

FILED FOR RECORD 11-7- 1980 at 1:00 o'clock P M  
DULY RECORDED: 11-18- 1980 at 9:00 o'clock A M  
INSTRUMENT NO: \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLK.  
Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT  
REGULAR MEETING  
OCTOBER 13, 1980

**Vol. 5 Pg. 986**

The Regular Meeting of the Commissioner's Court, met on Monday October 13, 1980 at 10:00 A.M. All members being present. The meeting was opened with prayer by Judge John Spanhanks.

A motion was made by Commissioner Riley and seconded by Commissioner Fowler to approve the County Treasurer's Monthly Report as submitted by County Treasurer Austin Fuller. All voted yes and none no. See attached.

Commissioner Odom made the motion which was seconded by Commissioner Riley to approve the County Extension Report for the month of September, as submitted by County Agent Mr. Clinton Currie. All voted yes and none no.

A discussion from Judge John Spanhanks was given on "Stray, Animals" but no action was taken.

Miss Melinda Stryker, a Social Worker, from The Department of Human Resources, gave a request for Funds, for Foster Children of the County, the amount being \$275.00 per child, per year. She asked that this be placed in the Budget.

A motion was made by Commissioner Fowler and seconded by Commissioner Odom to solicit Bids for two Caculators, for the Tax-Assessor Collectors Office. The Bids to be opened October 20, 1980. All voted yes and none no.

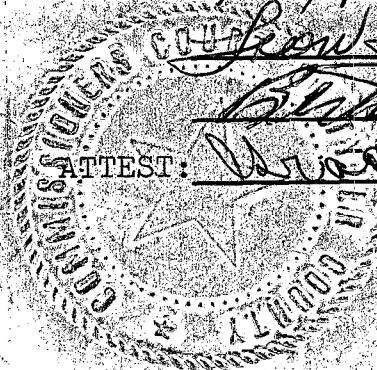
A motion was made by Commissioner Odom and seconded by Commissioner Lowe to approve the Deputation of Linda Watford as deputy in the District Clerks Office. All voted yes and none no. See attached.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to appoint Mr. Grover Die as Election Judge for Voting Box #1, which is in Pct. #1. Then Mr. Carl Dickens as Election Judge for Voting Box 18, which is in Pct. #2. All other Judges and Alternates to be as appointed. All voted yes and none no.

Commissioner Odom made a motion which was seconded by Commissioner Riley, to appoint Waxman and Semetko, of Jasper, Consultants, to assist in drawing up a pre-application for a Community Development Block Grant from the U.S. Department of Housing and Urban Development under Title 1 of the Community Development Act of 1974 (P.L. 95-128), as amended. See attachment. All voted yes and none no.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge  
Maxie Riley Maxie Riley, Comm. Pct. #1  
H.K. Lowe H.K. Lowe, Comm. Pct. #2  
Leon Fowler Leon Fowler, Comm. Pct. #3  
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4  
ATTEST: Grace Bostick Grace Bostick, County Clerk



COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

SEPTEMBER 30, 1980

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

# BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

VOL. 5 Pg. 989

AUSTIN FULLER

Month Of September, 1980

COUNTY TREASURER

#	FUND	Cash On Hand 8-31-80	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 9-30-80	Certifi- cates of Deposit	Available Resources 9-30-80
	General	13429.48	177796.08	-0-	220358.24	(29132.68)	153111.90	123979.22
	Solid Waste	(2723.31)	4534.17	-0-	-0-	1810.86	-0-	1810.86
	C & J-Permanent Improvement	239.93	-0-	-0-	-0-	239.93	-0-	239.93
	Library	765.58	7628.59	-0-	7468.59	925.58	7468.59	8394.17
	Capital Improvements	34585.38	26318.99	-0-	26949.25	33955.12	26318.99	60274.11
	County Attorney Check Fees	685.69	210.00	-0-	33.95	861.74	-0-	861.74
	District Attorney Check Fees	105.00	50.00	-0-	-0-	155.00	-0-	155.00
	DETCOG Ageing Grant	316.99	-0-	-0-	316.99	-0-	-0-	-0-
	General R & B #2	-0-	12853.77	(12853.77)	-0-	-0-	-0-	-0-
	R & B #1	(15818.57)	47038.15	1593.87	55236.79	(22423.34)	43831.57	21408.23
	R & B #2	(17681.41)	58694.61	2782.84	65927.23	(22131.19)	57576.99	35445.80
	R & B #3	13221.45	62840.39	4248.17	77930.09	2379.92	62692.46	65072.38
	R & B #4	(7151.10)	66119.08	4228.89	50855.66	12341.21	37039.16	49380.37
	County Wide ROW	55702.59	30795.92	-0-	30795.92	55702.59	30795.92	86498.51
	General ROW I & S	12437.43	-0-	-0-	-0-	12437.43	-0-	12437.43
	ROW #1	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #2	314.25	-0-	-0-	-0-	314.25	-0-	314.25
	ROW #3	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #4	6505.75	-0-	-0-	-0-	6505.75	-0-	6505.75
	Employees Savings	2760.00	455.00	-0-	75.00	3140.00	-0-	3140.00
	Airport Maintenance	309.07	-0-	-0-	28.00	281.07	-0-	281.07
	State Cost #1	1677.50	882.50	-0-	-0-	2560.00	-0-	2560.00
	State Cost #2	929.80	269.90	-0-	860.70	339.00	-0-	339.00
	Undivided	10922.93	-0-	-0-	-0-	10922.93	-0-	10922.93
	State CVC	72.25	100.00	-0-	42.75	129.50	-0-	129.50
	<b>Totals for All Funds</b>	<b>111606.68</b>	<b>496587.15</b>	<b>-0-</b>	<b>536879.16</b>	<b>71314.67</b>	<b>418835.58</b>	<b>490150.25</b>

# BALANCES, RECEIPTS AND DISBURSEMENTS

## All Funds

VOL. 5

Pg. 989

AUSTIN FULLER

Month Of September, 1980

COUNTY TREASURER

	FUND	Cash On Hand 8-31-80	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 9-30-80	Certifi- cates of Deposit	Available Resources 9-30-80
	Bank Statement Balance							77261.20
	Less Outstanding Checks							(5946.53)
	<b>Total Cash In Bank</b>							<b>71314.67</b>
	<b>Indebtedness:</b>							
	Solid Waste							10225.00
	Solid Waste							21833.00
	R & B #1-Ford Truck							10991.33
	R & B #1-John Deere Tractor							28891.00
	R & B #1-Motor Grader							4000.00
	R & B #2-Backhoe							11547.16
	R & B #2-Motor Grader							47985.00
	R & B #3-Motor Grader							12942.34
	R & B #3-Chevrolet Truck							7500.00
	R & B #4-Lake Hyatt Bridge							34473.35
	R & B #4-Crawler Loader							25183.33
	R & B #4-Turkey Creek Bridge							25526.65
	<b>Total Indebtedness</b>							<b>241098.16</b>
	<b>Social Security Fund</b>	1103.98	7962.44	-0-	7962.39	1104.03	-0-	1104.03
	Bank Statement Balance							1104.03
	<b>Total Cash In Bank</b>							<b>1104.03</b>

