid to do both jobs will be in the amount of \$14,000.00.

Sincerely,

FRANMAR CONTRACTORS



Morris C. Clemmons, Jr.

MCC/jw

* Outside Paint Bid

APARTMENT BUILDING & MANAGEMENT

Morris C. Clemmons Jr. Pres.

102 So. Charlton St. - 283-2514
Woodville, Texas 75979

July 16, 1973

Tyler County Commissioners Court
c/o Judge Tom Dick Mann
Woodville, Texas

Gentlemen:

I would like to submit my bid to plaster the Court House Bell and Clock Tower for the amount of \$5,708.00.

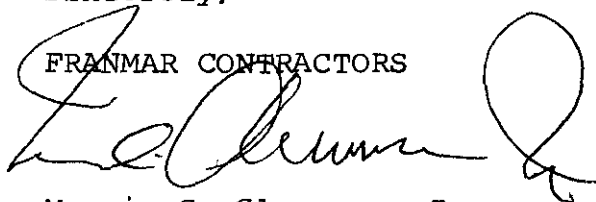
This bid includes the following items:

1. Remove all loose plaster from wall of Bell and Clock Tower.
2. Apply metal lathe to all walls using Aquac-K-Lathe.
3. All necessary scaffolds.
4. Apply 1/2 inch plywood over new roof to keep workmen and material from damaging same.
5. Counter flash gravel guard at top of clock tower.
6. Then apply 1 scratch coat, 1 brown coat, and 1 finish coat made of cement and waterproof.

I appreciate this opportunity to submit my bid.

Sincerely,

FRANMAR CONTRACTORS



Morris C. Clemmons, Jr.

MCC/jw

APARTMENT BUILDING & MANAGEMENT

HAYGOOD Paint & Decorating Center

409 MAGNOLIA

WOODVILLE, TEXAS 75979

PHONE 713 283-2012

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Bid on Court House, Taylor,
County, Woodville, Tex

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
3-12-73		BALANCE FORWARD		
		Clean down Court Side Glaze windows Calk all exposed shales in masonry.		
		Paint 2 coats Court Side using a Eptenias Latex, use oil paint on all wood		
		Material & Labor Price @ Haygood, Paint Co. \$9800.00		

HAYGOOD Paint & Decorating Center

HAYGOOD Paint & Decorating Center

409 MAGNOLIA

WOODVILLE, TEXAS 75979

PHONE 713 283-2012

*Tyler County Court House
Clock Tower ant seal*

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
7-23-73		BALANCE FORWARD		
		Patch straps in Clock Tower when house straps + where needed + Seal with with water Resistant material Black filler as Black Seal Solvent + material		\$1285 ⁰⁰
		<i>C. C. Haygood</i>		
			<i>Added</i>	1285 ⁰⁰

at

HAYGOOD Paint & Decorating Center

6-7-73

Jones County Court House
Wardville Texas

Bid on painting all Exteriors
masonry + wood work +
metal. materials scaffolding
masonry masonry + labor.
materials will be from the
Elidden Co best Grade Exteriors
masonry Latex.

Clean down outside with a
high pressure washer designed
for this purpose. with a solution
of Dry Sodium Phosphate Chloride +
water. Calk all cracks with G.E.
Silicone Calking Compound.
Check all windows for loose
glaze + replace if necessary
over

Paint all Exterior 2 Coats
Band can be obtained if
necessary & will furnish you
with a copy of Insurance.

Bid amt. side
\$8,640⁰⁰

Interior walls Ceilings & woodwork
Clean down & fill cracks Paint
1, Coat masonry Slaty

Places to Paint

Corridors on 1st 2nd & 3rd floors

Diners Licens Room

County clerks Rooms

Welfare's office

material & Labor ————— \$1,168⁰⁰

Inside & out Total 9,808⁰⁰
1,168⁰⁰
—————
8,640⁰⁰
C C Fitzgerald Paint contractor



BOARD OF COUNTY AND DISTRICT ROAD INDEBTEDNESS

217 HIGHWAY BUILDING
STATE OF TEXAS
AUSTIN, TEXAS 78701

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JUL 27 1973

B. L. DEBERRY, CHAIRMAN
ROBERT S. CALVERT, SECRETARY
JESSE JAMES
JOE NELSON, DIRECTOR

Honorable Tom D. Mann
County Judge
Tyler County
Woodville, Texas 75979

Dear Sir:

On September 1, we will credit your lateral road account with \$ 28,193.70 which represents your county's share of the surplus as of August 31.

This amount will be forwarded to your county to be used for the construction or improvement of your county lateral roads. Before we can do this, it is necessary that we have an order from your Commissioners' Court requesting that we return these funds to the county and stating in the order the purpose for which they will be used.

c.c.
Mr. Johnnie Hickman
County Auditor

Yours very truly,

Joe Nelson
Joe Nelson
Director

JN:jg

Memo *3 yst*
Amount of Check
\$ 223.55 *1810's*
21791
1500
127.91



BOARD OF COUNTY AND DISTRICT ROAD INDEBTEDNESS

217 HIGHWAY BUILDING
STATE OF TEXAS
AUSTIN, TEXAS 78701

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B. L. DEBERRY, CHAIRMAN
ROBERT S. CALVERT, SECRETARY
JESSE JAMES
JOE NELSON, DIRECTOR

Honorable Tom D. Mann
County Judge
Tyler County
Woodville, Texas 75979

July 27, 1973

Dear Sir:

At a meeting of the Board in July the Budget for 1973 was adopted which permits the State to pay all of its required portion of the principal, sinking fund requirement and interest for the year.

Your Rd Bds, 7-1-59 eligible for -0-

per cent participation, shows maturities as follows:

	TOTAL MATURING	STATE PORTION	COUNTY PORTION
Principal	\$ 20,000.00	\$	\$ 20,000.00
Interest	5,895.00		5,895.00
Total Due	\$ 25,895.00	\$	\$ 25,895.00
Deduct amount due from R. O. W. Account			\$
Deduct amount due from Lateral Road Account			\$
Net amount due from County Sinking Fund			\$ 25,895.00

It will be necessary that your county raise the amount shown as NET AMOUNT DUE in the "County Portion" column.

Section 6-G of Senate Bill No. 89, Acts of the Regular Session of the Forty-eighth Legislature makes it mandatory upon the county to set a rate sufficient to meet its obligations, and we suggest that a separate rate be levied for each issue.

Yours very truly,
Joe Nelson
Director

At the Regular Meeting of the Tyler County Commissioner's Court, held on August 13, 1973 at 10:00 A.M., the following Resolution was proposed and adopted by unanimous vote.

A motion was made by Commissioner James R. Jordan and seconded by Commissioner Joe I. Best that the Board of County and District Road Indebtedness be requested to return to the County of Tyler its share of surplus funds in the amount of \$28,193.70. These funds to be used for construction and maintenance of lateral roads in Tyler County.

This is certified to be a true and correct copy of the Resolution recorded in the Tyler County Commissioner's Court Minutes of August 13, 1973.

ALLEN STURROCK
COUNTY CLERK