

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
September 15, 2000 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 15th day of September, 2000 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:

C. D. WOODROME
RUSTY HUGHES
JOE MARSHALL
DONECE GREGORY

COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COUNTY CLERK, EX OFFICIO

The following were absent: Judge Owens and Commissioner Sawyer thereby
constituting a quorum. In addition to the above were:

JOYCE MOORE
JACKIE SKINNER

COUNTY AUDITOR
COUNTY TREASURER

A motion was made by Commissioner Hughes and seconded by Commissioner
Woodrome to approve the minutes of September 11, 2000. All voted yes and none no.

Commissioner Hughes motioned to approve paying the Tyler County bills.
Commissioner Woodrome seconded the motion. All voted yes and none no. SEE
ATTACHED

Vann Bush and Jimmy presented the 911 update:

- Working on the Chester and Woodville exchanges
- Working one person short, hopeful the position will be filled Monday, September 18th
- 63% of the Chester exchange is matched; will be focusing to finish Chester in the next three weeks.
- 911 Advisory Board meeting had been held and attended by Commissioner Woodrome

Commissioner Woodrome reported the State's contractor for signage was absent from the
pre construction hearing and had to be re-scheduled. Jimmy stated he had been touring a
couple of the county precincts to fill in some missing addresses. A motion was made by
Commissioner **Woodrome** and seconded by **Commissioner Hughes** to accept the 911
report. All voted yes and none no.

Commissioner Woodrome motioned to approve and authorize Judge Owens to execute
the contract between the county and the **Burke Center for transporting mental
patients**, upon the contract being acceptable to Judge Owens. **Commissioner Hughes**
seconded the motion. All voted yes and none no.

**Commissioners' Court
September 15, 2000**

A motion was made by **Commissioner Woodrome** and seconded by **Commissioner Hughes** to appoint Sue Woods to the Tri-County Community Action Board, replacing Henry Sawyer. All voted yes and none no.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Woodrome** to authorize advertise for bids to sell two used vehicles from the Sheriff's department. The bids will be opened at the regular meeting in October. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

A motion was made by **Commissioner Woodrome** and seconded by **Commissioner Hughes** to approve 1/3rd of the salary of Malinda Waller to be paid out of the County Records Management Fund for data entry of the records of the County Clerk. All voted yes and none no.

Commissioner Hughes motioned the meeting adjourned.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED. 8:45A.M.

SIGNED: _____

initial as you did not attend
Jerome Owens, County Judge

C.D. Woodrome

C.D. Woodrome, Comm. Pct. #1

Rusty Hughes

Rusty Hughes, Comm. Pct. #2

Joe Marshall

Joe Marshall, Comm. Pct. #3

Henry Earl Sawyer

Henry Earl Sawyer, Comm. Pct. #4

ATTEST: _____

Donece Gregory

Donece Gregory, County Clerk

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A & M MOTOR COMPANY	2000 010-426-028	REPAIRS TO VEHICL	TYLES/PH/WOLF	20544	09/13/2000	09/15/2000		75.00
A & M MOTOR COMPANY	2000 010-426-028	REPAIRS TO VEHICL	TYLES/PH/WOLF	20545	09/13/2000	09/15/2000		75.00
A & M MOTOR COMPANY	2000 010-426-009	TELEPHONE	TYCO S	20527	09/13/2000	09/15/2000		122.00
A & M MOTOR COMPANY	2000 010-426-028	REPAIRS TO VEHICL	TYCO S	56591.56596	09/13/2000	09/15/2000		263.80
A T & T	2000 010-402-009	TELEPHONE	0207583366001	CO CLRK AUG	09/13/2000	09/15/2000		16.03
A T & T	2000 010-407-009	TELEPHONE	0207583366001	DIST CLRK AU	09/13/2000	09/15/2000		7.96
A T & T	2000 010-411-009	TELEPHONE	0207583366001	J.P I AUG	09/13/2000	09/15/2000		6.18
A T & T	2000 010-426-009	TELEPHONE	0207583366001	SHERIFF AUG	09/13/2000	09/15/2000		188.65
A T & T	2000 010-430-009	TELEPHONE - HIGHW	0207583366001	HWY PAT AUG	09/13/2000	09/15/2000		32.63
A T & T	2000 010-430-010	TELEPHONE - PARKS	0207583366001	PKS WLD AUG	09/13/2000	09/15/2000		13.42
A T & T	2000 010-430-011	TELEPHONE - DRIVE	0207583366001	DRV LIC AUG	09/13/2000	09/15/2000		3.94
A T & T	2000 010-439-009	TELEPHONE	0207583366001	J.P III AUG	09/13/2000	09/15/2000		20.32
A T & T	2000 010-419-009	TELEPHONE	0207583366001	D/A AUG	09/13/2000	09/15/2000		55.54
A T & T	2000 010-420-009	TELEPHONE	0207583366001	TAX AUG	09/13/2000	09/15/2000		28.13
A T & T	2000 010-421-009	TELEPHONE	0207583366001	CO JDGE AUG	09/13/2000	09/15/2000		17.40
A T & T	2000 010-422-009	TELEPHONE	0207583366001	AUDITOR AUG	09/13/2000	09/15/2000		1.56
A T & T	2000 010-423-009	TELEPHONE	0207583366001	TREAS AUG	09/13/2000	09/15/2000		11.46
A T & T	2000 010-440-019	OFFICE EQUIPMENT	0207583366001	DATA AUG	09/13/2000	09/15/2000		6.38
A T & T	2000 010-413-009	TELEPHONE	0207583366001	JP III AUG	09/14/2000	09/15/2000		.78
ALLAN SHIVERS LIBRARY	2000 010-401-027	ALLEN SHIVERS LIB	QUARTERLY ALLOTMENT	0905	09/12/2000	09/15/2000		14,184.50
ALLIED ELEVATOR	2000 010-442-012	ELEVATOR REPAIRS	NO MAINTENANCE	8082	09/12/2000	09/15/2000		125.00
ANDY W. MESSER	2000 010-408-061	PETIT JURORS	JURY	6190E	09/14/2000	09/15/2000		10.00
ANGELINA DIAGNOSTIC RAD	2000 010-427-043	PRISONER MEDICAL	700032546	COLLINS OTTO	09/13/2000	09/15/2000		35.00
ANGELINA DIAGNOSTIC RAD	2000 010-427-043	PRISONER MEDICAL	700032546	JACKSON RICK	09/13/2000	09/15/2000		35.00
ANGELINA DIAGNOSTIC RAD	2000 010-427-043	PRISONER MEDICAL	700032546	MITCHERLL GA	09/13/2000	09/15/2000		35.00
ARAN WILSON	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7201	09/14/2000	09/15/2000		59.68
BEAR GRAPHICS, INC.	2000 010-405-007	OFFICE SUPPLIES	JP 4	61949	09/12/2000	09/15/2000		628.83
BEN JOHNSON	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7203	09/14/2000	09/15/2000		328.72
BERNITTA LANGLEY	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6542	09/13/2000	09/15/2000		300.00
BETTER BUSINESS MACHINE	2000 010-440-012	EQUIPMENT REPAIRS	BT2081	081500	09/12/2000	09/15/2000		180.00
BETTY ANN HOLTON	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6541	09/13/2000	09/15/2000		400.00
BILLY JOHN STANLEY	2000 010-408-061	PETIT JURORS	JURY	6190B	09/14/2000	09/15/2000		10.00
BRIAN GUILLORY	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	6548	09/14/2000	09/15/2000		552.04
BROOKSHIRE BROS.	2000 010-440-007	SUPPLIES	018005	979051	09/12/2000	09/15/2000		4.74
BROOKSHIRE BROS.	2000 010-427-036	PRISONER MEALS	PRISONER MEALS	AUG STMT	09/13/2000	09/15/2000		30.28
BURKE CENTER	2000 010-415-044	COMMITMENTS	COURT PROCEEDINGS	08012000	09/12/2000	09/15/2000		525.00
CANDY CLEANERS	2000 010-426-041	UNIFORMS	SHERIFF	AUG STMT	09/13/2000	09/15/2000		202.53
CANDY CLEANERS	2000 010-427-041	UNIFORMS	JAIL	AUG STMT JAI	09/13/2000	09/15/2000		46.40
CANON U.S.A., INC.	2000 010-422-007	OFFICE SUPPLIES	714A2	FR993187	09/13/2000	09/15/2000		44.25
CHEVRON U.S.A. INC.	2000 010-426-029	GAS, OIL, GREASE	7898789800	789878980000	09/13/2000	09/15/2000		244.69
CHIEF SUPPLY	2000 010-426-037	CAMERAS, FILM	TYLER CSO	10267407	09/13/2000	09/15/2000		370.50
CINDY SELF	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6544	09/13/2000	09/15/2000		200.00
CITY OF WOODVILLE	2000 010-442-035	UTILITIES-COURTHD	01024002	TAX 0911	09/12/2000	09/15/2000		289.65
CITY OF WOODVILLE	2000 010-442-038	UTILITIES-JUSTICE	05119001	JUSTICE 0911	09/12/2000	09/15/2000		893.97
CORPORATE TECHNOLOGIES	2000 010-440-012	EQUIPMENT REPAIRS	TAX OFFICE	800155	09/12/2000	09/15/2000		101.81
CRYSTAL S. OWENS	2000 010-408-061	PETIT JURORS	JURY	6190F	09/14/2000	09/15/2000		10.00
DANA DEBEAUVOIR	2000 010-415-044	COMMITMENTS	31710	31710	09/12/2000	09/15/2000		323.00
DAVID GALLAGHER	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7213	09/14/2000	09/15/2000		328.24
DCS COMPUTER SERVICE	2000 010-440-012	EQUIPMENT REPAIRS	DIAGNOSTIC	0816	09/12/2000	09/15/2000		110.00
DEBORAH E. MILLER	2000 010-408-061	PETIT JURORS	JURY	6190D	09/14/2000	09/15/2000		10.00
DIAMOND SHAMROCK	2000 010-426-029	GAS, OIL, GREASE	77001568	081000	09/13/2000	09/15/2000		13.85
DISCOUNT PEST CONTROL	2000 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER	08292000	09/13/2000	09/15/2000		260.00
DF SOLUTIONS, INC.	2000 010-440-012	EQUIPMENT REPAIRS	01TYL0004	0042602	09/12/2000	09/15/2000		18.75
ELBERT SHEFFIELD	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7212	09/14/2000	09/15/2000		328.24
ELBERT SHEFFIELD	2000 010-427-024	TRAVEL & EDUCATIO	TRAVEL	0919	09/14/2000	09/15/2000		110.00