## All Funds

VOL. 5

Pg. 990

AUSTIN FULLER

Month Of September, 1980

COUNTY TREASURER

	FUND	Cash On Hand	Receipts Present Month	Transfers In (Out)	Disbursements Current	Cash On Hand	Certificates of Deposit	Available Resources	
	Tyler County Retirement	2.15	8071.90	-0-	8071.90	2.15	-0-	2.15	
	Bank Statement Balance	(No Outstanding Checks)							2.15
	Total Cash In Bank							2.15	
	Tyler County Payroll	17600.98	64591.32	-0-		17416.14	-0-	17416.14	
	General				45030.67				
	Solid Waste				1173.92				
	R & B #1				2870.67				
	R & B #2				3811.70				
	R & B #3				5132.82				
	R & B #4				6731.38				
	County Attorney Check Fees				25.00				
	Totals for Payroll	17600.98	64591.32	-0-	64776.16	17416.14	-0-	17416.14	
	Bank Statement Balance								37341.43
	Less Outstanding Checks								(19925.29)
	Total Cash In Bank								17416.14
	1977 HUD Grant	1.00	28925.94	-0-	28925.94	1.00	-0-	1.00	
	Bank Statement Balance	(No Outstanding Checks)							1.00
	Total Cash In Bank								1.00

# BALANCES, RECEIPTS AND DISBURSEMENTS

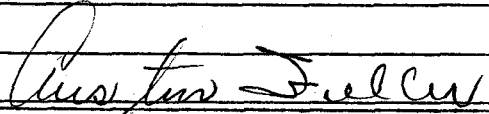
## All Funds

VOL. 5 Pg. 991

AUSTIN FULLER

Month Of September, 1980

COUNTY TREASURER

FUND	Cash On Hand 8-31-80	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 9-30-80	Certifi- cates of Deposit	Available Resources 9-30-80
Federal Revenue Sharing	37996.70	46162.83	-0-		23364.20	45672.59	69036.79
Jail				-0-			
Solid Waste				2323.00			
R & B #1				5000.00			
R & B #2				-0-			
R & B #3				-0-			
R & B #4				-0-			
General				7799.74			
Certificates of Deposit				45672.59			
Totals for Revenue Sharing	37996.70	46162.83	-0-	60795.33	23364.20	45672.59	69036.79
Bank Statement Balance							26115.27
Less Outstanding Checks							(2751.07)
Total Cash In Bank							23364.20
 Austin Fuller County Treasurer							

WITNESS OUR HANDS, officially, this 13 day of October A.D.,  
1980.

Allen Sturrock  
County Judge

Maxie L. Riley  
Commissioner Pct. 1

H. K. Lowe  
Commissioner Pct. 2

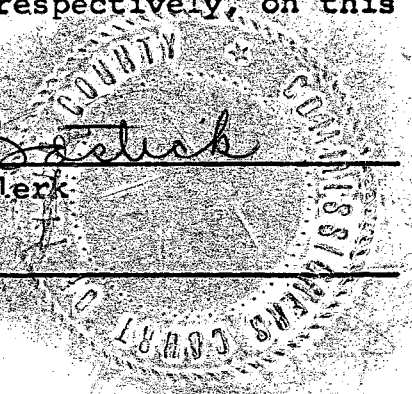
Leon Fowler  
Commissioner Pct. 3

Berton A. Odom  
Commissioner Pct. 4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley,  
Comm. Pct. 1, Kenneth Lowe, Comm. Pct. 2, Leon Fowler, Comm. Pct. 3, and Berton A. Odom,  
Comm. Pct. 4, County Commissioners of Tyler County, Texas, each respectively, on this  
13 day of October A.D., 1980.

Wracl B. Bostick  
Tyler County Clerk

By: \_\_\_\_\_  
Deputy



# DEPUTATION

VOL. 5 Pg. 993

THE STATE OF TEXAS

COUNTY OF Tyler I, Patricia Brown

District Clerk of the County of Tyler, and State of Texas, having full confidence in Linda Ann Watford of said County and State, do hereby, with the consent of the Commissioners' Court of Tyler County, Texas, nominate and

appoint her, the said Linda Ann Watford my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said

District Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 6th day of October A. D. 1980

*Patricia Brown*

District Clerk of Tyler County, Texas.

