

TYLER COUNTY COMMISSIONERS' COURT  
SPECIAL MEETING  
JUNE 17, 1994 --- 8:30 A.M.

VOL. 328 PAGE 667

THE STATE OF TEXAS

COUNTY OF TYLER ON THIS THE 17TH DAY OF JUNE, A.D. 1994

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

JEROME OWENS	COUNTY JUDGE, Presiding
MAXIE RILEY	COMMISSIONER, PCT.#1
PETE BARNES	COMMISSIONER, PCT.#2
JERRY MAHAN	COMMISSIONER, PCT.#3
HENRY EARL SAWYER	COMMISSIONER, PCT.#4
WANDA JOHNSTON	CHIEF DEPUTY COUNTY CLERK

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

JOYCE MOORE	COUNTY AUDITOR
TINA BUMP	COUNTY TREASURER
JAMES A. CLARK	CRIMINAL DISTRICT ATTORNEY

Commissioner Sawyer stated that #39152 should be corrected from Precinct #4 and charged to landfill. A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve payment of bills submitted by the County Auditor, with exception to two items to hold until Auditor receives proper documentation before payment. All voted yes and none no. SEE ATTACHED DISTRIBUTION LEDGER.

Commissioner Barnes motioned to accept the settlement for bridge damage from Houston General Insurance for Taylor Service Company in the amount of \$17,500.00. Commissioner Riley seconded the motion. All voted yes and none no. SEE ATTACHED COPY OF RELEASE.

Commissioner Barnes made the motion to reappoint Maxie Riley as the board member for D.E.T.C.O.G. to serve from Tyler County. Commissioner Sawyer seconded the motion. All voted yes and none no.

A motion was made by Commissioner Riley to approve the proposal for delinquent tax attorney by the firm of Calame, Linebarger, Graham & Pena, LLP. and that Judge Owens be authorized to negotiate the contract. Commissioner Mahan seconded the motion. All voted yes and none.

David Mann of Mann Furniture spoke concerning the problems of repossession of furniture and appliances sold by his company whereby payments are more than one year in arrears. A motion was made by Commissioner Riley and seconded by Commissioner Sawyer that Mr. Mann consult with Mr. James Clark as to what the law already provides for in this area as to duties of peace officers. All voted yes and none no.

Commissioner Riley made a motion to approve the proposal with the Angelina and Neches River Authority to do soil tests and percolations tests for the CDBG Project--on-site sewer system. Commissioner Sawyer seconded the motion. All voted yes and none no. SEE ATTACHED PROPOSAL.

A motion was made by Commissioner Sawyer that the meeting adjourn.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.....8:55 A.M.

TYLER COUNTY COMMISSIONERS' COURT  
JUNE 17, 1994

28 PAGE 668

SIGNED:

Jerome Owens

Jerome Owens, County Judge

Maxie L. Riley

Maxie L. Riley, Comm. Pct. #1

A. M. Barnes

A. M. Barnes, Comm. Pct. #2

Jerry Mahan

Jerry Mahan, Comm. Pct. #3

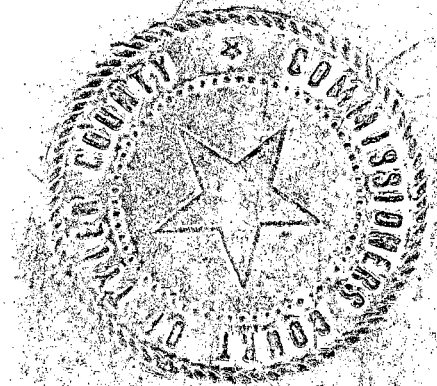
Henry Earl Sawyer

Henry Earl Sawyer, Comm. Pct. #4

ATTEST:  
Clerk

Wanda Johnston

Wanda Johnston, Chief Deputy County



6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 1

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
GENERAL FUND B			
COMM. COURT APPROPRIATIONS:			
1040105 WORKERS COMPENSATION TX ASSOCIATION OF CO.	38912	5747.30	6/15/94
1040109 PROBATION TELEPHONE AT&T EQUIPMENT	38913	100.10	6/15/94
SOUTHWESTERN BELL TELE CO	38914	117.40	6/15/94
1040113 ADVERTISING TYLER COUNTY BOOSTER	38915	46.69	6/15/94
TYLER COUNTY BOOSTER	38916	68.08	6/15/94
1040116 JUVENILE SERVICE/DETENTION BUCKNER CHILDRENS VILLAGE	38917	1234.22	6/15/94
1040123 INDEPENDENT AUDIT PATTILLO BROWN & HILL	38918	8100.00	6/16/94
1040127 ALLEN SHIVERS LIBRARY ALLAN SHIVERS LIBRARY	38919	8750.00	6/16/94
1040193 CONTINGENCY FOR LEGAL FEES ZELESKEY & ASSOCIATES	38920	312.08	6/16/94
1040198 MISCELLANEOUS EXPENSE CLINT O NEAL	38921	46.00	6/15/94
CLINT O NEAL	38922	46.00	6/15/94
COUNTY CLERK:			
1040207 OFFICE SUPPLIES DP SOLUTIONS	38923	982.50	6/15/94
ROGERS OFFICE SUPPLY	38924	53.50	6/15/94
SCOTT-MERRIMAN, INC.	38925	191.96	6/16/94
TX CO PRINTING SERVICES	38926	254.30	6/16/94
WAL-MART STORE #01-0288	38927	3.11	6/16/94
1040209 TELEPHONE A T&T LONG DISTANCE	38928	39.83	6/15/94
SOUTHWESTERN BELL TELE CO	38929	80.54	6/15/94
VETERANS SERVICE			
1040509 TELEPHONE SOUTHWESTERN BELL TELE CO	38930	34.21	6/15/94
DISTRICT CLERK			
1040707 OFFICE SUPPLIES ROGERS OFFICE SUPPLY	38931	93.36	6/15/94
TRIAD TYPEWRITER CO.	38932	117.00	6/15/94
VIKING OFFICE PRODUCTS	38933	191.14	6/16/94
1040709 TELEPHONE AT&T EQUIPMENT	38934	69.50	6/15/94