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRF	PD NO	AMOUNT
ENERGY	2000 010-442-038	UTILITIES-JUSTICE	172262	JST CNTR AUG	09/12/2000	09/15/2000		14.91
EVELYN E. HOLT	2000 010-408-061	PETTIT JURORS	JURY	6190	09/14/2000	09/15/2000		10.00
FEDERAL EXPRESS CORP	2000 010-442-010	REPAIRS TO COURTH	2212300412	55822670	09/12/2000	09/15/2000		17.30
FORESTRY SUPPLIERS INC	2000 010-426-008	DEPUTIES SUPPLIES	450427	10520200	09/13/2000	09/15/2000		494.38
FRANKLIN ELLISON JR.	2000 010-408-061	PETTIT JURORS	JURY	61901	09/14/2000	09/15/2000		10.00
GARDNER OIL, INC.	2000 010-426-029	GAS, OIL, GREASE	SHERIFF	AUG STMT	09/13/2000	09/15/2000		4,116.20
GTE WIRELESS	2000 010-430-009	TELEPHONE - HIGHW	05422118116185	116185AUG	09/12/2000	09/15/2000		32.29
GTE WIRELESS	2000 010-426-009	TELEPHONE	05422126116185	1161850800C	09/13/2000	09/15/2000		76.09
HAPPY SPECIALTIES	2000 010-420-007	OFFICE SUPPLIES	21096	4648	09/12/2000	09/15/2000		59.00
HART INFORMATION SVC	2000 010-401-050	ELECTION EXPENSE	734754	833927	09/12/2000	09/15/2000		535.78
HENSHAW'S TIRE CENTE	2000 010-426-029	GAS, OIL, GREASE	OIL	SHERIFF AUG	09/13/2000	09/15/2000		85.80
HENSHAW'S TIRE CENTE	2000 010-426-030	TIRES, TUBES	TIRES	SHERIFF AUG	09/13/2000	09/15/2000		183.45
HOUSTON CELLULAR TELEPH	2000 010-426-009	TELEPHONE	70043369	SHERIFF AUG	09/13/2000	09/15/2000		368.26
INA LEE	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	6550	09/14/2000	09/15/2000		358.08
INA LEE	2000 010-426-024	TRAVEL & EDUCATIO	TRAVEL	0919	09/14/2000	09/15/2000		110.00
INNOVATIVE BUSINESS SYS	2000 010-440-007	SUPPLIES	103363	01549	09/13/2000	09/15/2000		90.00
INTERNET UNLIMITED	2000 010-440-007	SUPPLIES	7952	NO ACCESS	09/13/2000	09/15/2000		18.95
JAMES SMITH	2000 010-426-045	U S MARSHALL TRAN FE	TRANSPORT	7210	09/14/2000	09/15/2000		343.16
JAN GIROUARD & ASSOCIAT	2000 010-415-024	COURT REPORTER	01645097	31435	09/12/2000	09/15/2000		229.25
JARROTT'S PHARMACY	2000 010-427-043	PRISONER MEDICAL	PRISONER MED	JULY STMT	09/13/2000	09/15/2000		176.35
JEFF MASHAM	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	7211	09/14/2000	09/15/2000		298.40
JO-BE AUTO PARTS	2000 010-442-010	REPAIRS TO COURTH	7050	AUG STMT PCT	09/12/2000	09/15/2000		35.78
JO-BE AUTO PARTS	2000 010-426-029	GAS, OIL, GREASE	7075	150786	09/13/2000	09/15/2000		57.97
JULIAN HARVEY	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6539	09/13/2000	09/15/2000		466.62
LANA SANFORD	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6545	09/13/2000	09/15/2000		300.00
LAURA C. TALLEY	2000 010-408-061	PETTIT JURORS	JURY	6190K	09/14/2000	09/15/2000		10.00
LAVERNE LUSK	2000 010-415-044	COMMITMENTS	MT24881	NICOL	09/12/2000	09/15/2000		238.00
LINSEY WHISENHANT,ATTY	2000 010-408-055	COURT APPOINTED A	CRJ APP ATT	9197	09/12/2000	09/15/2000		350.00
LONNIE E. KING	2000 010-408-061	PETTIT JURORS	JURY	6190A	09/14/2000	09/15/2000		10.00
LUCCENT TECHNOLOGIES	2000 010-419-009	TELEPHONE	5624299	AUG D/A	09/12/2000	09/15/2000		274.94
LUCCENT TECHNOLOGIES	2000 010-402-009	TELEPHONE	X772440	AUG CD CLK	09/12/2000	09/15/2000		122.35
LUCCENT TECHNOLOGIES	2000 010-420-009	TELEPHONE	S624161	TAX AUG INST	09/12/2000	09/15/2000		168.74
LUCCENT TECHNOLOGIES	2000 010-407-009	TELEPHONE	0100597471	2706563908	09/12/2000	09/15/2000		104.62
MARK WILSON	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	7207	09/14/2000	09/15/2000		119.36
MATT MCCARVER	2000 010-439-024	OUT-OF-COUNTY TRA	TRAVEL	08282000	09/12/2000	09/15/2000		32.12
MICHAEL GEORGE MITCHAM	2000 010-408-061	PETTIT JURORS	JURY	6190C	09/14/2000	09/15/2000		10.00
MIKE WILSON	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	7209	09/14/2000	09/15/2000		208.88
MISSY DODDEN	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6543	09/13/2000	09/15/2000		166.64
MISSY DODDEN	2000 010-426-001	SALARIES-SHERIFF	PHONE CONNECTORS	6547	09/13/2000	09/15/2000		14.98
MISSY DODDEN	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	7206	09/14/2000	09/15/2000		492.36
MOBIL OIL CREDIT CORP.	2000 010-426-030	TIRES, TUBES	TIRES	08082000	09/13/2000	09/15/2000		20.76
MODICA BROS.	2000 010-426-028	REPAIRS TO VEHICL	REPAIRS	SHERIFF AUG	09/13/2000	09/15/2000		118.96
MODICA BROS.	2000 010-426-029	GAS, OIL, GREASE	OIL	SHERIFF AUGU	09/13/2000	09/15/2000		184.18
MODICA BROS.	2000 010-426-029	GAS, OIL, GREASE	OIL	72238-11	09/12/2000	09/15/2000		95.80
NATIONWIDE PAPERS	2000 010-442-010	REPAIRS TO COURTH	1072941	71181-11	09/12/2000	09/15/2000		172.79
NATIONWIDE PAPERS	2000 010-442-010	REPAIRS TO COURTH	1072941	71181-12	09/12/2000	09/15/2000		167.37
NATIONWIDE PAPERS	2000 010-442-010	REPAIRS TO COURTH	1072941	72168-11	09/13/2000	09/15/2000		40.19
NATIONWIDE PAPERS	2000 010-427-010	JAIL SUPPLIES	1072953	72168-11	09/13/2000	09/15/2000		233.05
NATIONWIDE PAPERS	2000 010-427-010	JAIL SUPPLIES	1072953	72168-12	09/13/2000	09/15/2000		130.00
NATIONWIDE PAPERS	2000 010-427-010	JAIL SUPPLIES	1072953	73695-11	09/13/2000	09/15/2000		298.83
NATIONWIDE PAPERS	2000 010-427-010	JAIL SUPPLIES	1072953	73702-11	09/13/2000	09/15/2000		527.95
NATIONWIDE PAPERS	2000 010-440-007	SUPPLIES	1072941	6302	09/12/2000	09/15/2000		250.00
NET DATA CORP.	2000 010-440-015	SERVICE CONTRACTS	TYL9000057	7204	09/14/2000	09/15/2000		328.24
NICHOLAS THOMPSON	2000 010-426-045	U S MARSHALL TRAN FE	FED TRANSPORT	55783209	09/13/2000	09/15/2000		17.82
OFFICE MAX CREDIT PLAN	2000 010-422-007	OFFICE SUPPLIES	6011383600787229	011547481	09/12/2000	09/15/2000		14.04
PAGING NETWORK OF HOUST	2000 010-442-010	REPAIRS TO COURTH	011530460					

