FILED FOR RECORD:	12-1	19 76 8	t 9:00	<u> </u>	clock	AM
DULY RECORDED:	/2-2	19 76 1	it 9:00	0	'clock	X
INSTRUMENT NO.		GRACE	BOSTICK,	TYLER	CO. C	LK.
		BY: Buc	ky Oas	XES DEP	UTY	

TYLER COUNTY COMMISSIONER'S COURT REGULAR MEETING November 8, 1976 10:00 A.M.

VOL 3 PG 441 -

The regular meeting of the Commissioner's Court met on Monday, November 8, 1976 at 10:00 A.M. The meeting was opened with a prayer and all members present.

Commissioner Best made a motion to table the decision on roads in Woodland Hills until Monday, November 15, 1976 for further study. Commissioner Parks seconded this motion. All voted yes and none voted no.

Commissioner Jordan made a motion to approve the County Treasurer's report for October. Commissioner Best seconded this motion. See attached copy. All voted yes and none voted no.

Commissioner Parks made a motion to approve the County Extension Service report. Commissioner Fowler seconded this motion. All voted yes and none voted no.

Commissioner Fowler made a motion to approve the bills as submitted by the County Auditor's office. See attached report. Commissioner Parks seconded this motion.
All voted yes and none voted no.

Commissioner Best made a motion to pay the freight bill for Mirex for \$700.00. Commissioner Jordan seconded this motion. All voted yes and none voted no.

Commissioner Best made a motion to pay the gas tickets in question from the Sherriff's office as submitted by the County Auditor's office. See attached copy. Commissioner Parks seconded this motion. Three voted yes - Commissioner Fowler voted no.

Recessed until 1:00 P. M.

Meeting reopened at 1:00 P.M.

Commissioner Fowler made a motion to accept the canvass of the votes after the corrections were made. Commissioner Parks seconded this motion. All voted yes and none voted no.

There being no further business, the meeting was adjourned.

SIGNED:

OKllen Sturrock, County Judge

Joe I. Best, Commissioner Pct. #1

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

Leon Fowler, Commissioner Pct. #3

عير James R. Jordan, Commissioner Pct. #4

ATTEST: Wall to better Grace Bostick, County Clerk

Sabine County Fire Ant Control Corp. Box 566 Hemphill, Texas 75948

VOL 3 PG 443

Purchase Order:

Tyler County Commissioners Court

700---Sacks---Mirex Fire Ant Bait (50 lbs. each at 2¢ per pound). Total---\$700.00

Flease submit to the above.

D.B. Spengety dr D. B. Speights, Jr.

Sec.-Treasurer

October 15, 1976

Lewis Cravens
Tyler County Sheriff
Woodville, Texas

VOL_3 PG 444

Dear Lewis:

I am returning the enclosed credit cards. They were excluded for payment by authority of the Commissioners' Court as per letter enclosed. The following is an itemized list of the cards and reason for withholding:

#863436 in amount of \$13.95 - No.license number shown.

#5073617 in amount of \$7.84 - Craven Brothers Registration #4953272 in amount of \$5.00 - Craven Brothers Registration #4419991 in amount of \$9.10 - Unidentified license number.

#427536 in amount of \$10.44 - Craven Brothers Registration #48112153 in amount of \$5.65 - Lewis Hudson Registration #4.

Ticket #419991 could possibly be taken care of by ascertaining the vehicle serviced and notating this on the card.

Please feel free to come by the office Monday to discuss this matter with me.

Sincerely,

Earl King County Auditor

af

\$51.98 Tot.