VOL. 028 PAGE 669

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 2

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
GENERAL FUND			
B			
DISTRICT CLERK			
A T&T LONG DISTANCE	38935	24.46	6/15/94
SOUTHWESTERN BELL TELE CO	38936	73.71	6/15/94
1040714 BONDS, INSURANCE			
CLEMMONS INSURANCE AGENCY	38937	177.50	6/15/94
CLEMMONS INSURANCE AGENCY	38938	177.50	6/15/94
JURY ACCOUNT			
1040861 PETIT JURORS			
PATRICIA BROWN	38939	840.00	6/16/94
88TH JUDICIAL DISTRICT			
1040909 TELEPHONE			
AT&T EQUIPMENT	38940	58.25	6/15/94
SOUTHWESTERN BELL TELE CO	38941	48.39	6/15/94
1-A JUDICIAL DISTRICT			
1041024 COURT REPORTER TRAVEL/SUPPLIES			
S.D.POWER	38942	475.60	6/15/94
S.D.POWER	38943	428.00	6/15/94
JUSTICE-OF-PEACE, PCT. I			
1041107 OFFICE SUPPLIES			
ROGERS OFFICE SUPPLY	38944	50.54	6/15/94
WAL-MART STORE #01-0288	38945	12.64	6/15/94
PITNEY BOWES, INC.	38946	79.37	6/15/94
1041109 TELEPHONE			
A T&T LONG DISTANCE	38947	16.81	6/15/94
SOUTHWESTERN BELL TELE CO	38948	72.90	6/15/94
GTE MOBILNET	38949	38.07	6/15/94
JUSTICE-OF-PEACE PCT. III			
1041307 OFFICE SUPPLIES			
WAL-MART STORE #01-0288	38950	11.11	6/16/94
JUSTICE-OF-PEACE, PCT. IV			
1041409 TELEPHONE			
SOUTHWESTERN BELL TELE CO	38951	30.73	6/15/94
COUNTY COURT			
1041524 COURT REPORTER			
MARGIE LILES, CSR	38952	150.00	6/15/94
1041543 AUTOPSIES			
JAMES M. BROWN, M.D.	38953	1626.00	6/16/94

VOL. 028 PAGE 670

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 3

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	6/L DATE
GENERAL FUND			
B			
COUNTY COURT			
1041544 COMMITMENTS			
DEEP EAST TEX. MH-MR	38954	510.00	6/16/94
CRIMINAL DISTRICT ATTORNEY			
1041909 TELEPHONE			
AT&T EQUIPMENT	38955	60.00	6/15/94
SOUTHWESTERN BELL TELE CO	38956	303.35	6/15/94
TAX OFFICE			
1042007 OFFICE SUPPLIES			
ROGERS OFFICE SUPPLY	38957	100.68	6/15/94
TRIAD TYPEWRITER CO.	38958	255.14	6/15/94
1042009 TELEPHONE			
AT&T EQUIPMENT	38959	98.80	6/15/94
A T&T LONG DISTANCE	38960	67.97	6/15/94
SOUTHWESTERN BELL TELE CO	38961	139.24	6/15/94
1042012 TRAINING & EDUCATION			
SANDRA CRITTENDEN	38962	70.39	6/15/94
COUNTY JUDGE			
1042105 PART TIME SALARIES			
JUNE MAXEY	38963	117.00	6/15/94
1042107 OFFICE SUPPLIES			
ROGERS OFFICE SUPPLY	38964	5.49	6/15/94
1042109 TELEPHONE			
SOUTHWESTERN BELL TELE CO	38965	113.06	6/15/94
COUNTY AUDITOR			
1042207 OFFICE SUPPLIES			
CANON U.S.A., INC.	38966	43.13	6/15/94
WAL-MART STORE #01-0288	38967	2.76	6/15/94
VIKING OFFICE PRODUCTS	38968	11.54	6/15/94
1042209 TELEPHONE			
SOUTHWESTERN BELL TELE CO	38969	53.70	6/15/94
1042214 BONDS			
CLEMMONS INSURANCE AGENCY	38970	71.00	6/15/94
COUNTY TREASURER			
1042307 OFFICE SUPPLIES			
ROGERS OFFICE SUPPLY	38971	30.82	6/15/94
LUFKIN TYPEWRITER	38972	17.00	6/15/94