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
PAGING NETWORK OF HOUST	2000 010-420-009	TELEPHONE	011522262	011-544956	09/13/2000	09/15/2000		197.01
PAPER WORKS PRINTING	2000 010-402-007	OFFICE SUPPLIES	CD CLRK	20642	09/12/2000	09/15/2000		400.00
PAPER WORKS PRINTING	2000 010-419-009	TELEPHONE	D/A	20638	09/12/2000	09/15/2000		18.00
PAPER WORKS PRINTING	2000 010-426-008	DEPUTIES SUPPLIES	32172	20645	09/13/2000	09/15/2000		32.95
PATTILLO BROWN & HILL L	2000 010-401-023	INDEPENDENT AUDIT	112752	062600	09/13/2000	09/15/2000		6,100.00
PITNEY BOWES	2000 010-420-007	OFFICE SUPPLIES	2817880	2817880AUDD	09/12/2000	09/15/2000		170.00
PITNEY BOWES INC.	2000 010-426-007	OFFICE SUPPLIES	15047266877	637298	09/12/2000	09/15/2000		84.83
PITNEY BOWES INC.	2000 010-411-007	OFFICE SUPPLIES	15047266877	637298A	09/12/2000	09/15/2000		84.82
PUBLIC NET XCHANGE	2000 010-401-099	CONTINGENCY FOR M	920136510	AUG SEPT	09/14/2000	09/15/2000		23.20
QUINLAN PUBLISHING CO..	2000 010-426-008	DEPUTIES SUPPLIES	SEARCH & SEIZURE	SSB10330023	09/13/2000	09/15/2000		76.97
RICHARD GUILLORY	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7202	09/14/2000	09/15/2000		605.68
RICKY COKER	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7208	09/14/2000	09/15/2000		701.24
ROGERS OFFICE SUPPLY	2000 010-402-007	OFFICE SUPPLIES	CD CLRK	114	09/12/2000	09/15/2000		5.99
ROGERS OFFICE SUPPLY	2000 010-411-007	OFFICE SUPPLIES	J P I	123	09/12/2000	09/15/2000		199.99
ROGERS OFFICE SUPPLY	2000 010-411-007	OFFICE SUPPLIES	J P I	340	09/12/2000	09/15/2000		31.69
ROGERS OFFICE SUPPLY	2000 010-430-007	OFFICE SUPPLIES	DPS	324	09/12/2000	09/15/2000		6.43
ROGERS OFFICE SUPPLY	2000 010-430-007	OFFICE SUPPLIES	DPS	375	09/12/2000	09/15/2000		9.90
ROGERS OFFICE SUPPLY	2000 010-430-007	OFFICE SUPPLIES	DPS	439	09/12/2000	09/15/2000		3.19
ROGERS OFFICE SUPPLY	2000 010-419-007	OFFICE SUPPLIES	D/A	345	09/12/2000	09/15/2000		28.45
ROGERS OFFICE SUPPLY	2000 010-419-007	OFFICE SUPPLIES	D/A	440	09/12/2000	09/15/2000		8.99
ROGERS OFFICE SUPPLY	2000 010-420-007	OFFICE SUPPLIES	TAX	274	09/12/2000	09/15/2000		16.16
ROGERS OFFICE SUPPLY	2000 010-421-007	OFFICE SUPPLIES	CD JUDGE	438	09/12/2000	09/15/2000		5.69
ROGERS OFFICE SUPPLY	2000 010-423-007	OFFICE SUPPLIES	TREAS	426	09/12/2000	09/15/2000		107.89
ROGERS OFFICE SUPPLY	2000 010-422-007	OFFICE SUPPLIES	AUDITOR	378	09/12/2000	09/15/2000		17.50
ROGERS OFFICE SUPPLY	2000 010-422-007	OFFICE SUPPLIES	AUDITOR	442	09/12/2000	09/15/2000		8.97
ROGERS OFFICE SUPPLY	2000 010-426-007	OFFICE SUPPLIES	SHERIFF	168	09/12/2000	09/15/2000		130.42
ROGERS OFFICE SUPPLY	2000 010-426-007	OFFICE SUPPLIES	SHERIFF	436	09/12/2000	09/15/2000		81.58
ROGERS OFFICE SUPPLY	2000 010-426-007	OFFICE SUPPLIES	SHERIFF	503	09/12/2000	09/15/2000		19.98
SANDRA SNOWDEN	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6544	09/13/2000	09/15/2000		100.00
SCOTT-MERRIMAN, INC.	2000 010-405-007	OFFICE SUPPLIES	TY02	010401	09/12/2000	09/15/2000		180.10
SCRIPT CARE, INC.	2000 010-427-043	PRISONER MEDICAL	7470B	0000141237	09/13/2000	09/15/2000		40.05
SCRIPT CARE, INC.	2000 010-427-043	PRISONER MEDICAL	7470B	0000142236	09/13/2000	09/15/2000		11.91
SHARON KAYA BROOM	2000 010-408-061	PETIT JURORS	JURY	61906	09/14/2000	09/15/2000		10.00
SOUTHWESTERN BELL	2000 010-411-009	TELEPHONE	409A6360055313	AUG JP IV	09/12/2000	09/15/2000		43.38
SOUTHWESTERN BELL	2000 010-442-035	UTILITIES-COURTHO	409283388842224	AUG PAY	09/12/2000	09/15/2000		56.50
SOUTHWESTERN BELL TELE	2000 010-401-009	PROBATION TELEPHO	40928336524515	COMM CRT AUG	09/12/2000	09/15/2000		85.26
SOUTHWESTERN BELL TELE	2000 010-402-009	TELEPHONE	40928336524515	CD CLRK AUG	09/12/2000	09/15/2000		44.65
SOUTHWESTERN BELL TELE	2000 010-405-009	TELEPHONE	40928336524515	VET SERV AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN BELL TELE	2000 010-407-009	TELEPHONE	40928336524515	DIST CLK AUG	09/12/2000	09/15/2000		40.31
SOUTHWESTERN BELL TELE	2000 010-409-009	TELEPHONE	40928336524515	DIST JDG AUG	09/12/2000	09/15/2000		12.80
SOUTHWESTERN BELL TELE	2000 010-411-009	TELEPHONE	40928336524515	J P I AUG	09/12/2000	09/15/2000		24.36
SOUTHWESTERN BELL TELE	2000 010-412-009	TELEPHONE	40928336524515	J P II AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN BELL TELE	2000 010-426-009	TELEPHONE	40928336524515	SHERIFF AUG	09/12/2000	09/15/2000		474.78
SOUTHWESTERN BELL TELE	2000 010-430-009	TELEPHONE - HIGHW	40928336524515	HWY PAT AUG	09/12/2000	09/15/2000		38.63
SOUTHWESTERN BELL TELE	2000 010-430-010	TELEPHONE - PARKS	40928336524515	PKS WLD AUG	09/12/2000	09/15/2000		15.16
SOUTHWESTERN BELL TELE	2000 010-430-011	TELEPHONE - DRIVE	40928336524515	DRV LIC AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN BELL TELE	2000 010-439-009	TELEPHONE	40928336524515	EXT SER AUG	09/12/2000	09/15/2000		47.62
SOUTHWESTERN BELL TELE	2000 010-413-009	TELEPHONE	40928336524515	J P III AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN BELL TELE	2000 010-419-009	TELEPHONE	40928336524515	D/A AUG	09/12/2000	09/15/2000		115.48
SOUTHWESTERN BELL TELE	2000 010-420-009	TELEPHONE	40928336524515	TAX AUG	09/12/2000	09/15/2000		53.58
SOUTHWESTERN BELL TELE	2000 010-421-009	TELEPHONE	40928336524515	CD JDG AUG	09/12/2000	09/15/2000		28.10
SOUTHWESTERN BELL TELE	2000 010-422-009	TELEPHONE	40928336524515	AUDITOR AUG	09/12/2000	09/15/2000		142.73
SOUTHWESTERN BELL TELE	2000 010-414-009	TELEPHONE	40928336524515	J P IV AUG	09/12/2000	09/15/2000		24.36
SOUTHWESTERN BELL TELE	2000 010-423-009	TELEPHONE	40928336524515	TREAS AUG	09/12/2000	09/15/2000		15.98
SOUTHWESTERN BELL TELE	2000 010-440-019	OFFICE EQUIPMENT	40928336524515	DATA AUG	09/12/2000	09/15/2000		48.72

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SOUTHWESTERN BELL TELE	2000 010-441-035		40928336524515	PAY AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN BELL TELE	2000 010-442-012	ELEVATOR REPAIRS	40928336524515	ELEV AUG	09/12/2000	09/15/2000		12.18
SPURGER SERVICE CENTER	2000 010-426-029	GAS, OIL, GREASE		10704	09/13/2000	09/15/2000		23.45
SPURGER SERVICE CENTER	2000 010-426-029	GAS, OIL, GREASE		10686	09/13/2000	09/15/2000		23.45
ST. ELIZABETH HOSPITAL	2000 010-401-099	CONTINGENCY FOR M	00000011-429	MANN, BYERLY	09/12/2000	09/15/2000		94.00
ST. ELIZABETH HOSPITAL	2000 010-401-099	CONTINGENCY FOR M	00000011-429	KELLY MEANS	09/13/2000	09/15/2000		57.00
SULLIVANS HARDWARE	2000 010-442-010	REPAIRS TO COURTH	COURTHOUSE	AUG STMT	09/12/2000	09/15/2000		119.39
SYSCO FOOD SERVICES	2000 010-427-036	PRISONER MEALS	819219	AUG STMT	09/13/2000	09/15/2000		3,220.23
TAMISHEA SHEWMAKE	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	6549	09/14/2000	09/15/2000		507.28
TDCAA NOW TRUST FUND	2000 010-419-009	TELEPHONE	D/A	6512	09/12/2000	09/15/2000		273.00
TELETOUCH COMMUNICATION	2000 010-426-033	RADIO MAINTENANCE	246	301345	09/13/2000	09/15/2000		70.00
TEXAS ASSOCIATION OF COU	2000 010-402-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CO CLRK	09/13/2000	09/15/2000		31.37
TEXAS ASSOCIATION OF COU	2000 010-405-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	VET	09/13/2000	09/15/2000		3.61
TEXAS ASSOCIATION OF COU	2000 010-407-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	DIST CLRK	09/13/2000	09/15/2000		25.90
TEXAS ASSOCIATION OF COU	2000 010-408-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	JURY	09/13/2000	09/15/2000		1.09
TEXAS ASSOCIATION OF COU	2000 010-409-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	88 DIST	09/13/2000	09/15/2000		5.83
TEXAS ASSOCIATION OF COU	2000 010-410-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	1-A DIST	09/13/2000	09/15/2000		3.58
TEXAS ASSOCIATION OF COU	2000 010-411-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	J P I	09/13/2000	09/15/2000		15.67
TEXAS ASSOCIATION OF COU	2000 010-412-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	J P II	09/13/2000	09/15/2000		8.68
TEXAS ASSOCIATION OF COU	2000 010-413-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	J P III	09/13/2000	09/15/2000		4.40
TEXAS ASSOCIATION OF COU	2000 010-414-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	J P IV	09/13/2000	09/15/2000		4.34
TEXAS ASSOCIATION OF COU	2000 010-415-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CO COURT	09/13/2000	09/15/2000		.57
TEXAS ASSOCIATION OF COU	2000 010-419-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	D/A	09/13/2000	09/15/2000		101.35
TEXAS ASSOCIATION OF COU	2000 010-420-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	TAX OFFICE	09/13/2000	09/15/2000		30.98
TEXAS ASSOCIATION OF COU	2000 010-421-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CO JUDGE	09/13/2000	09/15/2000		19.25
TEXAS ASSOCIATION OF COU	2000 010-422-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	AUDITOR	09/13/2000	09/15/2000		15.41
TEXAS ASSOCIATION OF COU	2000 010-423-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	TREASURER	09/13/2000	09/15/2000		15.47
TEXAS ASSOCIATION OF COU	2000 010-424-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CONST I	09/13/2000	09/15/2000		26.02
TEXAS ASSOCIATION OF COU	2000 010-425-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CONST II	09/13/2000	09/15/2000		26.93
TEXAS ASSOCIATION OF COU	2000 010-428-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CONST III	09/13/2000	09/15/2000		23.74
TEXAS ASSOCIATION OF COU	2000 010-429-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	CONST IV	09/13/2000	09/15/2000		26.02
TEXAS ASSOCIATION OF COU	2000 010-430-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	D P S	09/13/2000	09/15/2000		5.59
TEXAS ASSOCIATION OF COU	2000 010-438-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	COMM SERV	09/13/2000	09/15/2000		96.32
TEXAS ASSOCIATION OF COU	2000 010-439-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	EXT SERV	09/13/2000	09/15/2000		5.47
TEXAS ASSOCIATION OF COU	2000 010-442-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	BLDG MAINT	09/13/2000	09/15/2000		89.99
TEXAS ASSOCIATION OF COU	2000 010-426-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	SHERIFF	09/13/2000	09/15/2000		1,532.28
TEXAS ASSOCIATION OF COU	2000 010-427-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	JAIL	09/13/2000	09/15/2000		1,406.00
TEXAS DISTRICT & COUNTY	2000 010-419-040	LIABILITY INSURAN	LAW UPDATE	6383 MEREDIT	09/14/2000	09/15/2000		225.00
TEXAS DISTRICT & COUNTY	2000 010-419-040	LIABILITY INSURAN	LAW UPDATE	6382 SMITH	09/14/2000	09/15/2000		552.50
TRACY SPELLS	2000 010-426-001	SALARIES-SHERIFF	FOREST SERV DISPATC	6540	09/13/2000	09/15/2000		466.62
TRIAD OFFICE SUPPLY	2000 010-419-009	TELEPHONE	TYLCOU	8560	09/12/2000	09/15/2000		55.95
TRIAD OFFICE SUPPLY	2000 010-419-009	TELEPHONE	TYLCOU	8596	09/12/2000	09/15/2000		92.75
TRIAD OFFICE SUPPLY	2000 010-440-007	SUPPLIES	TYLCOU	8320	09/13/2000	09/15/2000		156.00
TRUDY E. JENNINGS	2000 010-408-061	PETIT JURORS	JURY	6190J	09/14/2000	09/15/2000		10.00
TX DEPT OF PK&S & WLDLF	2000 010-363-023	JUSTICE-OF-PEACE	SEE ATTACHED	5363	09/12/2000	09/15/2000		867.38
TYLER CO APPRAISAL DIST	2000 010-401-024	TYLER COUNTY APPR	4TH QTR ALLOCATION	0915	09/12/2000	09/15/2000		33,853.50
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	13735107329	MITCHELL GAR	09/13/2000	09/15/2000		95.00
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	32280107324	JACKIE MCQUE	09/13/2000	09/15/2000		39.30
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	11904107336	THOMAS ARTHU	09/13/2000	09/15/2000		95.00
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	32376105725	LEE FRANK	09/13/2000	09/15/2000		110.00
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	25028105722	WINN MARK	09/13/2000	09/15/2000		82.00
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	26534106622	HARALSON MAX	09/13/2000	09/15/2000		262.77
TYLER CO HOSPITAL	2000 010-427-043	PRISONER MEDICAL	25028104885	MARK WINN	09/13/2000	09/15/2000		106.30
TYLER CO HOSPITAL	2000 010-426-042	EMPLOYEE PHYSICAL	27972107926	GALLAGHER DA	09/13/2000	09/15/2000		34.50
TYLER CO HOSPITAL	2000 010-401-098	MISCELLANEOUS EXP	32606107869	MEANS KELLY	09/13/2000	09/15/2000		34.50