THE STATE OF TEXAS

COUNTY OF Tyler Before Me, the undersigned authority, in and for

Tyler County, Texas, on this day personally appeared

Linda Ann Watford known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 6th day of October A. D. 1980

*Deloris Wigley*

*Natany Public*

*Deloris Wigley Expires 1-11-81*

## OATH OF OFFICE

I, Linda Ann Watford, do solemnly swear (or affirm), that I will

faithfully excute the duties of the office of District Clerk Deputy 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 to secure my appointment or the confirmation thereof. So help me God.

*Linda A. Watford*

Subscribed and sworn to before me, this 6th day of October A. D. 1980

*Deloris Wigley*

*Natany Public - District Clerk*

*Deloris Wigley Expires 1-11-81*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, the phrase implies "appointment" rather than "election."



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of Tyler County, Texas.

Upon application duly presented, it is ordered by the Court that Patricia Brownora of Tyler County, Texas, be and he is hereby authorized to appoint and deputize a Deputy for District Clerk's Office said office. Said appointment to date from the 6th day of October 19 80, and to continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed at the sum of \_\_\_\_\_ Dollars, per annum, payable solely from the fees of said office.

Entered 13 day of October 19 80 Recorded in Minute Book 5 Page 992



585	NO. _____	<p>DEPUTATION</p> <p>Lindsay A. Watford</p>	Filed for record the <u>13</u> day of <u>October</u> <u>1980</u> at <u>1:00</u> o'clock <u>P</u> M., and recorded _____ day of <u>October</u> <u>1980</u> , in Book <u>5</u> page <u>992</u> of the records of deputations of <u>Tyler</u> County <u>Wall Bostick</u> Grace Bostick Clerk County Court	Tyler _____ County, Texas.	By _____ Deputy.



2.2 THE FIXED FEE described in Paragraph 1.3 shall be payable regardless of the extent of services provided under the terms of this Agreement without regard to counterclaims, set-off, or damages resulting from any other cause.

III.

THE CLIENT'S RESPONSIBILITIES

3.1 The Client shall pass a resolution authorizing this Agreement and a resolution authorizing the incurrence of costs.

3.2 The Client shall provide full and prompt information regarding the requirements for the process.

3.3 The Client 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, to wit: \_\_\_\_\_.

3.4 The Client shall act timely in outlining to the Consultant the Client's needs, priorities, proposed projects and housing locations.

3.5 The Client shall implement the Citizens Participation program.

3.6 The Client's Chief Executive Officer shall execute all required certifications.

3.7 The Client shall furnish such legal, accounting and auditing services as may be necessary for the process.

3.8 The Client shall act timely on all resolutions so as not to delay project completion.

IV.

CONSULTANTS ACCOUNTING RECORDS

4.1 All records for services performed shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

V.

TERMINATION OF AGREEMENT

5.1 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.

5.2 In the event of termination, regardless of fault, Consultant shall retain said fee set forth in Paragraph 1.3.

5.3 In the event of termination, the provisions of Paragraph 11.1 and 11.2, following, shall fully apply.

001.5 Pg. 997

VI.

SUCCESSORS AND ASSIGNS

6.1 The Client 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 Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

VII.

EXTENT OF AGREEMENT

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

VIII.

CONTRACT DURATION

8.1 This Agreement shall be in full force and effect for four years beginning with the date of enactment. Each year prior to the filing of a Pre-Application, the Client shall renegotiate the amounts set forth in this contract with the Consultants.

IX.

GOVERNING LAW

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

X.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices

UOL.5 Pg. 998

to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

XI.

OTHER CONDITIONS OR SERVICE

11.1 It is expressly understood and agreed between the parties that the fee for pre-application preparation as set forth in Paragraph 1.3 above represents only a token consideration as to expenses incurred and bears no relation to the actual hours and professional services rendered in such pre-application process; therefore, as equitable consideration for such pre-application preparation, Client agrees to execute an agreement with Consultant for the latter's preparation of final application, environmental assessment, grant administration, housing rehabilitation (when applicable), and all other services to be performed in conjunction with the provisions of the grant application; provided, such obligation to execute said agreement with Consultant is contingent upon notification from the Department of Housing and Urban Development to submit a final application pursuant to that agency's rules.