VOL. 028 PAGE 671

6/16/94

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
GENERAL FUND			
B			
COUNTY TREASURER			
1042309 TELEPHONE			
SOUTHWESTERN BELL TELE CO	38973	48.04	6/15/94
1042314 BONDS			
CLEMMONS INSURANCE AGENCY	38974	308.00	6/15/94
CLEMMONS INSURANCE AGENCY	38975	177.50	6/15/94
CONSTABLE, PCT. II			
1042509 TELEPHONE			
SOUTHWESTERN BELL TELE CO	38976	2.65	6/15/94
SHERIFF DEPT/EMER. MANAGEMENT			
1042606 OVER-TIME			
GTE MOBILNET	38977	91.76	6/16/94
1042607 OFFICE SUPPLIES			
DICTAPHONE CORP.	38978	737.00	6/15/94
ROGERS OFFICE SUPPLY	38979	177.07	6/15/94
PITNEY BOWES, INC.	38980	79.38	6/15/94
WAL-MART STORE #01-0288	38981	34.46	6/16/94
GREAT WESTERN SUPPLY DIV.	38982	90.02	6/16/94
1042608 DEPUTIES SUPPLIES			
TEXAS STATE DISTRIBUTORS	38983	369.00	6/15/94
1042609 TELEPHONE			
A T&T LONG DISTANCE	38984	141.56	6/15/94
SOUTHWESTERN BELL TELE CO	38985	769.74	6/15/94
GTE MOBILNET	38986	154.72	6/16/94
1042610 JAIL SUPPLIES			
BUTLER PAPER COMPANY	38987	656.52	6/15/94
CROWN CABLE TELEVISION	38988	54.45	6/16/94
KERNITE	38989	278.02	6/16/94
BOB BARKER CO.	38990	488.88	6/16/94
1042624 TRAVEL & EDUCATION			
COLLIN CO. COMM. COLLEGE	38991	200.00	6/15/94
KILGORE COLLEGE	38992	60.00	6/16/94
JAMES LEE CHAPMAN	38993	5.27	6/16/94
1042628 REPAIRS TO VEHICLES			
A-2 DISCOUNT AUTO PARTS	38994	602.71	6/15/94
AUTO PRIDE	38995	10.00	6/15/94
WAL-MART STORE #01-0288	38996	39.87	6/16/94
GALL'S INC.	38997	177.99	6/16/94
MODICA BROS.	38998	176.51	6/16/94
KNAPP FORD SALES, INC.	38999	786.46	6/16/94
DURHAM AUTO ELECTRIC	39000	144.00	6/16/94
JIMMYS AUTO PARTS	39001	2.49	6/16/94

VOL. 028 PAGE 672

6/16/94

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
GENERAL FUND			
B			
SHERIFF DEPT/EMER. MANAGEMENT			
1042629 GAS, OIL, GREASE			
TEXACO, INC.	39002	9.09	6/16/94
DIAMOND SHAMROCK	39003	22.81	6/16/94
GARDNER OIL CO., J.E.	39004	1492.30	6/16/94
HICKMAN'S SALES & SERVICE	39005	18.47	6/16/94
1042630 TIRES, TUBES			
MARSHALL'S CONOCO	39006	5.00	6/16/94
1042633 RADIO MAINTENANCE			
ERICSSON GE MOBILE	39007	7649.40	6/15/94
NECHES COMMUNICATION, INC	39008	2135.00	6/16/94
1042636 PRISONERS MEALS			
BROOKSHIRE BROS.	39009	23.64	6/15/94
DUNAGAN WAREHOUSE CORP.	39010	50.40	6/16/94
SYSCO FOOD SERVICES	39011	2474.01	6/16/94
1042641 UNIFORMS			
TYLER UNIFORM CO.	39012	57.52	6/16/94
1042642 EMPLOYEE PHYSICALS			
DR. PAULA SCHULTZ	39013	50.00	6/16/94
1042643 PRISONERS MEDICAL EXPENSE			
JARROTT'S PHARMACY	39014	11.92	6/16/94
JARROTT'S PHARMACY	39015	97.55	6/16/94
JOHN Q. GILCHRIST, M.D.	39016	40.00	6/16/94
CONSTABLE, PCT. III			
1042809 TELEPHONE			
SOUTHWESTERN BELL TELE CO	39017	21.40	6/15/94
CONSTABLE, PCT. IV			
1042909 TELEPHONE			
SOUTHWESTERN BELL TELE CO	39018	3.96	6/15/94
DEPT. OF PUBLIC SAFETY			
1043009 TELEPHONE, DPS & P&W			
A T&T LONG DISTANCE	39019	39.18	6/15/94
SOUTHWESTERN BELL TELE CO	39020	221.11	6/15/94
GTE MOBILNET	39021	50.64	6/15/94
FOSTER CHILD CARE			
1043571 ROOM & BOARD			
MR/MRS ROY CHEVALIER	39022	2080.50	6/16/94
MRS. ATHLENE BURRELL	39023	1052.45	6/16/94
M/M LUIS PAREDES	39024	491.35	6/16/94

VOL. 028 PAGE 673

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 6

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
GENERAL FUND			
B			
FOSTER CHILD CARE			
MR/MRS VAUGHN WALL	39025	266.35	6/16/94
HEALTH & SANITATION			
1043649 AID TO INDIGENTS			
HENSARLINGS AUTO SERVICE	39026	32.50	6/16/94
BROOKSHIRE BROS PHARMACY	39027	16.56	6/16/94
WALMART PHARMACY	39028	7.46	6/16/94
WALMART PHARMACY	39029	7.88	6/16/94
COUNTY EXTENSION OFFICE			
1043907 OFFICE SUPPLIES			
ROGERS OFFICE SUPPLY	39030	.69	6/15/94
WAL-MART STORE #01-0288	39031	23.25	6/16/94
1043909 TELEPHONE			
SOUTHWESTERN BELL TELE CO	39032	105.60	6/15/94
DATA PROCESSING			
1044007 SUPPLIES			
KELLY PRODUCTS	39033	66.00	6/15/94
BUSINESS RECORDS CORP.	39034	96.81	6/15/94
BROOKSHIRE BROS.	39035	2.97	6/15/94
TRIAD TYPEWRITER CO.	39036	103.50	6/15/94
SOUTHWESTERN BELL TELE CO	39037	52.21	6/15/94
SANDRA CRITTENDEN	39038	119.25	6/15/94
XEROX CORPORATION	39039	236.00	6/16/94
1044012 EQUIPMENT REPAIRS			
TRIAD TYPEWRITER CO.	39040	65.00	6/15/94
TRIAD TYPEWRITER CO.	39041	155.00	6/15/94
LANIER WORLDWIDE, INC.	39042	108.15	6/15/94
LUFKIN TYPEWRITER	39043	120.40	6/15/94
3M	39044	46.48	6/15/94
3M	39045	1754.39	6/15/94
1044018 EQUIPMENT LEASE			
PITNEY BOWES	39046	178.50	6/15/94
BUSINESS RECORDS CORP.	39047	1200.00	6/15/94
BUSINESS RECORDS CORP.	39048	175.00	6/15/94
FNB	39049	300.00	6/16/94
1044019 OFFICE EQUIPMENT			
MARTYN BROTHER, INC.	39050	60.00	6/16/94
1044022 PROFESSIONAL SERVICES			
DP SOLUTIONS	39051	195.00	6/15/94
NET DATA CORP.	39052	927.50	6/15/94
AIRPORT & FAIR GROUNDS			
1044135 UTILITIES			
SOUTHWESTERN BELL TELE CO	39053	18.70	6/15/94