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRF	PO NO	AMOUNT
TYLER CO HOSPITAL	2000 010-401-099	CONTINGENCY FOR M	32478106656	BYERLY	09/12/2000	09/15/2000		34.50
VERIZON WIRELESS	2000 010-411-009	TELEPHONE	03254836116185	1161850800	09/12/2000	09/15/2000		41.76
VERIZON WIRELESS	2000 010-423-009	TELEPHONE	02214724916105	9161050800	09/14/2000	09/15/2000		61.88
VIKING OFFICE PRODUCTS	2000 010-402-007	OFFICE SUPPLIES	2203117	601743	09/12/2000	09/15/2000		104.95
VIKING OFFICE PRODUCTS	2000 010-440-007	SUPPLIES	1036555	694195	09/12/2000	09/15/2000		86.97
VIKING OFFICE PRODUCTS	2000 010-439-007	OFFICE SUPPLIES	1036555	694195A	09/12/2000	09/15/2000		23.92
VIKING OFFICE PRODUCTS	2000 010-402-007	OFFICE SUPPLIES	2203117	575685	09/12/2000	09/15/2000		122.15
VIKING OFFICE PRODUCTS	2000 010-420-007	OFFICE SUPPLIES	2262632	675665	09/12/2000	09/15/2000		15.46
VIKING OFFICE PRODUCTS	2000 010-420-007	OFFICE SUPPLIES	2262632	681799	09/12/2000	09/15/2000		181.26
VIKING OFFICE PRODUCTS	2000 010-420-007	OFFICE SUPPLIES	2262632	719501	09/12/2000	09/15/2000		66.54
VIKING OFFICE PRODUCTS	2000 010-426-007	OFFICE SUPPLIES	929434	672491	09/13/2000	09/15/2000		109.24
VIKING OFFICE PRODUCTS	2000 010-426-007	OFFICE SUPPLIES	929434	699479	09/13/2000	09/15/2000		69.99
VIKING OFFICE PRODUCTS	2000 010-422-007	OFFICE SUPPLIES	1012016	671557	09/13/2000	09/15/2000		16.99
WAL-MART STORE #01-0288	2000 010-402-007	OFFICE SUPPLIES	64	CO CLRK AUG	09/12/2000	09/15/2000		15.36
WAL-MART STORE #01-0288	2000 010-439-007	OFFICE SUPPLIES	98	EXT SER AUG	09/12/2000	09/15/2000		23.83
WAL-MART STORE #01-0288	2000 010-438-007	SUPPLIES AND OPER	101	COMM SERV AU	09/12/2000	09/15/2000		209.51
WAL-MART STORE #01-0288	2000 010-419-007	OFFICE SUPPLIES	53	D/A AUG	09/12/2000	09/15/2000		117.48
WAL-MART STORE #01-0288	2000 010-426-007	OFFICE SUPPLIES	78	SHERIFF AUG	09/12/2000	09/15/2000		11.31
WAL-MART STORE #01-0288	2000 010-426-028	REPAIRS TO VEHICL	78	SHERIFF AUG	09/12/2000	09/15/2000		55.76
WAL-MART STORE #01-0288	2000 010-426-037	CAMERAS, FILM	78	SHERIFF AUG	09/12/2000	09/15/2000		35.53
WAL-MART STORE #01-0288	2000 010-427-010	JAIL SUPPLIES	78	SHERIFF AUG	09/12/2000	09/15/2000		4.30
WAL-MART STORE #01-0288	2000 010-426-008	DEPUTIES SUPPLIES	78	SHERIFF AUG	09/12/2000	09/15/2000		47.02
WEST GROUF	2000 010-410-007	OFFICE SUPPLIES	547445050	AUG STMT	09/12/2000	09/15/2000		65.25
WEST GROUF	2000 010-409-007	OFFICE SUPPLIES	547445050	AUG STMT A	09/12/2000	09/15/2000		65.25
WEST GROUF	2000 010-419-009	TELEPHONE	941250582	48868158	09/12/2000	09/15/2000		53.50
WEST MAGNOLIA DRIVE-IN	2000 010-436-049	AID TO INDIGENTS	INDG ASSIST	JOHNNIE LEWI	09/12/2000	09/15/2000		18.56
WEST MAGNOLIA DRIVE-IN	2000 010-436-049	AID TO INDIGENTS	INDG ASSIST	J LEWIS 48	09/12/2000	09/15/2000		20.00
WEST MAGNOLIA DRIVE-IN	2000 010-436-049	AID TO INDIGENTS	INDG ASSIST	J LEWIS 2401	09/12/2000	09/15/2000		20.00
WEST MAGNOLIA DRIVE-IN	2000 010-436-049	AID TO INDIGENTS	INDG ASSIST	J LEWIS 2401	09/12/2000	09/15/2000		20.00
WEST MAGNOLIA DRIVE-IN	2000 010-436-049	AID TO INDIGENTS	INDG ASSIST	T GILDER 240	09/12/2000	09/15/2000		17.44
WILLIAM DAVID BRIDGES	2000 010-408-061	PETIT JURORS	JURY	6190H	09/14/2000	09/15/2000		10.00
WILLIAM SYLESTINE	2000 010-426-045	U S MARSHALL TRAN	FED TRANSPORT	7205	09/14/2000	09/15/2000		179.04
WOODVILLE FORD, INC.	2000 010-426-028	REPAIRS TO VEHICL	538	9479.9861	09/13/2000	09/15/2000		593.63
WORTH HYDROCHEM	2000 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER	4680	09/13/2000	09/15/2000		75.00
XEROX CORPORATION	2000 010-440-015	SERVICE CONTRACTS	66811389	077144550	09/12/2000	09/15/2000		105.00
XEROX CORPORATION	2000 010-440-015	SERVICE CONTRACTS	972964456	077099537	09/13/2000	09/15/2000		99.00
ZELESKEY & ASSOCIATES	2000 010-401-093	CONTINGENCY FOR L	083100	129530	09/12/2000	09/15/2000		753.41

97,405.22

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRF	PO NO	AMOUNT
A T & T	2000 021-451-035	UTILITIES	0207583366001	PCT I AUG	09/13/2000	09/15/2000		10.26
BRYAN & BRYAN	2000 021-451-032	ROAD MATERIAL	TYLER 1	0007688-IN	09/12/2000	09/15/2000		4,707.00
BRYAN & BRYAN	2000 021-451-032	ROAD MATERIAL	TYLER 1	0007699-IN	09/12/2000	09/15/2000		14,121.00
CONFAG MYSTYLE ACCENT	2000 021-451-040	MISCELLANEOUS SUP CD'S		09152000	09/12/2000	09/15/2000		8.61
CONFAG SOFTWARE CHOICE	2000 021-451-040	MISCELLANEOUS SUP CD'S		815	09/12/2000	09/15/2000		8.61
DURHAM AUTO ELECTRIC	2000 021-451-028	MACHINERY MAINTEN PCT I		10391	09/13/2000	09/15/2000		588.32
DURHAM AUTO ELECTRIC	2000 021-451-028	MACHINERY MAINTEN PCT I		10395	09/13/2000	09/15/2000		38.21
DURHAM AUTO ELECTRIC	2000 021-451-032	ROAD MATERIAL	PCT I	10374AUG	09/12/2000	09/15/2000		49.00
DURHAM AUTO ELECTRIC	2000 021-451-032	ROAD MATERIAL	PCT I	174	09/12/2000	09/15/2000		374.77
DWIGHT FAIRCLOTH	2000 021-451-028	MACHINERY MAINTEN PCT I		31772	09/12/2000	09/15/2000		90.12
EAST TEXAS MACHINE	2000 021-451-028	MACHINERY MAINTEN PCT I		0718	09/12/2000	09/15/2000		167.35
ENGLISH TRUCK & TRAILER	2000 021-451-029	GAS, OIL, GREASE	1143	PCT I AUG	09/12/2000	09/15/2000		2,161.34
GARDNER OIL, INC.	2000 021-451-028	MACHINERY MAINTEN PCT I		1391050	09/12/2000	09/15/2000		14.75
ISI COMMERCIAL REFRIG	2000 021-451-028	MACHINERY MAINTEN PCT I		2549	09/12/2000	09/15/2000		101.60
JERRYS SAW SHOP	2000 021-451-028	MACHINERY MAINTEN PCT I		SPLIT PCT I	09/12/2000	09/15/2000		68.00
JO-BE AUTO PARTS	2000 021-451-030	TIRES, TUBES	PCT I	AUG PCT I	09/12/2000	09/15/2000		19.34
MODICA BROS.	2000 021-451-040	MISCELLANEOUS SUP	02880794	9531894	09/12/2000	09/15/2000		4.01
QUILL CORPORATION	2000 021-451-028	MACHINERY MAINTEN PCT I		30759C	09/12/2000	09/15/2000		254.80
ROSE PAINT CENTER	2000 021-451-040	MISCELLANEOUS SUP	40928336524515	PCT I AUG	09/12/2000	09/15/2000		15.22
ROYAL CHEMICAL INC	2000 021-451-028	MACHINERY MAINTEN PCT I		13349.12999	09/12/2000	09/15/2000		6.88
SOUTHWESTERN BELL TELE	2000 021-451-035	UTILITIES		PCT I	09/13/2000	09/15/2000		1,017.98
SULLIVANS HARDWARE	2000 021-451-028	MACHINERY MAINTEN PCT I		PCT I	09/12/2000	09/15/2000		13.95
TEXAS ASSOCIATION OF COU	2000 021-448-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	PCT I	09/12/2000	09/15/2000		
WAL-MART STORE #01-0288	2000 021-451-040	MISCELLANEOUS SUP	92	PCT I	09/12/2000	09/15/2000		