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, __General______FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No.
7468	Alligong Inc.	Janitore Supplies, Paint	56.35		
7463	lity of Woodville	Utilities=Oct.	196.42		
71,62	Enst Texas Exterminating Co.	Exterminating Courthouse	26.00		
7/471	lewin lindoon	Constable Pct.II Mileage Allow.	75.00		
7459	lart Graphica	Supplies-D.Clerk-39.92,C.Clerk-	167.87		
7521,	mer Lee IIall	Constable Mileage Allow-Oct.	75.00	_	
7489	Timmys Auto Parts	Repairs to Mini-Bus	14.36		
7490	Bill R. Jones, Atty	Court Appt'd Atty/ J. Butler	50.00		
7491	Jarrotts Pharmacy	Batteries- Sheriff	1.40	•	
7486	Mr.&Mrs.Overton Lavergne	Foster Child Care-Broaddus Childr	en 217.00		
71,60	Maeka Aulo Parta	Parts for Boiler	3.30		
71484	BM Business Products	Supplies-Co Clerk	185.62		
71,69	Pitney Bowes	Monthly Charge-Pootage Meter	37.50		
71,61,	Rustys Heating & Air Cond.	Repair Air Cond in Comm. Courtroo	m 102.50		
7457	Rogers Office Supply	Office Supplies-Atty-16.31,Co.Clc 61.38,D. Clerk-30.33,JP3-13.50, JPI-18.20,Hiway P-1.45,Teau-182.3	<u> </u>		
		Tax office-12.50, Auditor-3.50	339.47		
7470	Sam Houston Electric Co.	Airport Utilities	79.77		
71,61	Perry Spell	Labor on Boiler	110.00	_	_
71,87	Mr.&Mrs. Dennis Smith	Foster Child Care-John L.Loftin			
7493	Sullivans Hdwe	Janitors Supplies-10.27, Electronic Locks 55.86			

APPROVED THIS	8	day of Nov.	1976

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No
7523	Shepherds Cleaners	Uniforms for Janitors thrull-2-7	6.00		
71,58	Stafford Lowden Co.	Supplies -Flection Exp-911.22, Dipt Clerk-23.23,Co:Clerk-6.79	941.24		
71,56	Southwestern Bell	Auditor-23.91, Alty-20.37, Alrport-15.90, D.Clerk-32.70, Judge-42.65, L.L10.60, TEC-3.98, Co.Clerk-24.96, D.Lic13.50,			
		Mini Bus-15.11, Hiway P56.07, Dist.Judge-15.75, Treas-30.69, J.P.I-29.78—Oct.Tele.Bill	342.97		
7525	Semethko & Waxman, INc.	County of Tyler 1977 Community Development Block Grant Pro- Application	10.00		
7466	Turner Plumbing Co.	Repair Womens Restroom	28.25		
7505	Tyler Co. Civil Defense	Supplies for Co.Clerk-Fil.Cabine &Unbudgeted	t 77.17		-
7467	West Publishing Co.	Supplies-Co.Judge25.00, Go.Glerk	33.00		
71,88	Mr.&Mrs.Raymond Wagner	Foster Child Care John L.Loftin	78.00		
7522	Woodville Auto Parts	Raod Serv.& Repair to Mini Bus	62.37		
71,65	W.C. Royle	Supplies-J.P.I	10.80		
71+85	Xerox Corp	Xerox Rental & Supplies	840.35		
			4, 348, 54		
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APPROVED THIS 8 day of Nov. 196	
	CLAIMS CHECKED AND APPROVED
COUNTY JUDGE	
	COUNTY AUDITOR

FORM TCT2

COMMISSIONER'S COURT OF	Nov. 8	197 <u>6</u>	Page 1 of 1
CLAIM DEGISTED AND MINUTE	COE ACCOUNTS ALLOWE	D. Donal & Brilden T	EUNIO TVI ED COUNTY TEVAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No.
_7478	Gulf States Utilities	Utilities	\$ 16.52		
7479	J.E. Gardner Oil Co.	Cas	453.86		
71,80	Rays Auto Electric	Repair Generator	20.50		
7481	Sanaca Water	Water for Oct.	6.00		
71,75	West Auto	Supplies	21.36		
71,76	Woodville Auto Parts	Parts	146.29		
7477	Vinson Mobil Center	Gas & Oil	75.50		
71,82	Walls Welding Works	Wolding on Culvert	4.00		
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APPROVED THIS 8 day of Nov. 1976.		
		CLAIMS CHECKED AND APPROVED
COUNTY JUDGE	•	

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

855 PG 448

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No.
71,96	Chester Water Supply	Water-Co. Barn	\$ 7.50		
7502	East Texas Mfg. & Supply	Towels & Hand Cleaner	51.35		
7497	J.E. Gardner Oll Co.	Gas & 011	416.91		
7500	George P. Bane	Ropalrs	105.62		
7498	Jack Lano Ford	Parto	2.78		
7494	Macks Auto Parts	Supplies-19.87, Parts-27.62	47.49		
71,99	Moores Exxon Serv. Sta.	Tube & Repair Flats	5.00		
7503	Mustang Tractor & Equip. Co.	Parts	45.24		
71.95	Sam Houston Electric	Utilities- Co Barn	3.04		
7501	Vinnon Mobil Center	Tire Repair	29.82		
7504	Western Auto	Lock & Battery	34.99	, , , , , , , , , , , , , , , , , , , 	
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APPROVED THIS 8 day of Nov. 197 6.	
	CLAIMS CHECKED AND APPROVED
COUNTY JUDGE	
	COUNTY AUDITOR