VOL. 028 PAGE 674



6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 7

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	6/L DATE
GENERAL FUND			
B			
BUILDING MAINTENANCE			
1044207 JANITORS SUPPLIES			
BROOKSHIRE BROS.	39054	4.45	6/15/94
BUTLER PAPER COMPANY	39055	198.92	6/15/94
BUTLER PAPER COMPANY	39056	103.68	6/15/94
BOYKIN LUMBER & SUPPLY	39057	13.35	6/16/94
1044210 REPAIRS TO COURTHOUSE			
TYCO GENERAL FEED & RANCH	39058	14.00	6/15/94
DOUBLE C ELECTRIC	39059	50.00	6/15/94
WHISPERING PINES NURSERY	39060	690.45	6/15/94
TYLER COUNTY TRACTOR	39061	27.40	6/15/94
AUTO GLASS & MIRROR CO.	39062	275.00	6/15/94
AUTO GLASS & MIRROR CO.	39063	100.00	6/15/94
WAL-MART STORE #01-0288	39064	122.03	6/15/94
WAL-MART STORE #01-0288	39065	39.12	6/15/94
WAL-MART STORE #01-0288	39066	363.64	6/16/94
1044213 REPAIRS AT JUSTICE CENTER			
MAGNOLIA APPLIANCE	39067	93.45	6/15/94
DP SOLUTIONS	39068	159.95	6/15/94
B & K SUPPLY	39069	24.15	6/16/94
JOEL M. COWARD	39070	1435.00	6/16/94
WESTERN STATES INDUSTRIES	39071	671.40	6/16/94
CHEMSEARCH	39072	307.53	6/16/94
DISCOUNT PEST CONTROL	39073	240.00	6/16/94
1044235 UTILITIES-COURTHOUSE			
CITY OF WOODVILLE	39074	76.38	6/15/94
1044238 UTILITIES-JUSTICE CENTER			
GSU / ENERGY	39075	65.11	6/16/94
TOTAL CREDIT TO A/P 0020200		69,619.40-	REF. # 39076

VOL. 028 PAGE 675

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 8

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
ROAD & BRIDGE I			
PERSONAL SERVICES			
2144805 WORKERS COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39077	2996.40	6/15/94
2145128 MACHINERY MAINTENANCE			
A-Z DISCOUNT AUTO PARTS	39078	21.52	6/15/94
TRUCK & EQUIPMENT REPAIR	39079	190.00	6/15/94
MUSTANG TRACTOR	39080	267.23	6/15/94
GEORGE P. BANE, INC.	39081	441.86	6/15/94
FREEMANS HARDWARE	39082	405.60	6/16/94
DURHAM AUTO ELECTRIC	39083	34.00	6/16/94
TIMBERMANS SUPPLY	39084	97.02	6/16/94
TIMBERMANS SUPPLY	39085	206.00	6/16/94
2145129 GAS, OIL, GREASE			
GARDNER OIL CO., J.E.	39086	1827.58	6/15/94
JO-BE AUTO PARTS	39087	67.87	6/15/94
BRYAN & BRYAN	39088	6175.00	6/15/94
2145130 TIRES, TUBES			
COLLINS TIRE	39089	50.00	6/15/94
MODICA BROS.	39090	8.00	6/15/94
COLLINS TIRE	39091	383.11	6/15/94
2145132 ROAD MATERIAL			
TRANSIT-MIX CONCRETE CO.	39092	337.20	6/16/94
2145135 UTILITIES			
SOUTHWESTERN BELL TELE CO	39093	19.00	6/15/94
GTE MOBILNET	39094	64.85	6/15/94
2145140 MISCELLANEOUS SUPPLIES			
BOYKIN LUMBER & SUPPLY	39095	7.71	6/15/94
DAVIS FOOD MARKET	39096	15.05	6/15/94
TOTAL CREDIT TO A/P 0020200		13,615.00-	REF. # 39097

VOL. 028 PAGE 676

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 9

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
ROAD & BRIDGE II	B		
PERSONAL SERVICES			
2244805 WORKERS COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39098	2421.50	6/15/94
2245128 MACHINERY MAINTENANCE			
A-Z DISCOUNT AUTO PARTS	39099	15.02	6/15/94
TIMBERMANS SUPPLY	39100	24.24	6/15/94
KEN HORTON AUTO, INC.	39101	427.27	6/15/94
EAST TEXAS MACHINERY, INC	39102	1369.60	6/15/94
JIMMYS AUTO PARTS	39103	20.07	6/15/94
HICKMAN'S SALES & SERVICE	39104	3.00	6/15/94
TYLER COUNTY TRACTOR	39105	1.43	6/15/94
TRUCK & EQUIPMENT REPAIR	39106	75.00	6/15/94
JERRYS SAW SHOP	39107	19.45	6/15/94
2245129 GAS, OIL, GREASE			
GARDNER OIL CO., J.E.	39108	983.62	6/15/94
JIMMYS AUTO PARTS	39109	30.48	6/15/94
2245130 TIRES, TUBES			
DYNAMIC TRUCK SERVICES	39110	65.00	6/15/94
COLLINS TIRE	39111	40.00	6/15/94
2245132 ROAD MATERIAL			
TRANSIT-MIX CONCRETE CO.	39112	216.24	6/15/94
TRANSIT-MIX CONCRETE CO.	39113	740.96	6/15/94
TRANSIT-MIX CONCRETE CO.	39114	580.96	6/15/94
TRANSIT-MIX CONCRETE CO.	39115	189.52	6/15/94
TRANSIT-MIX CONCRETE CO.	39116	888.64	6/15/94
TRANSIT-MIX CONCRETE CO.	39117	260.48	6/15/94
TRANSIT-MIX CONCRETE CO.	39118	590.64	6/15/94
TRANSIT-MIX CONCRETE CO.	39119	270.00	6/15/94
EAST TEXAS ASPHALT CO.	39120	313.40	6/15/94
2245135 UTILITIES			
SOUTHWESTERN BELL TELE CO	39121	19.00	6/15/94
EASTEX TELEPHONE COMPANY	39122	39.86	6/16/94
2245140 MISCELLANEOUS SUPPLIES			
GULF WELDING	39123	28.00	6/15/94
AMTECH INC	39124	235.50	6/15/94