27,150.54

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A T & T	2000 023-451-035	UTILITIES	0207583366001	PCT III AUG	09/13/2000	09/15/2000		15.26
ALLISON SUTTON MOTOR CO	2000 023-451-028	MACHINERY MAINTEN	PCT III	AUG STMT III	09/12/2000	09/15/2000		38.01
COMMERCIAL BILLING SVC	2000 023-451-028	MACHINERY MAINTEN	88120677	J89158	09/12/2000	09/15/2000		63.28
EASTEX PRESSURE WASHERS	2000 023-451-040	MISCELLANEOUS SUP	PCT III	3934	09/12/2000	09/15/2000		53.60
GARDNER OIL, INC.	2000 023-451-029	GAS, OIL, GREASE	T145	PCT III AUG	09/12/2000	09/15/2000		2,782.84
HENSARLING'S TIRE CENTE	2000 023-451-030	TIRES, TUBES	PCT III	AUG STMT PCT	09/12/2000	09/15/2000		844.73
JERRYS SAW SHOP	2000 023-451-028	MACHINERY MAINTEN	PCT III	2565	09/12/2000	09/15/2000		71.00
JO-BE AUTO PARTS	2000 023-451-028	MACHINERY MAINTEN	7052	AUG PCT III	09/12/2000	09/15/2000		400.72
JOE MARSHALL	2000 023-451-040	MISCELLANEOUS SUP	REIMB FOR EMERGENCY	7153	09/14/2000	09/15/2000		32.97
KEN HORTON AUTOMOTIVE I	2000 023-451-028	MACHINERY MAINTEN	PCT III	810162A	09/12/2000	09/15/2000		50.00
MARTINS TRU-VALUE HDWE.	2000 023-451-028	MACHINERY MAINTEN	PCT III	9855	09/12/2000	09/15/2000		43.26
MATTIE SEXTON	2000 023-451-040	MISCELLANEOUS SUP	PCT III	AUG	09/12/2000	09/15/2000		70.00
MUSTANG TRACTOR	2000 023-451-028	MACHINERY MAINTEN	0792920	AUG STMT PCT	09/12/2000	09/15/2000		487.10
ROGERS OFFICE SUPPLY	2000 023-451-040	MISCELLANEOUS SUP	PCT III	181	09/12/2000	09/15/2000		6.93
ROSE PAINT CENTER	2000 023-451-040	MISCELLANEOUS SUP	PCT III	90759B	09/12/2000	09/15/2000		4.01
SHEPHERD'S UNIFORM & LI	2000 023-451-044	UNIFORMS	048167	AUG PCT III	09/12/2000	09/15/2000		129.85
SOUTHWESTERN BELL TELE	2000 023-451-035	UTILITIES	40928336524515	PCTIII AUG	09/12/2000	09/15/2000		39.58
SPURLOCK TRUCKING INC	2000 023-451-028	MACHINERY MAINTEN	PCT III	001586	09/12/2000	09/15/2000		300.00
SULLIVANS HARDWARE	2000 023-451-028	MACHINERY MAINTEN	PCT III	11067.1309B	09/12/2000	09/15/2000		26.84
TELETOUCH COMMUNICATION	2000 023-451-028	MACHINERY MAINTEN	PCT III	301346	09/12/2000	09/15/2000		85.00
TEXAS ASSOCIATION OF COU	2000 023-448-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	PCI III	09/13/2000	09/15/2000		1,203.64
THOMAS SUPPLY, INC.	2000 023-451-031	CULVERTS	000476	161664902	09/12/2000	09/15/2000		386.17
TIMBERMANS SUPPLY	2000 023-451-028	MACHINERY MAINTEN	PCT III	AUG PCT III	09/12/2000	09/15/2000		111.77
TRUCK & EQUIPMENT REPAI	2000 023-451-028	MACHINERY MAINTEN	PCT III	5320	09/12/2000	09/15/2000		85.00
TYLER CO PCT I	2000 023-451-040	MISCELLANEOUS SUP	COPIER	7152	09/12/2000	09/15/2000		109.99
TYLER CO PCT IV	2000 023-448-001	SALARIES	SUP SAL	6500	09/12/2000	09/15/2000		919.27
WELSH ROCK INC	2000 023-451-032	ROAD MATERIAL	11589 PCT III	40956	09/12/2000	09/15/2000		92.64

8,453.46

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TU-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRF	PO NO	AMOUNT
A T & T	2000 024-451-035	UTILITIES	0207583366001	PCT IV AUG	09/13/2000	09/15/2000		3.80
BRYAN & BRYAN	2000 024-451-032	ROAD MATERIAL	TYLER 4	0007542-IN	09/12/2000	09/15/2000		3,922.50
FOURTH STREET AUTO PART	2000 024-451-028	MACHINERY MAINTEN	35625	22482	09/12/2000	09/15/2000		240.00
GARDNER OIL, INC.	2000 024-451-029	GAS, OIL, GREASE	1146	PCT IV AUG	09/12/2000	09/15/2000		2,138.58
GEORGE F. BANE, INC.	2000 024-451-028	MACHINERY MAINTEN	91531	30316,30512,	09/12/2000	09/15/2000		262.18
HENSARLING'S TIRE CENTE	2000 024-451-030	TIRES, TUBES	PCT IV	AUG STMT PCT	09/12/2000	09/15/2000		67.45
JASPER TIRE & DISTRIBUT	2000 024-451-030	TIRES, TUBES	PCT IV	AUG STMT PCT	09/12/2000	09/15/2000		590.05
MODICA BROS.	2000 024-451-028	MACHINERY MAINTEN	PCT IV	AUG PCT IV	09/12/2000	09/15/2000		584.55
MOTT SUPPLY	2000 024-451-028	MACHINERY MAINTEN	PCT IV	1145907	09/12/2000	09/15/2000		13.90
MOTT WHOLESALE, INC.	2000 024-451-028	MACHINERY MAINTEN	PCT IV	AUG STMT PCT	09/12/2000	09/15/2000		420.24
OIL CITY TRACTORS INC.	2000 024-451-028	MACHINERY MAINTEN	PCT IV	AUG STMT PCT	09/12/2000	09/15/2000		20.73
POWERPLAN	2000 024-451-028	MACHINERY MAINTEN	8700113241	255307	09/12/2000	09/15/2000		50.99
ROSE PAINT CENTER	2000 024-451-040	MISCELLANEOUS SUP	PCT IV	30759	09/12/2000	09/15/2000		4.01
SHEPHERD'S UNIFORM & LI	2000 024-451-044	UNIFORMS	049169	AUG PCT IV	09/12/2000	09/15/2000		150.85
SOUTHWESTERN BELL	2000 024-451-035	UTILITIES	40946360055313	AUG PCT IV	09/12/2000	09/15/2000		35.69
SOUTHWESTERN BELL TELE	2000 024-451-035	UTILITIES	40928336524515	PCT IV AUG	09/12/2000	09/15/2000		27.40
SPURGER SERVICE CENTER	2000 024-451-030	TIRES, TUBES	PCT IV	10717	09/12/2000	09/15/2000		8.00
TEXAS ASSOCIATION OF COU	2000 024-448-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTID	PCT IV	09/13/2000	09/15/2000		1,203.64
TYLER CD PCT I	2000 024-451-040	MISCELLANEOUS SUP	271	7151	09/12/2000	09/15/2000		109.99
WAL-MART STORE #01-0288	2000 024-451-040	MISCELLANEOUS SUP	271	PCT IV AUG	09/12/2000	09/15/2000		24.35

9,878.90

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRP	PO NO	AMOUNT
A T & T	2000 025-448-035	UTILITIES	0207584748001	AIRPORT AUG	09/13/2000	09/15/2000		5.52
CITY OF WOODVILLE	2000 025-448-035	UTILITIES	02030001	RODEO ARENA	09/12/2000	09/15/2000		85.03
SULLIVANS HARDWARE	2000 025-448-028	REPAIRS & MAINTEN	RODEO	13118	09/12/2000	09/15/2000		35.16
								125.73

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
WODVILLE EAGLE BOSTER C 2000	033-492-005	MISC. EXPENSES	SHERIFF	1/2 PAGE AD	09/13/2000	09/15/2000		70.00
								70.00

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBF	PO NO	AMOUNT
A & M MOTOR COMPANY	2000 037-451-028	MACHINERY MAINTEN	TYLEDD	56519	09/12/2000	09/15/2000		12.50
A T & T	2000 037-451-035	UTILITIES	0207583366001	COLL CTR AUG	09/13/2000	09/15/2000		.71
ANGELINA COUNTY WASTE	2000 037-451-043	CONTAINER HAULS	631	AUG STMT	09/12/2000	09/15/2000		3,310.00
D & D PLUMBING	2000 037-451-028	MACHINERY MAINTEN	COLL CNTR	1467	09/12/2000	09/15/2000		64.05
GARDNER OIL, INC.	2000 037-451-029	GAS, OIL, GREASE	T148	COLL CNTR AU	09/12/2000	09/15/2000		256.44
HENSARLING'S TIRE CENTE	2000 037-451-028	MACHINERY MAINTEN	COLL CNTR	AUG STMT COL	09/12/2000	09/15/2000		10.95
MODICA BROS.	2000 037-451-028	MACHINERY MAINTEN	COLL CNTR	136812	09/12/2000	09/15/2000		18.00
SOUTHWESTERN BELL TELE	2000 037-451-035	UTILITIES	40928336524515	COLL CNT AUG	09/12/2000	09/15/2000		12.18
SOUTHWESTERN SALES CO	2000 037-451-040	MISCELLANEOUS SUP	26TY50	0097062	09/12/2000	09/15/2000		185.77
SULLIVANS HARDWARE	2000 037-451-028	MACHINERY MAINTEN	COLL CNTR	12532.12606	09/12/2000	09/15/2000		23.98
TEXAS ASSOCIATION OF COU	2000 037-448-005	WORKER'S COMPENSA	4TH QTR CONTRIBUTIO	COLL CNTR	09/13/2000	09/15/2000		267.59
TYLER CO HOSPITAL	2000 037-451-040	MISCELLANEOUS SUP	16548104421	BEATY DON	09/13/2000	09/15/2000		30.00
TYLER CO TRACTOR	2000 037-451-028	MACHINERY MAINTEN	1685	81050	09/12/2000	09/15/2000		10.70
VIKING OFFICE PRODUCTS	2000 037-451-040	MISCELLANEOUS SUP	3492237	686605	09/12/2000	09/15/2000		4.31
VIKING OFFICE PRODUCTS	2000 037-451-040	MISCELLANEOUS SUP	3492237	678900	09/12/2000	09/15/2000		25.64
WAL-MART STORE #01-0288	2000 037-451-040	MISCELLANEOUS SUP	273	COLL AUG	09/12/2000	09/15/2000		32.89

4,265.71

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TRF	PO NO	AMOUNT
A T & T	2001 053-451-009	UTILITIES	0207583366001	ADULT PROB A	09/13/2000	09/15/2000		81.95
SOUTHWESTERN BELL TELE	2001 053-451-009	UTILITIES	409283336524515	ADULT PROB A	09/12/2000	09/15/2000		2.83
								84.78

ALL RECORDS FROM 09/15/2000 TO 09/15/2000 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VF DATE	DATE TBF	PO NO	AMOUNT
A T & T	2001 054-437-009	ISP TELEPHONE	0207583366001	JUV PROB AUG	09/13/2000	09/15/2000		41.30
BRENDA DAVISON	2001 054-451-046	RESTITUTION	RESTITUTION	7058	09/13/2000	09/15/2000		227.80
EMILY BELL	2001 054-437-007	ISP-OFFICE SUPPLI	CONTRACT LABOR	7064	09/14/2000	09/15/2000		56.00
JUSTIN PURSLEY	2001 054-451-046	RESTITUTION	OVERPAYMENT	7061	09/12/2000	09/15/2000		17.58
KEVIN LOVELL	2001 054-451-046	RESTITUTION	RESTITUTION	7056	09/13/2000	09/15/2000		100.00
NOLAN CONNER	2001 054-451-046	RESTITUTION	RESTITUTION	7060	09/13/2000	09/15/2000		70.59
ROGERS OFFICE SUPPLY	2001 054-451-007	OFFICE SUPPLIES	JUV PROB	118	09/12/2000	09/15/2000		80.34
RUDY WELCH	2001 054-451-046	RESTITUTION	RESTITUTION	7059	09/13/2000	09/15/2000		325.20
SOUTHWESTERN BELL TELE	2001 054-437-009	ISP TELEPHONE	40928336524515	JUV PROB AUG	09/12/2000	09/15/2000		1.57
SURETY BANK	2001 054-451-046	RESTITUTION	RESTITUTION	7057	09/13/2000	09/15/2000		208.83
TEXAS ASSOCIATION OF COU	2001 054-437-005	ISP WORKER'S COMP	4TH QTR CONTRIBUTIO	JUV PROB	09/13/2000	09/15/2000		11.27
TEXAS ASSOCIATION OF COU	2001 054-451-005	WORKERS COMPENSAT	4TH QTR CONTRIBUTIO	JHVE PROB	09/13/2000	09/15/2000		20.92
VERIZON WIRELESS	2001 054-437-009	ISP TELEPHONE	03255056116185	1161850800A	09/12/2000	09/15/2000		131.31
VERIZON WIRELESS	2001 054-437-009	ISP TELEPHONE	04883203116185	1161850900	09/14/2000	09/15/2000		63.13
								1,355.84
			TOTAL VOUCHERS					158,545.14

September 18, 2000

*Kim Carroll, PE
Norman Blackman, PE, RPLS*

*Allen Sims, PE
Reed Meriwether, PE
Toby J. Davis, PE*

*Steve Boucher, RPLS
Steven Butz, RPLS*

The Honorable Jerome P. Owens, Jr.
Tyler County Judge
Room 102 Courthouse
Bluff Street
Woodville, Texas 77979

Re: 1999 TCDP Disaster Relief Project
Project B: Supply Road Building Materials

Dear Judge Owens:

On Friday, September 15, bids were received and opened from Double R Rock, Inc. and Welsh Rock, Inc. both of St. Augustine, Texas, for the above referenced project.