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

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No.
7512	City of_Colmennil	Utilities, Co. Barn	\$ 6.50		
_75u,	Ntox Inc.	Oxygen	21.62	······	
7509	Ewell Equipment Co.	Parts	78.25		
7510	Freeman Concrete Works	Culverts	165.07		
7507	Leon Fowler	Telephone ExpOct.	29.87		
7508	Gilbert Bourrous Butane	Butane-Co. Barn	64.58		
7511	Gulf States	Utilities	18.08		
7517	Geo. P. Bane		254.02		
7513	Harrington Electrical Serv.	Supplies	51.66		
.7492	Jarrotta Pharmacy	Liquid Glass	6.95		
7515	J.E. Gardner Oil Co.	Gno & Oil	727.63		
7518	Jusper Crecosoting Co.	Creosote Timbers	512.00	•	
7519	Jimmys Auto Parts	Dunta & Moton	550.24		
7516	Richards Electric	Repairs	29.76		
7520	Tyler Co. Hooster	1	₩.52		
7521	Woodville Auto Parts	2 Cases Anti Freeze	54.00		
			2594,75		
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APPROVED THIS 8 day of Noy, 1976 .	
	CLAIMS CHECKED AND APPROVED
COUNTY JUDGE	
	COUNTY AUDITOR

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

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No
7506	Tyler Co. Civil Defense	Supplies	\$ 36.00		
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APPROVED THIS 8 day of Nov. , 1976.		
COUNTY HACK	CLAIMS CHECKED AND APPROVED	
COUNTY JUDGE		_
	COUNTY AUDITOR	

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Fed. Roy. Sharing Fund Tyler County, Texas

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed	Paid by Check No
. 483 - a	Freeman Concrete Works	Cultrant :	\$ 443.52		
482-a	Goo. P. Bane	Grador Blades & Repairs	1,152.78	Y-12-0	
1,81,-0	Lufkin Typewriter Co.	Typewriter-Co. Clerk	612.90		
485-n	W.C. Royle	Typewriter_J.P. I Office	388.00		
			2,597,20	····	
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APPROVED THIS 8 day of Nov. , 1976.	
	CLAIMS CHECKED AND APPROVED
COUNTY JUDGE	
	COUNTY AUDITOR

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Solid Waste FUND TYPER COUNTY, TEXAS

7521	J.E. Gardner Oil Co.	011	\$ 88.00	
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COUNTY AUDITOR

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Month Of October, 1976

COUNTY TREASURER

PG 453 -

AUSTIN FULLER BALANCE RECEIPTS TRANSFERS TOTAL Disbursements TRANSFERS BALANCE AT END OF PREVIOUS PRESENT IΝ Present OUT END OF FUND MONTE Month MONTH MONTH 229.25 30180.22 37565.81 (7385.59)-0-General 3rd Class 17471.20 12479.77 (4739.70)(4511.71)227.99 -0-637.99 -0-Solid Waste (5149.70)(5701.31) (5701.31)31.57 (5732.88)C & J-Permanent Improve. -0--0--0-30.00 1205.90 1235.90 1120.90 115.00 Library -0--0-1543.58 1543.58 -0-General R & B #2 1543.58 -0--0--0-162.98 22591.31 4969.11 -0-17622.20 R & B #1 18267.61 4160.72 15615.66 16040.40 284.55 31656.06 24888.48 6483.03 -0-R & B #2 22588.93 16296.15 14712.38 434.39 31442.92 8853.99 -0-R & B #3 18546.05 17389.96 9728.11 432.41 27550.48 9004.43 -0-R & B #4 -0--0-4808.94 4686.58 4808.94 General ROW I & S 122.36 -0-469.56 -0-469.56 -0-469.56 -0--0-ROW #1 -0-305.79 305.79 -0-305.79 -0--0-ROW #2 -0--0--0--0--0--0-ROW #3 -0-679.50 679.50 679.50 -0--0-**ROW #4** -0--0-2891.12 2906.12 15.00 -0-County Employees Savings 2524.12 382.00 -0-51179.21 102358.42 (51179.21)51179.21 -0--0-Airport Maintenance -0-1942.75 845.00 -0-742.75 -0-2787.75 2045.00 State Cost 2000.00 2000.00 2000.00 -0--0--0--0-Criminal Justice-Jail Fund 1543.58 201124.32181052.72 1543.58 18528.02 90270.84 109309.90 Total 69417.77 Balance Per Bank Statement 2111.46 Deposits In Transit (53001.21) Less Outstanding Checks 18528.02 Total Bank Balance