TOTAL CREDIT TO A/P 0020200 9,868.88- REF. # 39125

VOL. 028 PAGE 677

6/16/94

## A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 10

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	6/L DATE
ROAD & BRIDGE III                    B			
PERSONAL SERVICES			
2344805 WORKERS COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39126	3019.70	6/15/94
2345128 MACHINERY MAINTENANCE			
MUSTANG TRACTOR	39127	822.94	6/15/94
FREEMANS HARDWARE	39128	263.10	6/16/94
NECHES COMMUNICATION, INC	39129	55.62	6/16/94
JIMMYS AUTO PARTS	39130	85.82	6/16/94
TIMBERMANS SUPPLY	39131	66.65	6/16/94
EWWLL EQUIPMENT CO INC	39132	25.90	6/16/94
2345129 GAS, OIL, GREASE			
JASPER OIL COMPANY	39133	221.42	6/16/94
JIMMYS AUTO PARTS	39134	292.86	6/16/94
GARDNER OIL CO., J.E.	39135	1926.05	6/16/94
2345130 TIRES, TUBES			
COLLINS TIRE	39136	2284.95	6/16/94
2345132 ROAD MATERIAL			
TRANSIT-MIX CONCRETE CO.	39137	4772.71	6/16/94
2345135 UTILITIES			
SOUTHWESTERN BELL TELE CO	39138	27.36	6/15/94
GSU / ENTERGY	39139	150.14	6/16/94
GTE	39140	42.85	6/16/94
2345140 MISCELLANEOUS SUPPLIES			
MATIE SEXTON	39141	35.00	6/15/94
MARTINS TRU-VALUE HDWE.	39142	87.51	6/16/94

TOTAL CREDIT TO A/P 0020200    14,180.58-    REF. # 39143

VOL. 028 PAGE 678

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	6/L DATE
ROAD & BRIDGE IV                    B			
PERSONAL SERVICES			
2444805 WORKERS COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39144	3542.65	6/15/94
2445128 MACHINERY MAINTENANCE			
CUNNINGHAM AUTO PARTS	39145	25.09	6/15/94
SILSBEE RADIATOR	39146	165.00	6/16/94
MOTT WHOLESALE, INC.	39147	567.49	6/16/94
GEORGE P. BANE, INC.	39148	7907.28	6/16/94
TRIANGLE CLUTCH	39149	111.85	6/16/94
TIMBERMANS SUPPLY	39150	9.25	6/16/94
JO-BE AUTO PARTS	39151	71.29	6/16/94
LEHMAN'S PIPE & STEEL INC	39152	304.36	6/16/94
MUSTANG TRACTOR	39153	35.87	6/16/94
MILL MASTER MACHINE WORKS	39154	37.13	6/16/94
DAVIS WRECKER SERVICE	39155	35.00	6/16/94
FERGUSON AUTO PARTS, INC.	39156	45.00	6/16/94
2445129 GAS, OIL, GREASE GARDNER OIL CO., J.E.	39157	1356.53	6/16/94
2445130 TIRES, TUBES			
MODICA BROS.	39158	47.20	6/16/94
COLLINS TIRE	39159	97.50	6/16/94
JASPER TIRE & DISTRIBUTIN	39160	364.08	6/16/94
2445131 CULVERTS THOMAS SUPPLY, INC.	39161	137.94	6/16/94
2445132 ROAD MATERIAL TRANSIT-MIX CONCRETE CO. BRUCE'S INC.	39162 39163	335.84 936.75	6/16/94 6/16/94
2445135 UTILITIES			
SOUTHWESTERN BELL TELE CO	39164	67.78	6/15/94
BTE MOBILNET	39165	53.66	6/16/94
2445140 MISCELLANEDUS SUPPLIES			
BROOKSHIRE BROS.	39166	32.44	6/15/94
MOTT WHOLESALE, INC.	39167	66.61	6/16/94
AMTECH INC	39168	39.00	6/16/94
AMTECH	39169	201.49	6/16/94
MCINNIS HARDWARE	39170	9.95	6/16/94
2445142 LIABILITY INSURANCE TX ASSOC.OF COUNTIES CAPITAL OUTLAY	39171	277.00	6/16/94
2445345 PURCHASE OF EQUIPMENT NECHES COMMUNICATION, INC	39172	781.75	6/15/94

VOL. C28 PAGE 679

6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED G/L DATE

RECORD MANAGEMENT PRESERVATION

MISCELLANEOUS:

3149205	MISC. EXPENSE NET DATA CORP.	39174	385.00	6/15/94
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TOTAL CREDIT TO A/P 0020200 385.00- REF. # 39175

VOL 028 PAGE 680

6/16/94

A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 13

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED G/L DATE

LIBRARY FUND B

MISCELLANEOUS:

3649250 LIBRARY BOOKS & SUPPLIES			
INFORMATION GUIDE ON CO.	39176	60.00	6/16/94
WEST PUBLISHING CO.	39177	176.25	6/16/94
LAWYER'S COOPERATIVE	39178	69.95	6/16/94
SHEPARD'S MC GRAW-HILL	39179	168.60	6/16/94
WEST PUBLISHING CO.	39180	56.75	6/16/94