We have reviewed the two (2) bids and found them to be in order, unfortunately, the bids were exactly the same amount per ton at \$14.00, leaving no lowest or best bid to choose from, therefore the County Commissioners Court shall decide, either to:

(a) reject all bids and publish a new notice, or;

(b) if two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the judge.

These procedures are described in the Purchasing and Contracting guidelines, section 262.027(b). A copy of this page is attached for reference.

Please notify Mr. Waxman and I of the date for the next Commissioners Court meeting that this matter will be considered. We understand that a special session may need to be called.

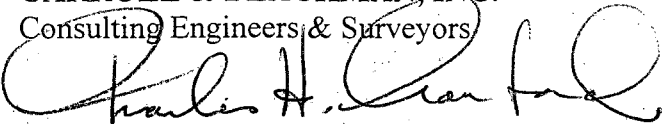
We are anxious to get this portion of the project started. If you have any questions, please feel free to call.

Sincerely,

1360 7th Street
Beaumont, Texas 77702

Phone: 409-833-3363
FAX: 409-833-0317
E-mail: cbieng@aol.com

CARROLL & BLACKMAN, INC.
Consulting Engineers & Surveyors


Charles H. Crauford
Project Manager

COUNTY OF TYLER
FY 99/2000 DISASTER RELIEF PROJECT
CONTRACT NO. 719037
ACCOUNT NO: 085-498
CONTRACT PERIOD: 12/3/99-12/2/2001

TCDBG	\$336,584.00
LOCAL	<u>0.00</u>
	\$336,584.00

REPORT DATE: 7/11/2000

INCLUDES DRAWDOWN NO. 05

<u>PROJECT ACTIVITY</u>	<u>APPROVED BUDGET</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>OBLIGATED UNEXPENDED</u>	<u>ACTUAL BALANCE</u>	<u>ADJUSTED BALANCE</u>
4. Road Improvements TCDP (\$20,000 - 99)	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$160,000.00	\$160,000.00
5. Drainage Facilities TCDP	\$110,000.00	\$0.00	\$110,000.00	\$115,622.40	(\$5,622.40)	(\$5,622.40)
24. Acquisition TDHCA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30. Engineering TCDP ('99)	\$36,584.00	\$23,380.00	\$13,204.00	\$13,204.00	\$0.00	\$0.00
32. Administration TCDP ('99)	\$30,000.00	\$9,000.00	\$21,000.00	\$21,000.00	\$0.00	\$0.00
	<hr/>					
	\$336,584.00	\$32,380.00	\$304,204.00	\$149,826.40	\$154,377.60	\$154,377.60

CONTRACTS:

Administration: David J. Waxman, Inc.	\$30,000.00
Engineering: Carroll & Blackman, Inc.	\$36,584.00
Construction: Placo	\$115,622.40

Judge

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



P.O. BOX 3188
LONGVIEW, TEXAS 75606

PAYABLE THRU
FIRSTSTAR BANK OF MINNESOTA, N.A.
ST. PAUL, MN

4771692259

75-1522/910

DATE 9-15-00

REMITTER J M Welsh

\$ 7,700.00

PAY Tyler County

TO THE ORDER OF

7700000000

VICE-PRESIDENT ASSISTANT CASHIER

CASHIER'S CHECK

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

Margaret Chambers
Debra Brown

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEE

⑆09⑆0⑆5224⑆00477 ⑆6922592⑆

Received from County Clerk's office on the ^{28th} day of September, 2000, the original Cashier's Check #4771692259 in the amount of \$7,700.00.

Jimmy W. Welsh
Jimmy W. Welsh

Double R. Rock

4

SPECIFICATIONS AND CONTRACT DOCUMENTS

for

TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
TCDP PROJECT No. 719037

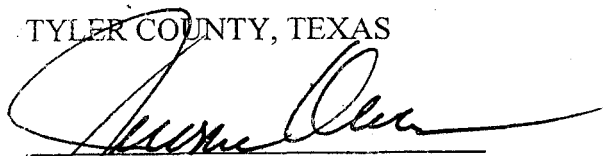
Prepared by:

CARROLL & BLACKMAN, INC.
Consulting Engineers
1360 Seventh Street
Beaumont, Texas 77702

August 2000

APPROVED:

TYLER COUNTY, TEXAS



Hon. Jerome P. Owens
County Judge

APPROVED:

CARROLL & BLACKMAN, INC.



Toby J. Davis, P.E., Project Manager
P. E. No. 81919

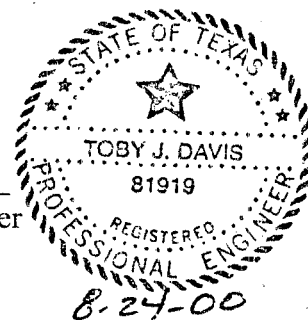


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Bid Bond

Contract

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Special Conditions

Technical Specifications

Item 247 - Flexible Base Material

Advertisement and Invitation for Bids

Tyler County, Texas will receive bids for the 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No.719037 until 2:00 p.m. on 9/15/00 at the Tyler County Courthouse, Bluff Street Rm. 102, Woodville, Texas 75979. The bids will be publicly opened and read aloud that time.

Bids are invited for supplying Road Building Materials as described in the specifications.

Bid/Contract Documents, including Drawings and Technical Specifications are on file at the offices of Carroll & Blackman, Inc., Consulting Engineers, 1360 7th Street, Beaumont, Texas 77702, (409) 833-3363. Copies of the Bid/Contract Documents may be obtained for a non-refundable price of \$25.00.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to Tyler County, Texas or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Tyler County, Texas reserves the right to reject any or all bids or to waive any informalities in the bidding and to award the project based on the best bid which best represents the interests of Tyler County. Bids are to be a unit price basis for all labor and materials to complete the project.

Bids may be held by Tyler County, Texas for a period not to exceed 90 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

TYLER COUNTY, TEXAS
BY: Hon. Jerome P. Owens
County Judge

INSTRUCTION TO BIDDERS

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Copies of these documents may be made for submission of a bid or copies may be obtained from the Engineer.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the locality or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than three (3) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications or the bid proposal.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The city/county may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the best bid which best represents the interests of Tyler County and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

7. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished at the end of this section for that purpose a statement of the bidder's qualifications. The locality shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the locality all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the locality that the bidder is qualified to carry out properly the terms of the contract. The Contractor must have at least three (3) years of experience in the various types of work included in this project and have completed at least five (5) projects of a similar nature.

If any work is done by a sub-contractor, the sub-contractor must complete the Statement of Bidder's Qualifications and demonstrate the required experience in the type of work he is performing. The Prime Contractor must also be able to demonstrate the required experience for any types of work sub-contracted, regardless of the experience of the sub-contractor.

8. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit

price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities. It is understood that this is a unit price contract and quantities are estimated and not guaranteed. Final contract price will be determined by multiplying the final measured quantities by the respective unit price bids and taking the sum of all items.

9. Correction:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

10. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the locality that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

11. Opening of Bids

The locality shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

12. Withdrawal of Bids

Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

13. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the best bid which best represents the interests of Tyler County. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The locality reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract. Any contractor who does not satisfactorily complete the Statement of Bidder's

Qualifications and does not demonstrate the minimum amount of experience as required herein shall be considered unqualified to do the work described in this contract. Their bid will not be considered.

14. Execution of Agreement/Performance and Payment Bonds (NON-APPLICABLE)

- a. Performance and Payment Bonds, requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the locality may grant shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.
- c. The Surety companies executing the above referenced bonds must appear on the Department of the Treasury's Circular as to companies holding certificates of authority as acceptable sureties on federal Bonds and as acceptable reinsurance companies (Department Circular 570, 1996 Revision or such subsequent revision as most currently dated prior to the date of the Bond). Sureties companies must also be authorized to transact business in the State of Texas. The date of the Bond must not be prior to the date of the Contract. If a contractor is a partnership, all partners shall execute the Bond. If the Contractor is a corporation, then a corporate resolution must be presented and the Bond executed by the duly authorized corporate representative. All Bonds should have affixed to them a separate fully executed and completed Power of Attorney by the surety.

15. Wages and Salaries (NON-APPLICABLE)

Attention is particularly called to the requirement of paying not less than the prevailing wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

16. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

17. Restrictions on Lobbying (NON-APPLICABLE)

No Federal or non-federal funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, grant, loan or cooperative agreement. The Contractor agrees to provide a "Certification Regarding Lobbying" and if applicable, a "Disclosure of Lobbying Activities" form regarding the use of any non federal funds or lobbying. The Contractor further agrees that he shall require each subcontractor he employs in the course of this work be subject to the Certificate and Disclosure provision of this part.

18. Complete Bid Package

The following documents shall be required for a complete bid:

- a. Completed Bid Forms
- b. Bid Bond
- c. Completed Qualification Statement and other information requested in Item 7 of the Instructions to Bidders.

19. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid Opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

20. Discrepancies in the Bid Proposal

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

21. Prebid Conference

A prebid conference will not be held for Project B: Supply Road Building Materials.

22. Minority Participation

It should be noted that this project has a minority and women's business participation goal. Requirements are called out in the General Contract Conditions.

23. Funding

Funding for this project is primarily through the Texas Community Development Program as administered by the Texas Department of Housing and Community Affairs (TDHCA). The remaining funding is through City funds. The successful bidder should be prepared to submit all required documentation, as contained in this contract and required by the TDHCA, at the beginning

employee interviews. All requirements will be carefully explained at the pre-construction conference. The Contractor's financial personnel who will handle payroll and other important paperwork should be present at this meeting for first hand instruction.