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

COUNTY TREASURER

PG 454

Month Of October, 1976 AUSTIN FULLER RECEIPTS BALANCE TRANSFERS TOTAL Disbursements TRANSFERS BALANCE AT END OF PRESENT IN Present OUT END OF FUND PREVIOUS MONTE Month MONTH MONTH Certificates of Deposit: 61000.00 General 3rd Class 6000.00 Solid Waste 2010.45 Library Permanent Improve.I & S 7000.00 15000.00 R & B #1 R & B #2 5000.00 12904.00 R & B #4 12000.00 General ROW I & S 5943.44 ROW #4 51179.21 Airport Maintenance 178037.10 Total Indebtedness: 66044.95 Solid Waste 30000.00 C & J-Permanent Improve. 66637.50 General ROW I & S 24000.00 R & B #1-Motor Grader 5000.00 R & B #2-Front End Loader 26200.00 R & B #2-Motor Grader 12450.00 R & B #3-Grader 11383.33 R & B #4-Motor Grader 241715.78 Total Indebtedness: Austin Fuller, County Treasurer

PG_<u>45</u>&__ _day of WITNESS OUR HANDS, officially, this_ november _A.D., 1976. County Judge Commissioner Pct. Commissioner Pct. #2 Commissioner Pct. #3 commissioner Pct. #40 SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Joe I. Best, Comm. Pct. #1, H. M. Parks, Comm. Pct. #2, Leon Fowler, Comm. Pct. #3, and James R. Jordan, Comm. Pct. #4, County Commissioners of Tyler County, Texas, each respectively, on this 8th day of Movember Tyler County Clerk

VOL 3 PG 456

THIS AGREEMENT, made this the _____ day of september in the year of Nineteen Hundred and Seventy-Six, between the Owner the Gity of Tyle and the Consultant SEMETKO AND WAXMAN, INC., P.O. Box 393, Jasper, Texas, 75951, for the following Project:

The Grant Administration for the 1976 Community Development Block Grant funded by the U.S. Department of Housing and Urban Development under Title I of the Community Development Act of 1974.

The Owner and the Consultant agree as set forth below:

I.

1.1 The Consultant shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II.

- 2.1 FOR BASIC SERVICES, as described in Article IV, Basic Compensation shall be computed on the basis of a FIXED FEE of 9,000.00.
- 2.2 FOR ADDITIONAL SERVICES, as described in Paragraph 5.1, compensation shall be computed as follows:
 - (1) Principals' time at a fixed rate of \$12.00 per hour. For the purpose of this Agreement, the Principals are: JOHN S. SEMETKO AND DAVID J. WAXMAN
 - (2) Employee's time (other than Principals) at a multiple of 1.25 times the Direct Personnel Expense.
 - (3) Services of Additional professional consultants at a multiple of 1.25 times the amount billed to the Consultant for such services. μ
- 2.3 AN INITIAL PAYMENT OF 3,000.00 shall be made and credited to the Owner's account upon the execution of this Agreement.
- 2.4 REIMBURSABLE EXPENSES, as defined in Article VI, shall be paid as therein set out.

III.

THE OWNER AND CONSULTANT agree in accordance with the Terms and Conditions of this Agreement that:

- 3.1 IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.
- 3.2 IF THE SERVICES covered by this Agreement have not been completed because of acts beyond the control of Consultant 12 months from receipt of the Letter of Credit, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

IV.