TOTAL CREDIT TO A/P 0020200 531.55- REF. # 39181

VOL. 028 PAGE 681

6/16/94

A/P GENERAL LEDGER DISTRIBUTION REGISTER PAGE 14

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
SANITARY LANDFILL B PERSONAL SERVICES			
3744805 WORKER'S COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39182	723.40	6/15/94
3745128 MACHINERY MAINTENANCE TIMBERMANS SUPPLY	39183	34.50	6/16/94
3745129 GAS, OIL, GREASE GARDNER OIL CO., J.E.	39184	157.62	6/16/94
3745135 UTILITIES SOUTHWESTERN BELL TELE CO	39185	36.55	6/15/94
3745140 MISCELLANEOUS SUPPLIES ETOX, INC. AMTECH	39186 39187	70.70 189.00	6/16/94 6/16/94
3745143 CONTAINER HAULS ANGELINA CO WMC	39188	2776.50	6/15/94
3745144 CLOSEOUT COSTS MATTHEWS CONSTRUCTION CO	39189	4620.00	6/16/94
TOTAL CREDIT TO A/P 0020200	8,608.27-	REF. # 39190	

VOL 028 PAGE 682



6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED G/L DATE

CRIMINAL DISTRICT ATTY TRUST B

MISCELLANEOUS:

4949205	RESTITUTION MISC. EXPENSE			
	BROOKSHIRE BRO	39191	39.42	6/16/94
	JOC STOP #5	39192	80.00	6/16/94
	MOTT BROS	39193	75.00	6/16/94
	THE MEAT MARKET	39194	113.74	6/16/94
	BESTWAY	39195	143.84	6/16/94
	WAL-MART STORE #01-0288	39196	175.91	6/16/94
	WAL-MART STORE #01-0288	39197	123.54	6/16/94
	OKAY FOODS	39198	36.00	6/16/94

TOTAL CREDIT TO A/P 0020200 787.45- REF. # 39199

VOL 028 PAGE 083

6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED G/L DATE

CRIMINAL DIST. ATTY FEE FUND

MISCELLANEOUS:

5049205 MISCELLANEOUS  
WAL-MART STORE #01-0288 39200 62.69 6/16/94

TOTAL CREDIT TO A/P 0020200 62.69- REF. # 39201

VOL 028 PAGE 684

6/16/94

**----- G.L. ACCT. # / DESCRIPTION -----**	REF. #	TOTAL POSTED	G/L DATE
1994 D.T.P.			
PERSONAL SERVICES			
5144805 WORKMAN'S COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES	39202	364.65	6/15/94
5145110 FACILITIES, UTILITIES & EQUIP. TIMBERMANS SUPPLY	39203	13.95	6/15/94
TYLER COUNTY TRACTOR	39204	24.20	6/15/94
5145113 FURNISHED TRANSPORTATION WAL-MART STORE #01-0288	39205	14.48	6/15/94
MODICA BROS.	39206	57.18	6/15/94
HENSARLINGS AUTO SERVICE	39207	14.00	6/16/94
TOTAL CREDIT TO A/P 0020200		488.46-	REF. # 39208

VOL. 028 PAGE 685

6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED 6/L DATE

PERFORMANCE REWARD PROGRAM

5245209	CONTRACT-SUBSTANCE ABUSE 1993			
	REDWOOD MEDICAL LAB	39209	114.00	6/15/94
	ALCOHOL AND DRUG ABUSE	39210	580.00	6/15/94

TOTAL CREDIT TO A/P 0020200 694.00- REF. # 39211

VOL 028 PAGE 686

6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED 6/L DATE

ADULT PROBATION B

5343707 CCP SUPPLIES & OPERATING EXP.  
HAILS TAYLOR CONSULTING 39212 220.00 6/15/94  
OPERATING EXPENSES

5345107 SUPPLIES & OPERATING EXPENSES  
WAL-MART STORE #01-0288 39213 13.00 6/15/94  
ROGERS OFFICE SUPPLY 39214 115.36 6/15/94  
A T&T LONG DISTANCE 39215 79.95 6/15/94  
TYLER COUNTY 39216 330.00 6/15/94  
PITNEY BOWES 39217 82.20 6/15/94  
SOUTHWESTERN BELL TELE CO 39218 46.86 6/15/94  
STERLING PUBLISHING 39219 92.50 6/15/94  
SOUTH HILLS DATA 39220 71.83 6/15/94

TOTAL CREDIT TO A/P 0020200 1,051.70- REF. # 39221

VOL. 028 PAGE 687

6/16/94

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED 6/L DATE

JUVENILE PROBATION FUND B

5443705 ISP WORKER'S COMPENSATION TX ASSOCIATION OF CO. 39222 21.80 6/15/94

5444905 J.L.E. WORKER'S COMPENSATION TX ASSOCIATION OF CO. OPERATING EXPENSES 39223 242.70 6/15/94

5445105 WORKERS COMPENSATION TX ASSOCIATION OF CO. 39224 52.90 6/15/94

5445109 TELEPHONE SOUTHWESTERN BELL TELE CO 39225 80.45 6/15/94

5445133 PAGER LEASE MOBILECOMM 39226 29.25 6/15/94

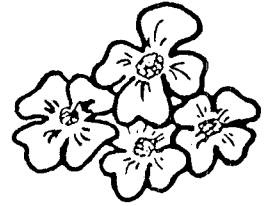
TOTAL CREDIT TO A/P 0020200 427.10- REF. # 39227

VOL. 028 PAGE 688



*County of the Dogwood Festival*

JOYCE MOORE  
TYLER COUNTY AUDITOR  
100 COURTHOUSE - ROOM 303  
WOODVILLE, TEXAS 75979



(409) 283-3652

June 17, 1994

TO THE HONORABLE COMMISSIONER'S COURT:

The following bills were presented to my office for payment without the proper documentation for processing:

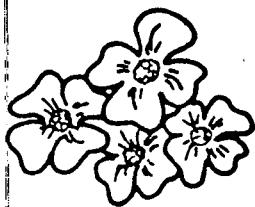
Chevron, USA, Inc.	\$50.84	Sheriff
Durham Auto Electric	34.00	Pct. I

The Auditor's Office is requesting approval for payment upon receipt of the necessary information.