24. Sales and Use Taxes

The OWNER qualifies as an exempt agency, and is not subject to State, County, or City sales taxes only to the extent allowable by law. CONTRACTOR is advised to contact the State Comptroller's Office or other knowledgeable source in order to apprise himself of the possible impact of the current law. Only equipment and materials incorporated into the permanent project are tax exempt.

25. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by six (6) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter CONTRACTOR shall sign and deliver the six (6) counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) days thereafter OWNER shall deliver two (2) fully signed counterparts to CONTRACTOR. The Contractor shall be supplied with three (3) copies of the Plans and Specifications. Additional copies will be supplied at cost.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Double R Rock, Inc. Date Organized: 09-03-95
Address: Rt 2 Box 14 San Augustine, TX 75972 Date Incorporated: -

Number of years in contracting business under present name over 5 years

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
<u>N/A</u>	<u>-</u>	<u>-</u>

Type of work performed by your company: Rock delivery
Number of years experience in this type of construction: 5 yrs
Have you ever failed to complete any work awarded to you? No
Have you ever defaulted on a contract? No

List at least five (5) projects of a similar nature completed by your firm in the past five (5) years (attach additional pages if necessary):

Contract	Amount \$	Mo/Yr Completed
<u>Boise Cascade</u>	<u>190,000.00</u>	<u>09-01-00</u>
<u>Windham + Sons</u>	<u>46,000.00</u>	<u>06-01-00</u>
<u>U.P.R.C.</u>	<u>78,100.00</u>	<u>07-15-00</u>
<u>D.L.C.</u>	<u>35,000.00</u>	<u>04-01-00</u>
<u>Duke Energy</u>	<u>5,000.00</u>	<u>05-30-00</u>

Major equipment available for this contract: Trucks, Loading equipment, Stacker

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$250,000 Bank reference: Pineland State Bank

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 13th day of September, 2000.

By: (signature) Lora L. Witcher Title: Clerk
(Print name) Lora L. Witcher

**TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
TCDP PROJECT No. 719037**

SCOPE OF WORK

GENERAL

This contract shall provide for supplying approximately 11,000 tons of road building material, namely Flexible Base Material, Type A, Grade 2, or an approved equal, to the Tyler County, Precinct II county barn on State Highway 287 near Woodville, Texas (approximately 5,500 tons) and the Tyler County, Precinct III county barn in Colmesneil, Texas (approximately 5,500 tons).

This contract shall include all necessary superintendence, labor, loading, hauling, and incidental items necessary for the execution of the proposed work as shown and documented in the specifications. Sufficient test information and other supporting data shall be submitted by the successful bidder, as part of the contract, to verify that the material to be supplied in this contract will meet the requirements for flexible base as described in the technical specifications.

The Contractor is responsible for the restoration of all damaged surfaces, including pavement. All surfaces shall be returned to original condition or better.

BID FOR UNIT PRICE CONTRACTS

Place Tyler County, Courthouse
100 Bluff St. Rm. 102, Woodville, Texas 75979

Date _____
Project No. TDHCA/TCDP Grant Project # 719037

Proposal of Double R Rock, Inc (hereinafter called Bidder), a corporation organized under the laws of the State of Texas /~~a partnership/an individual~~ doing business as Corporation Double R Rock (strike out inapplicable references).

To Tyler County, Texas (hereinafter called Owner).

Commissioners:

The Bidder, in compliance with your invitation for bids for the construction of 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No. 719037 having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS and the SUPPLEMENTAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____

Bidder agrees to perform all the 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No. 719037 work described in the specifications for the following unit prices:

*11,000 x 700 = 7,700
by 702*

Item	Qty	Unit	Description	Unit Price	Total Price
1	11,000	TONS	FLEXIBLE BASE MATERIAL (TY A)(GR 2) Including all shipping, storage, hauling, delivery to the location designated in the scope of work, including any permits, verification information and other appurtenances required to perform the work as described for <u>One hundred fifty four</u> <u>Thousand</u> Dollars & <u>zero</u> Cents.	<u>\$ 14.00/ton</u>	<u>\$ 154,000.00</u>

TOTAL BID: One hundred fifty four thousand Dollars and zero Cents
(\$ 154,000.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the contract documents and the specifications.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and delivery a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of Seven Thousand Seven Hundred dollars — (\$ 7,700.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By: Phil Davis / Lora Wick

(Seal - If a bid is by a corporation)

Office Supervisor / Clerk
Title

Rt 2 Box 14, S.A. TX 75972
Address and Phone No.

936-275-3160

936-635-2092

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, N/A as

PRINCIPAL, AND N/A, as SURETY are held and firmly bound unto

Tyler County hereinafter called the "Local Public Agency", in the penal sum of

SEVEN THOUSAND SEVEN HUND Dollars, (\$ 7700.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated Sept. 15th, 2000 for The delivery of

SEVEN THOUSAND TONS OF CRUSHED GLAUCONITE

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety and sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 15th day of SEPT., 2000, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

_____ N/A _____ (SEAL)

_____ N/A _____ (SEAL)

Attest: _____ By: _____

_____ N/A _____

By: _____ Affix
Corporate
Seal

_____ N/A _____

Attest: _____

By: _____ Affix
Corporate
Seal

Countersigned

by _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the
Corporation named as Principal in the within bond; that N/A

who signed the said bond on behalf of the Principal was then N/A
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this
governing body.

(Corporate
Seal)

Title _____

- Power-of-attorney for person signing for surety company must be attached to bond.

CONTRACT
for
TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
T.C.D.P. Contract No. 719037

THIS AGREEMENT MADE THIS 15 day of SEPT, 2000, by and between Double R Rock hereinafter called the "Contractor", and Tyler County, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Project; namely, supply to Tyler County, Precinct II and Precinct III Flexible Base Material, Type A, Grade 2, or an approved equal, including all shipping, storage, hauling, delivery to the locations designated in the scope of work, and including any permits and other appurtenances required to perform the work, all in strict accordance with the Contract Documents including all Addenda, all items contained in the Bid Proposal, all as prepared by Carroll & Blackman, Inc. acting and in these Contract documents Preparation, referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of —
ONE HUNDRED FIFTY FOUR THOUSAND 154,000.00

ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a) This Agreement . | e) Signed Copy of Bid |
| b) Addenda | f) General Conditions |
| c) Invitation for Bids | g) Special Conditions |
| d) Instructions to Bidders | h) Technical Specifications |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in 5 original copies on the day and year first above written.

By: Phil Davis

By: _____

Hon. Jerome P. Owens
County Judge
100 Bluff St. Courthouse Rm. 102
Woodville, Texas 75979

CERTIFICATIONS

I, Phil DAVIS, certify that I am the OFFICE SUPER of the corporation named as Contractor herein; that Phil DAVIS who signed this Agreement on behalf of the Contractor, was then IN charge of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

GENERAL CONDITIONS

Materials and Workmanship

- A. Unless otherwise specifically provided in the Technical Specifications, all materials and articles utilized in the project shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The successful bidder shall furnish to the Engineer for approval the manufacturer's detailed specifications for all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- C. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical Specifications shall have full force and effect as though printed therein.
- D. Approval of any materials shall be general only and shall not constitute a waiver of the Tyler County Commissioners Court's right to demand full compliance with the Contract requirements. After actual deliveries, the Project Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- E. Except as otherwise specifically stated in the costs of sampling and testing will be divided as follows:
 - 1. The Supplier shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2. The Supplier shall assume all costs of re-testing materials which fail to meet contract requirements.
 - 3. The Supplier shall assume all costs of testing materials offered in substitution for those found deficient.

Compliance With Air and Water Acts

In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto the Supplier agrees that:

- 1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. Supplier will comply with all requirements of Section 114 of the Clean Air Act, as amended.

Equal Employment Opportunity

- A. The Supplier will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Supplier 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 action shall include, but not be limited to the following: employment, promotion, 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 Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- B. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Supplier 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 sub-supplier, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals and timetables for minority and female participation are as follows:

Goals for Minority Participation for Each Trade	22.6%
Goals for Female Participation in Each Trade	6.9%

These goals are applicable to all the Supplier's work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The Supplier shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Supplier's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- F. Suppliers are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- G. A single goal for minorities and a separate goal for women have been established. The Supplier, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

- H. The Supplier shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The Supplier shall not enter into Subcontract with any person or firm debarred from Government contracts.
- J. Nothing herein provided shall be construed as a limitation upon the applicant of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

Affirmative Action for Handicapped Workers

The Supplier 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 Supplier 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, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall be 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.

The Provision of Local Training, Employment, and Business Opportunities

- A. 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 Supplier will include this clause in every subcontract for work in connection with the project.

Non-Segregated Facilities

The Supplier certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Supplier agrees that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

Liquidated Damages

Since the actual damages for any delay under this contract are impossible to foresee, the Supplier and his Sureties shall be liable for and shall pay to Tyler County, the sum of \$500.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time of delivery.

Payments

Partial payments shall be made on materials supplied as part of this project. Payment requests must be approved by the Engineer and the Owner's Representative.

SPECIAL CONDITIONS

Review with Tyler County

Each Bidder shall review the material requirements with the Engineer and the Owner's Representative to familiarize himself with the specific requirements for all Road Building Materials in order to insure that the products he is bidding will be acceptable to the County.

Submittals

Submittals shall be required on all materials and equipment to be supplied as part of this contract no later than five (5) days after the notice of award. Alternate material and equipment that meets or exceeds the specifications may be used. The material and equipment must be approved by the Engineer in writing.

Partial Acceptance of Bid

Owner may choose the total bid or any portion of the bid that is in the best interests of the Owner. Bidders are cautioned to bid each individual item separately on a "stand alone" basis.

Product Information

Each bidder shall provide product information including materials and specifications on each product in his bid.

Sales Tax

The County of Tyler is tax exempt and will furnish tax exemption certificates upon request.

Delivery

Delivery time and delivery site shall be coordinated with the Tyler County Commissioner by the Supplier. Contract price shall include off-loading of the delivered materials at the site as specified by said Commissioner.

TECHNICAL SPECIFICATIONS

ITEM 247
FLEXIBLE BASE MATERIAL

247.1 Description

This item shall govern for the delivery and stockpiling as herein specified or established by the Engineer.

247.2 Materials

The flexible base material shall be crushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

1. General

When off-right-of-way sources are involved, the Contractor's attention is directed to Item 7, "legal relations and Responsibilities to the Public".

2. Physical Requirements

A. General

The flexible base material shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

The flexible base shall be Type A, as follows:

B. Type A

Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

TABLE 1
PHYSICAL REQUIREMENTS

GRADE 1	GRADE 2
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure
Master Grinding	Master Grinding
1-3/4" 0	2-1/2" 0
7/8" 10-35	1-3/4" 0-10
3/8" 30-50	No. 4 45-75
No. 4 45-65	No. 40 60-85
No. 40 70-85	
Max LL35	Max LL40
Max PI10	Max PI12
Wet Ball Mill	Wet Ball Mill
Max40	Max45
Max increase in passing	Max increase in passing
No. 4020	No. 4020

Notes:

1. Gradation requirements are percent retained on square sieves.
 2. When a magnesium, soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
 3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".
3. Pilot Grading

When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve size by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base material produced will meet the physical requirements shown in Table 1.