The Consultant's Basic Services consist of the elements described below:

GRANT ADMINISTRATION

- 4.1 (1) The Consultant shall assist Owner in Real Property Acquisition Process to comply with Public Law 91-646, the Uniform Relocation and Real Property Acquisitions Policies Act of 1970 (unless property acquired by Power of Eminent Domain).
 - (2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal government as defined in Federal Management Circular 74-4 and as prescribed by the Department of Housing and Urban Development.
 - (3) The Consultant shall establish and monitor a financial reporting system to conform to OMB Circular A-102 and as prescribed by the Department of Housing and Urban Development.
 - (4) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
 - (5) The Consultant shall prepare for the Owner the required annual performance report.
 - (6) The Consultant shall aid the Owner in responding to government audit findings.
 - (7) The Consultant shall maintain liaison with HUD on matters pertaining to the Process.

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ADDITIONAL SERVICES

- (1) If any of the following Additional Services are authorized by the Owners, they shall be paid for by the Owner as hereinbefore provided.
 - (2) Providing on-site planning surveys and planning studies.
 - (3) Providing architectural and engineering services related to projects developed and built from grant funds.
 - (4) Providing detailed estimates of cost of proposed projects.
 - (5) Providing program amendments or major revisions when revisions are inconsistent with instructions previously given and are due to causes beyond the control of the Consultant.
 - (6) Preparing to serve or serving as an expert witness in connection with an arbitration or legal proceeding.
 - (7) Providing the services of professional consultant for other than the services herein described.

(8) Investigating other Federal grant funds available to the Owner.

VI.

REIMBURSABLE EXPENSES

- Reimbursable Expenses are in addition to the Compensation for Additional Services and include actual expenditures made by the Consultant, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
 - (1) Expense of transportation and living when traveling in connection with the Project; long-distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
 - (2) Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.
 - (3) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expenses of renderings or models for the Owner's use.
 - (4) Expense of computer time when used in connection with Additional Services.

VII.

THE OWNER'S RESPONSIBILITIES

- 7.1 The Owner (if a governmental subdivision) shall pass a resolution authorizing this Agreement and a resolution authorizing the incurrence of costs in the planning and management.
- 7.2 The Owner shall provide full and prompt information regarding the requirements for the process.
- 7.3 The Owner shall designate a representative authorized to act in their behalf with respect to the process with the exception of those items requiring Governing Body approval.
- 7.4 The Owner shall act timely in outlining to the Consultant the Owner's needs, priorities, proposed projects and housing locations.
- 7.5 The Owner shall implement the Citizen Participation Program.
- 7.6 The Chief Executive officer shall execute all required certifications.
- 7.7 The Owner shall furnish such legal, accounting and auditing services as may be necessary for the Process.
- 7.8 The Owner shall act timely on all resolutions so as not to delay project completion.

3

DIRECT PERSONNEL EXPENSE

- 8.1 Direct personnel expense of employees engaged for additional services by the Consultant includes planners, architects, engineers, economists, designers, draftsmen and typists.
- 8.2 Direct personnel expense includes cost of salaries and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

IX.

PAYMENTS TO THE CONSULTANT

- 9.1 Payments on account of the Consultant's Basic Services shall be made as follows:
 - (1) An initial payment as set forth in Paragraph 2.3 is the minimum payment under this Agreement.
 - (2) Subsequent payments shall be made according to the following schedule:

#Soo.oo

Payable

On the first of the month and subsequent months thereafter until balance to be paid the Consultant is completed. If the project is completed prior to the full payment due the Consultant, the remaining balance shall be paid the Consultant.

- (3) Payments for Additional Services of the Consultant as defined in Article V, and for Reimbursable Expenses as defined in Article VI, shall be made monthly upon presentation of the Consultant's statement of services rendered.
- (4) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- (5) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph XI resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensation shall be subject to renegotiation.
- (6) Payments due the Consultant under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

VOL 3 PG 460

CONSULTANTS ACCOUNTING RECORDS

10.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

XI.

TERMINATION OF AGREEMENT

- 11.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 11.2 In the event of termination due to the fault of parties other than the Consultant, Consultant shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.
- 11.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, with a minimum of:

50% of Fixed Fee.

XII.

∨ OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Consultants whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Consultant.

XIII.

SUCCESSORS AND ASSIGNS

13.1 The Owner and the Consultant each bind himself, his partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation whooly owned by principals shall be permitted.

ARBITRATION

- VOL 3 FG 461
- 14.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this greement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.
- 14.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 14.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV.

EXTENT OF AGREEMENT

15.1 This Agreement represents the entire and integrated Agreement between the Owner and Consultant and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

XVI.