Thank you,

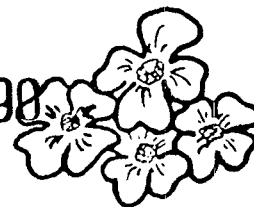
  
Joyce Moore  
County Auditor

VOL. 028 PAGE 689



JOYCE MOORE  
TYLER COUNTY AUDITOR VOL.  
100 COURTHOUSE - ROOM 303  
WOODVILLE, TEXAS 75979

028 PAGE 690



(409) 283-3652

*County of the Dogwood Festival*

County Bank Balances as of May 31, 1994:

COUNTY CLERK

Fee Account	\$ Unavailable	
Trust Account	<u>Unavailable</u>	\$ 0.00

COUNTY TREASURER

Accounts Payable Account	\$ 48.29	
Jail Interest & Sinking Account	98,892.18	
Payroll Account	37,174.85	
Tex-Pool Investment Account	0.00	
Treasurer's Account	2,138,825.31	
Tyler County '92 CDBG Grant Account	<u>0.00</u>	2,274,940.63

DISTRICT ATTORNEY

State Aid Account	\$ <u>14,355.10</u>	14,355.10
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DISTRICT CLERK

Child Support Account	\$ 0.00	
Fee Account	15,908.54	
Trust Account	<u>207,298.74</u>	223,207.28

JUSTICE OF PEACE, PCT I

Fee Account	\$ <u>7,233.00</u>	7,233.00
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JUSTICE OF PEACE, PCT II

Fee Account	\$ <u>3,510.50</u>	3,510.50
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JUSTICE OF PEACE, PCT III

Fee Account	\$ <u>3,680.00</u>	3,680.00
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JUSTICE OF PEACE, PCT IV

Fee Account	\$ <u>1,174.00</u>	1,174.00
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SHERIFF

Cash Bond Account	\$ 2,700.00	
Commissary Account	Unavailable	
Fee Account	<u>17.00</u>	2,717.00

TAX OFFICE

Auto Account	\$ 116,080.93	
Tax Account	<u>Unavailable</u>	116,080.93

TOTAL AVAILABLE FUNDS

\$ 2,646,898.44



02155660

RELEASE

VOL. 028 PAGE 691

The undersigned claimant, Tyler County Precinct 2,

for and in consideration of Seventeen thousand five hundred 4/100 DOLLARS (\$ 17,500.40)

the receipt of which is hereby acknowledged do/does hereby fully release and forever discharge Taylor Spruce Company and Kenneth Gilchrist

his or their successors and assigns, and all other persons, firms or corporations who are or might be liable for any claims, controversies, demands, actions or causes of action, on account of injuries to myself and any other person or persons whomsoever which I/we have or might have against him or them, and especially because of damages, losses or injuries to persons or property, or both, whether known or unknown, whether developed or undeveloped, resulting or to result from a certain accident which occurred on or about the 26<sup>th</sup> day of April 19 94, in or about Tyler County.

It is expressly understood and agreed that the said sum is the sole consideration for this release and that the consideration stated herein is contractual and not a mere recital; that all agreements and understandings between the parties are embodied and expressed herein, and that neither this agreement nor any part thereof shall be construed or used as an admission of liability; and that said sum is paid in compromise of a disputed claim, and to avoid the trouble and expense of further investigation and litigation on account of said accident.

Executed this 17 day of June 19 94.

WITNESSES:

x Armi Bann

[Signature]

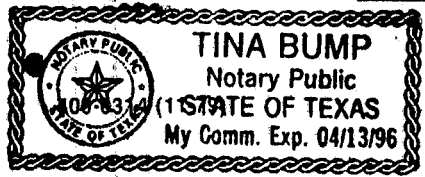
THE STATE OF TEXAS  
COUNTY OF Tyler

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Owens, County Judge  
And Pete Barnes Commissioner Prec 2

known to me to be the person S whose signature S appear S above, and acknowledged to me that the y executed the above release for the purpose and consideration mentioned therein, and that they knew same was a release of all claims, controversies, demands, and actions, or causes of action, on account of injuries, or damages, or losses, specified in said release.

My commission expires 4-13-96

[Signature]  
Notary Public





Deep East Texas Council of Governments and Economic Development District  
274 East Lamar Street • Jasper, Texas 75951 • 409/384-5704 • FAX 409/384-5390

**WALTER G. DIGGLES**

Executive Director

June 7, 1994

Honorable Jerome Owens  
Tyler County Judge  
100 Courthouse  
Woodville, Texas 75979

Dear Judge Owens:

The Deep East Texas Council of Governments will begin a new Board membership on July 1, 1994. We need your cooperation in selecting an elected official from Tyler County to serve on the Board of Directors. Article VII, Paragraph 1 of the Bylaws states representatives from member counties will be selected by the county commissioners court of each respective county. Effective June 1, 1994, county membership is determined as follows:

POPULATION	NUMBER OF MEMBERS
0 - 25,000	1
25,001 - 50,000	2
50,001 - 75,000	3
75,001 - 100,000	4

Please list below the official you have duly appointed and return this information to DETCOG in the enclosed envelope as soon as possible. Tyler County's current board member is Maxie Riley. The appointment from Tyler County for 1994-95 is:

NAME	ELECTED POSITION	MAILING ADDRESS	PHONE
MAXIE L. RILEY	COMMISSIONER, PCT.#1	Rt.1 Box 1020 Woodville	283-7296

Sincerely yours,

*Walter G. Diggles*  
Walter G. Diggles  
Executive Director

CERTIFICATION

I, JEROME P. OWENS OF TYLER County do hereby certify that the above listed appointment was made by the Commissioners' Court and has been recorded in our minutes.