11.2 In the event of failure of the parties to execute an agreement as described above providing for reasonable compensation to Consultant, then the parties hereby declare that the sum of Five Thousand Dollars (\$5,000.00) fairly represents liquidated damages for pre-application preparation and foregone profit on those other services to be performed as set forth in Paragraph 11.1, above, which amount Client agrees shall be due and payable to Consultant as of such date of failure to contract.

XII.

OWNERSHIP OF DOCUMENTS

12.1 Drawings, specifications and program design and project presentation, 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 Client on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Consultant. The parties hereto expressly agree that for purposes of this paragraph, the true value of pre-application services is Five Thousand and No/100 Dollars (\$5,000.00), as more fully set forth and explained in Paragraph 11.1, above, which amount shall be due and payable to Consultant in the event such pre-application materials are used in any subsequent submission to HUD within a period of seven years from the date of execution hereof.

SIGNED AND ENTERED THIS THE 13 day of October, 1980.

CLIENT:

Allen Stearns  
County Judge

CONSULTANT:

SEMETKO & WAXMAN, INC.

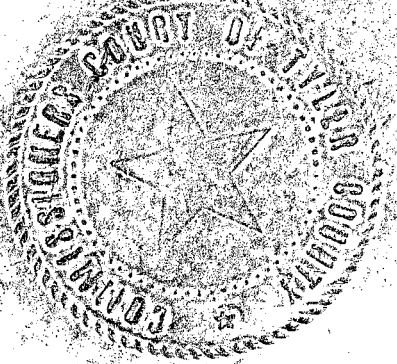
By: \_\_\_\_\_  
President

ATTEST:

Grace Bostick  
Grace Bostick, Tyler County Clerk

ATTEST:

By: \_\_\_\_\_  
Secretary



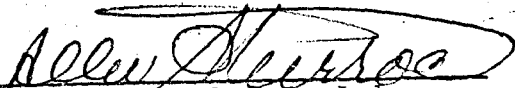
NOTICE OF TIME AND PLACE OF MEETING  
COMMISSIONER'S COURT  
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. \_ Art. 6252-17

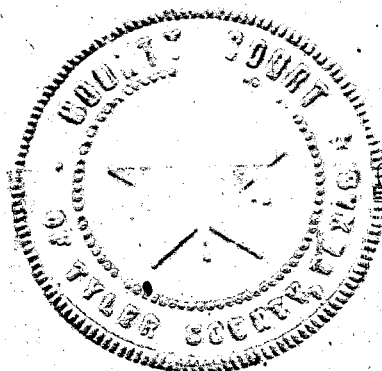
Notice is hereby given that Commissioners Court will hold it's regular meeting on Monday OCTOBER 13, 1980 at 10:00 A. M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A  
- - - - -

1. APPROVE COUNTY TREASURERS MONTHLY REPORT.
2. APPROVE COUNTY EXTENSION MONTHLY REPORT.
3. DAVID WAXMAN ON CONSULTING AGREEMENT.
4. JOHN SPANHANKS ON STRAY ANIMALS.
5. MALEDA STRYKER- DEPARTMENT OF HUMAN RESOURCES.
6. BARBARA TOLBERT ON CALCULATORS FOR TAX OFFICE.
7. APPROVE LINDA WATFORD AS DEPUTY IN DISTRICT CLERKS OFFICE.
8. FILL VACANCY ON ANY ELECTION JUDGE.

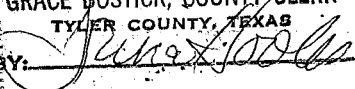
  
Allen Sturrock, County Judge  
Tyler County, Texas

NO. \_\_\_\_\_ TIME: 9:00 AM



OCT 10 1980

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS



TRINA HOOKS