GOVERNING LAW

16.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Consultant.

XVII.

OTHER CONDITIONS OR SERVICE

17.1 None.

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Fed. Rev. Sharing FUND TYLER COUNTY, TEXA

VOL 3 PG 463

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim		
483 – a	Freeman Concrete Works	Culverts Pct. /	\$ 443.52		
<u> 482-a</u>	Geo. P. Bane	Grader Blades & Repairs Pcf/	1,152.78		
484-a	Lufkin Typewriter Co.	Typewriter-Co. Clerk	612.90		
485 - a	W.C. Royle	Typewriter-J.P. I Office	388.00		
			2597.20		
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APPROVED THIS 8 day of Nov.	, 197_6.
Mille Granes	
COUNTY JUDGE	

CLAIMS CHECKED AND APPROVI

COMMISSIONER'S COURT OF Nov. 8				_	Page 1		
CLAIN	I REGISTER AND MINUTES OF ACCOUNT		3				ALY IE
Claim Number	NAME OF CLAIMANT		NATURE	OF CLAIM		Amou Cla	
7521	J.E. Gardner Oil Co.	Oil				\$	88.00
							
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CLAIMS CHECKED AND APPROVE

COUNTY AUDITOR

APPROVED THIS day of Nov.

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

		VOL 3 PG 46	5
. Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim A
7506	Tyler Co. Civil Defense	Supplies	\$ 36.00
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APPROVED THIS 8	. ,	, 197 <u>6</u> .
polew Vicery		
COUNTY JUDGE		

CLAIMS CHECKED AND APPROVED

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

Claim	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of	Dat
Number			Claim	Allov
7512	City of Colmesnil	Utilities, Co. Barn	\$ 6.50	
7514	Etox Inc.	Oxygen	21.62	
7509	Ewell Equipment Co.	Parts	78.25	
7510	Freeman Concrete Works	Culverts	165.07	
7507	Leon Fowler	Telephone ExpOct.	29.87	
7508	Gilbert Bourrous Butane	Butane-Co. Barn	64.58	
7511	Gulf States	Utilities	18.08	
7517	Geo. P. Bane	Repairs	254.02	
7513	Harrington Electrical Serv.	Supplies	51.66	
7492	Jarrotts Pharmacy	Liquid Glass	6.95	
7515	J.E. Gardner Oil Co.	Gas & Oil	727.63	
7518	Jasper Creosoting Co.	Creosote Timbers	512.00	
7519	Jimmys Auto Parts	Parts & Motor	550.24	
7516	Richards Electric	Repairs	29.76	
752Ó	Tyler Co. Booster	Advertising on FELoader Purchase	14.52	
7521	Woodville Auto Parts	2 Cases Anti Freeze	54.00	
			2584.75	
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APPROVED THIS 8 day of Nov	, 1916
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COUNTY JUDGE	

CLAIMS CHECKED AND APPROVED

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

		VOL 3 PG 4	67
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
7496	Chester Water Supply	Water-Co. Barn	\$ 7.50
7502	East Texas Mfg. & Supply	Towels & Hand Cleaner	51.35
7497	J.E. Gardner Oil Co.	Gas & Oil	416.91
7500	George P. Bane	Repairs	105.62
7498	Jack Lane Ford	Parts	2.78
7494	Macks Auto Parts	Supplies-19.87, Parts-27.62	47.49
7499	Moores Exxon Serv. Sta.	Tube & Repair Flats	5.00
7503	Mustang Tractor & Equip. Co.	Parts	45.24
7495	Sam Houston Electric	Utilities- Co Barn	3.04
7501	Vinson Mobil Center	Tire Repair	29.82
7504	Western Auto	Lock & Battery	34.99
			749. 14
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APPROVED THIS & day of Nov.	, 197_6.
COUNTY JUDGE	

CLAIMS CHECKED AND APPROV

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge I

_ FUND TYLER COUNTY, TEXAS

	· · · · · · · · · · · · · · · · · · ·	VUL > PGY	68
Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim Al
7478	Gulf States Utilities	Utilities	\$ 16.52
7479	J.E. Gardner Oil Co.	Gas	453.86
7480	Rays Auto Electric	Repair Generator	20.50
7481	Senaca Water	Water for Oct.	6.00
7475	West Auto	Supplies	21.36
7476	Woodville Auto Parts	Parts	146.29
7477	Vinson Mobil Center	Gas & Oil	75.50
7482	Walls Welding Works	Welding on Culvert	4.00
			744,03
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APPROVED THIS 8 day of Nov?	, 197 <u>.</u> 6 .
COUNTY JUDGE	