SIGNATURE: *Jerome Owens*

DATE: JUNE 17, 1994

TITLE: TYLER COUNTY JUDGE



*Maxie 6/27/94*

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF TYLER

VOL. 028 PAGE 693

THIS CONTRACT is made and entered into by and between TYLER COUNTY, acting herein by and through its governing body, hereinafter styled First Party, and the law firm of CALAME LINEBARGER GRAHAM & PEÑA, L.L.P., 1949 South I. H. 35, Austin, Texas, hereinafter styled Second Party.

I

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to First Party and all other taxing jurisdictions whose taxes are collected by First Party. Current taxes falling delinquent within the period of this contract shall become subject to its terms when placed in litigation or on the first day of July of the year in which the taxes become delinquent, whichever date is sooner.

II

Second Party is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under its observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

III

Second Party shall perform the following special services:

- (a) perform mass mailing of delinquent tax notices a minimum of four (4) times each year to all delinquent taxpayers for whom addresses are available from the county tax office, unless such taxpayer(s) is in bankruptcy.
- (b) provide within 120 days a proposed inactive roll of delinquent accounts determined to be in error or uncollectible.
- (c) address five (5) delinquent accounts styled "unknown owner" each month in an effort to resolve ownership and/or validity of assessment together with reports on resolution each quarter.
- (d) provide a written over-all delinquent tax collection report four (4) times each year.

First Party agrees to pay to Second Party as compensation for the services required hereunder fifteen (15%) percent of the amount collected of all delinquent taxes, penalty and interest for the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract, as and when collected. All compensation above provided for shall become the property of Second Party at the time payment of the taxes, penalty and interest is made to the collector. The collector shall pay over said funds monthly by check.

V

This contract is drawn to cover a period of two years beginning July 1, 1994. Thereafter, this contract will continue on a month to month basis until such time as First Party notifies Second Party that it does not wish to continue the agreement. Notwithstanding anything to the contrary herein, this agreement may be terminated by First Party at any time by the giving of thirty (30) days written notice thereof to Second Party. Second Party shall have six months following termination of the contract to reduce to judgment all suits filed prior thereto. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 1<sup>st</sup> day of July, 1994, Tyler County, Texas.

**TYLER COUNTY**

First Party

By *James Curtis*  
County Judge

**CALAME LINEBARGER GRAHAM & PEÑA, L.L.P.**

Second Party

By *L. Duane Force*  
For the Firm



Angelina & Neches River Authority

June 3, 1994

GOODWIN-LASITER INC.  
1609 S. Chestnut  
Lufkin, Texas 75901  
attention: Mike Walker, P.E.

VOL. 028 PAGE 695

RE: Tyler County TDHCA Grant Project

Dear Mr. Walker:

The Angelina & Neches River Authority (ANRA) is pleased to submit this proposal to provide technical assistance for the above referenced project. We believe that this project addresses one of the major concerns related to water quality in the East Texas area and have a real interest in helping with this important project. As we discussed by telephone, ANRA's proposed services/assistance include the following:

- 1) Travel to and from sites in Tyler County (B.A. Steinhagen Lake (Dam B) area, Doucette area, and an area west of Woodville) for performance of site soil condition evaluations.
- 2) Perform a soil characterization study and percolation test at each designated lot within each area.
- 3) Prepare written report for each designated lot within each area to provide information on the characteristics of the soil upon which replacement on-site sewage facilities can be designed.

ANRA's cost for providing these services is \$75.00 per lot with the requirement that we be allowed to group the lots into sets with a minimum of 10 lots per set, to allow for the economies of scale to help keep costs as low as possible. Generally, ANRA requests that it be given 10 working days for each set of lots.

Please indicate your acceptance of this proposal by signing two copies in the space provided below and returning them to our office for our records. We truly appreciate this opportunity to be of service and thank you for your consideration of our proposal.

Also included are the attached Terms & Conditions.

Sincerely,

*John P. Porterfield*  
John P. Porterfield, P.E.  
Water Quality Manager

We accept this proposal.

*Jerome DeWitt*  
Tyler County

*17 June 1994*  
Date

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization



or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

VOL. 028 PAGE 700

John Hall, *Chairman*  
Pam Reed, *Commissioner*  
Peggy Garner, *Commissioner*  
Anthony Grigsby, *Executive Director*



VOL. 028 PAGE 701

## TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

*Protecting Texas by Reducing and Preventing Pollution*

July 1, 1994

The Honorable Jerome P. Owens, Jr.  
Tyler County Judge  
100 Courthouse  
Woodville, Texas 75979

Subject: Municipal Solid Waste - Tyler County  
Tyler County - Registration No. MSW-40038  
A Type V Transfer Station Facility

Dear Judge Owens:

Your application for registration of a Transfer Station (TS) facility has been reviewed and determined to be technically complete.

This facility is registered as a Type V TS and must be operated in accordance with the provisions of Sections 330.171 through 330.180 of the "Municipal Solid Waste" regulations and the submitted plan in the application.

Your assigned Registration Number is MSW-40038 and should be used in any correspondence with the Texas Natural Resource Conservation Commission (TNRCC).

Any questions you may have regarding this registration may be directed to Mr. Manik M. Naik, P.E., at (512) 239-6005.

Sincerely,

A handwritten signature in cursive script that reads "Michael D. Graeber".

Michael D. Graeber, P.E., Team Leader  
Permits Section  
Municipal Solid Waste Division

MDG/MMN/mmn

cc: TNRCC Region 10