CLAIMS CHECKED AND APPROVED

Page 2 of 2

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General

FUND TYLER COUNTY, TEXAS

VOL 3 PG 469

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
7523	Shepherds Cleaners	Uniforms for Janitors thrull-2-7	6.00
7458	Stafford Lowden Co.	Supplies -Election Exp-911.22,	
		Dist Clerk-23.23,Co.Clerk-6.79	941.24
7456	Southwestern Bell	Auditor-23.91, Atty-20.37,	
		Airport-15.90, D. Clerk-32.70,	
-	<u> </u>	Judge-49.65,L.L10.60,TEC-3.98, Co.Clerk-24.96,D.Lic13.50,	
	·	Mini Bus-15.11, Hiway P56.07,	
		Dist.Judge-15.75, Treas-30.69,	
		J.P.I-29.78-Oct.Tele.Bill	342.97
7525	Semethko & Waxman, INc.	County of Tyler 1977 Community	
		Development Block Grant Pre- Application	10.00
7466	Turner Plumbing Co.	Repair Womens Restroom	28.25
7505	Tyler Co. Civil Defense Supplies for Co.Cler		et
		&Unbudgeted	77.17
7467	West Publishing Co.	Supplies-Co.Judge25.00,Go.Glerk	33.00
7488	Mr.&Mrs.Raymond Wagner	Foster Child Care John L.Loftin	78.00
7522	Woodville Auto Parts	Raod Serv.& Repair to Mini Bus	62.37
7465	W.C. Royle	Supplies-J.P.I	10.80
7485	Xerox Corp	Xerox Rental & Supplies	840.35
			4,248.84
7410	Texaco	GAS- Sheriff	158.72
7393	Exxon	1. "	225.23
7409	Gulf Oil	1. "	98.25

APPROVED THIS &	day of Nov.	, 19 🚣 .
COUNTY JUDGE		

CLAIMS, CHECKED AND APPROVED

Page__1___ of _______

CLAIM BEGISTER AND MINUTES OF ACCOUNTS ALLOWED, _General

FUND TYLER COUNTY, TEX,

VOL Amount of Claim NATURE OF CLAIM NAME OF CLAIMANT Claim Number 56.35 Janitors Supplies, Paint 7468 Allisons Inc. Utilities-Oct. 196.42 City of Woodville 7463 26.00 Exterminating Courthouse 7462 East Texas Exterminating Co. Constable Pct.II Mileage Allow. 75.00 7471 Lewis Hudson Supplies-D.Clerk-39.92,C.Clerk2 167.87 7459 Hart Graphics 75.00 Constable Mileage Allow-Oct. 7524 Omer Lee Hall 14.36 Repairs to Mini-Bus 7489 Jimmys Auto Parts Court Appt'd Atty/ J. Butler 50.00 Bill R. Jones, Atty 7490 1.40 Batteries- Sheriff Jarrotts Pharmacy 7491 Foster Child Care-Broaddus Children 217.00 Mr.&Mrs.Overton Lavergne 7486 3.30 Parts for Boiler 7460 Macks Auto Parts Supplies-Co Clerk BM Business Products 7484 185.62 37.50 Monthly Charge-Psotage Meter 7469 Pitney Bowes 102.50 Repair Air Cond in Comm. Courtrodm Rustys Heating & Air Cond. 7464 Office Supplies-Atty-16.31,Co.Clerk 7457 Rogers Office Supply 61.38.D. Clerk-30.33, JP3-13.50, JPI-18.20, Hiway P-1.45, Teas-182.30, Tax office-12.50, Auditor-3.50 339.47 79.77 Airport Utilities Sam Houston Electric Co. .7470 110.00 Labor on Boiler 7461 Perry Spell 15.00 Foster Child Care-John L.Loftin Mr.&Mrs. Dennis Smith 7487 Janitors Supplies-10.27, Election 7493 Sullivans Hdwe Locks 55.86 66.13

APPROVED THIS 8	day of Nov.	, 197 <u>6</u> .
COUNTY JUDGE		

CLAIMS CHECKED AND APPROVE