4. Testing

Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests (Part I or II as selected by the Engineer)	Tex-117-E
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

5. Tolerances

Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

a. Gradation

The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

b. Plasticity Index

The Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

6. Material Sources

The flexible base material shall be furnished by the Contractor. When a non-commercial source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless otherwise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

7. Stockpile Delivery

It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up of layers not to exceed two (2) feet in thickness.

247.3 Measurement

Measurement will be by the ton of 2000 pounds dry weight in vehicles as delivered. A set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment", shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

247.4 Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexible Base-Limestone" of the type, grade and measurement specified. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loading all materials; for hauling and delivering, for labor, tools and incidentals necessary to complete the work

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile.

END OF SECTION

Welsh Rock INC.

SPECIFICATIONS AND CONTRACT DOCUMENTS

for

TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
TCDP PROJECT No. 719037

Prepared by:

CARROLL & BLACKMAN, INC.
Consulting Engineers
1360 Seventh Street
Beaumont, Texas 77703

August 2000

APPROVED:

TYLER COUNTY, TEXAS



Hon. Jerome P. Owens
County Judge

APPROVED:

CARROLL & BLACKMAN, INC.



Toby J. Davis, P.E., Project Manager
P. E. No. 81919

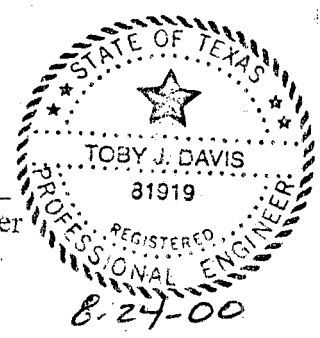


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Advertisement and Invitation for Bids

Tyler County, Texas will receive bids for the 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No.719037 until 2:00 p.m. on 9/15/00 at the Tyler County Courthouse, Bluff Street Rm. 102, Woodville, Texas 75979. The bids will be publicly opened and read aloud that time.

Bids are invited for supplying Road Building Materials as described in the specifications.

Bid/Contract Documents, including Drawings and Technical Specifications are on file at the offices of Carroll & Blackman, Inc., Consulting Engineers, 1360 7th Street, Beaumont, Texas 77702, (409) 833-3363. Copies of the Bid/Contract Documents may be obtained for a non-refundable price of \$25.00.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to Tyler County, Texas or negotiable U.S. Government Bonds (as par value) may be submitted in-lieu of the Bid Bond.

Tyler County, Texas reserves the right to reject any or all bids or to waive any informalities in the bidding and to award the project based on the best bid which best represents the interests of Tyler County. Bids are to be a unit price basis for all labor and materials to complete the project.

Bids may be held by Tyler County, Texas for a period not to exceed 90 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

TYLER COUNTY, TEXAS
BY: Hon. Jerome P. Owens
County Judge

INSTRUCTION TO BIDDERS

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Copies of these documents may be made for submission of a bid or copies may be obtained from the Engineer.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the locality or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than three (3) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications or the bid proposal.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The city/county may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the best bid which best represents the interests of Tyler County and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

7. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished at the end of this section for that purpose a statement of the bidder's qualifications. The locality shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the locality all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the locality that the bidder is qualified to carry out properly the terms of the contract. The Contractor must have at least three (3) years of experience in the various types of work included in this project and have completed at least five (5) projects of a similar nature.

If any work is done by a sub-contractor, the sub-contractor must complete the Statement of Bidder's Qualifications and demonstrate the required experience in the type of work he is performing. The Prime Contractor must also be able to demonstrate the required experience for any types of work sub-contracted, regardless of the experience of the sub-contractor.

8. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit

price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities. It is understood that this is a unit price contract and quantities are estimated and not guaranteed. Final contract price will be determined by multiplying the final measured quantities by the respective unit price bids and taking the sum of all items.

9. Correction:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

10. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the locality that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

11. Opening of Bids

The locality shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

12. Withdrawal of Bids

Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

13. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the best bid which best represents the interests of Tyler County. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The locality reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract. Any contractor who does not satisfactorily complete the Statement of Bidder's

Qualifications and does not demonstrate the minimum amount of experience as required herein shall be considered unqualified to do the work described in this contract. Their bid will not be considered.

14. Execution of Agreement/Performance and Payment Bonds (NON-APPLICABLE)

- a. Performance and Payment Bonds, requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the locality may grant shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.
- c. The Surety companies executing the above referenced bonds must appear on the Department of the Treasury's Circular as to companies holding certificates of authority as acceptable sureties on federal Bonds and as acceptable reinsurance companies (Department Circular 570, 1996 Revision or such subsequent revision as most currently dated prior to the date of the Bond). Sureties companies must also be authorized to transact business in the State of Texas. The date of the Bond must not be prior to the date of the Contract. If a contractor is a partnership, all partners shall execute the Bond. If the Contractor is a corporation, then a corporate resolution must be presented and the Bond executed by the duly authorized corporate representative. All Bonds should have affixed to them a separate fully executed and completed Power of Attorney by the surety.

15. Wages and Salaries (NON-APPLICABLE)

Attention is particularly called to the requirement of paying not less than the prevailing wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

16. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

17. Restrictions on Lobbying (NON-APPLICABLE)

No Federal or non-federal funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, grant, loan or cooperative agreement. The Contractor agrees to provide a "Certification Regarding Lobbying" and if applicable, a "Disclosure of Lobbying Activities" form regarding the use of any non federal funds or lobbying. The Contractor further agrees that he shall require each subcontractor he employs in the course of this work be subject to the Certificate and Disclosure provision of this part.

18. Complete Bid Package

The following documents shall be required for a complete bid:

- a. Completed Bid Forms
- b. Bid Bond
- c. Completed Qualification Statement and other information requested in Item 7 of the Instructions to Bidders.

19. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid Opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

20. Discrepancies in the Bid Proposal

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

21. Prebid Conference

A prebid conference will not be held for Project B: Supply Road Building Materials.

22. Minority Participation

It should be noted that this project has a minority and women's business participation goal. Requirements are called out in the General Contract Conditions.

23. Funding

Funding for this project is primarily through the Texas Community Development Program as administered by the Texas Department of Housing and Community Affairs (TDHCA). The remaining funding is through City funds. The successful bidder should be prepared to submit all required documentation, as contained in this contract and required by the TDHCA, at the beginning

employee interviews. All requirements will be carefully explained at the pre-construction conference. The Contractor's financial personnel who will handle payroll and other important paperwork should be present at this meeting for first hand instruction.

24. Sales and Use Taxes

The OWNER qualifies as an exempt agency, and is not subject to State, County, or City sales taxes only to the extent allowable by law. CONTRACTOR is advised to contact the State Comptroller's Office or other knowledgeable source in order to apprise himself of the possible impact of the current law. Only equipment and materials incorporated into the permanent project are tax exempt.

25. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by six (6) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter CONTRACTOR shall sign and deliver the six (6) counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) days thereafter OWNER shall deliver two (2) fully signed counterparts to CONTRACTOR. The Contractor shall be supplied with three (3) copies of the Plans and Specifications. Additional copies will be supplied at cost.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: WELSH Rock INC. Date Organized: 9-6-89
Address: RT2 Box 447 San Augustine Tx Date Incorporated: -

Number of years in contracting business under present name _____

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
<u>N/A</u>		

Type of work performed by your company: Rock mining

Number of years experience in this type of construction: 8+

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List at least five (5) projects of a similar nature completed by your firm in the past five (5) years (attach additional pages if necessary):

Contract	Amount \$	Mo/Yr Completed
<u>V.P.R.C.</u>	<u>50,000</u>	<u>6-22-98</u>
<u>Textron</u>	<u>90,000</u>	<u>7-2-00</u>

Major equipment available for this contract: Trucks Loader Trackhoe

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ 400,000 Bank reference: Pineland State Bank

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 15 day of September, 2000.

By: (signature) Jimmy W. Welsh Title: Manager
(Print name) Jimmy W. Welsh

TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
TCDP PROJECT No. 719037

SCOPE OF WORK

GENERAL

This contract shall provide for supplying approximately 11,000 tons of road building material, namely Flexible Base Material, Type A, Grade 2, or an approved equal, to the Tyler County, Precinct II county barn on State Highway 287 near Woodville, Texas (approximately 5,500 tons) and the Tyler County, Precinct III county barn in Colmesneil, Texas (approximately 5,500 tons).

This contract shall include all necessary superintendence, labor, loading, hauling, and incidental items necessary for the execution of the proposed work as shown and documented in the specifications. Sufficient test information and other supporting data shall be submitted by the successful bidder, as part of the contract, to verify that the material to be supplied in this contract will meet the requirements for flexible base as described in the technical specifications.

The Contractor is responsible for the restoration of all damaged surfaces, including pavement. All surfaces shall be returned to original condition or better.

BID FOR UNIT PRICE CONTRACTS

Place Tyler County Courthouse
100 Bluff St. Rm. 102, Woodville, Texas 75979

Date _____
Project No. TDHCA/TCDP Grant Project # 719037

Proposal of welsh Rock (hereinafter called Bidder), a corporation organized under the laws of the State of Texas /a partnership/an individual doing business as welsh Rock (strike out inapplicable references).

To Tyler County, Texas (hereinafter called Owner).

Commissioners:

The Bidder, in compliance with your invitation for bids for the construction of 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No. 719037 having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS and the SUPPLEMENTAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____

Bidder agrees to perform all the 1999 TCDP Disaster Relief Project - Project B: Supply Road Building Materials TCDP Project No. 719037 work described in the specifications for the following unit prices:

Item	Qty	Unit	Description	Unit Price	Total Price
1	11,000	TONS	FLEXIBLE BASE MATERIAL (TY A)(GR 2) Including all shipping, storage, hauling, delivery to the location designated in the scope of work, including any permits, verification information and other appurtenances required to perform the work as described for <u>one hundred fifty four Thousand</u>	<u>\$1525/yard</u> <u>14.00/Ton</u>	<u>\$154,000⁰⁰</u>
			Dollars & <u>zero</u> Cents.		

TOTAL BID: One Hundred fifty four Thousand Dollars and zero
(\$ 154,000⁰⁰).

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the contract documents and the specifications.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and delivery a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of Seven Thousand Seven hundred Dollars — (\$ 7700⁰⁰) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By: Jimmy W. Welch
(Seal - If a bid is by a corporation)

Manager
Title

Rt 2 Box 447 San Augustine
Address and Phone No.

936-275-9617

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, N/A as

PRINCIPAL, AND NA, as SURETY are held and firmly bound unto

Tyler County hereinafter called the "Local Public Agency", in the penal sum of

Seven thousand seven hundred Dollars, (\$ 7700⁰⁰), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated Sept 16, 2000 for The Delivery of
Eleven thousand tons Crushed Glauconite
8800 yards

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety and sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 16th day of Sept, 2000, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

_____(SEAL)

N/A _____(SEAL)

Attest: N/A By: _____

N/A By: _____ Affix
Corporate Seal

Attest: _____ By: _____ Affix
Corporate Seal

Countersigned
by _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the
Corporation named as Principal in the within bond; that N/A

who signed the said bond on behalf of the Principal was then N/A
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this
governing body.

_____ (Corporate Seal)
Title _____

- Power-of-attorney for person signing for surety company must be attached to bond.

CONTRACT
for
TYLER COUNTY, TEXAS
1999 TCDP DISASTER RELIEF PROJECT
PROJECT B: SUPPLY ROAD BUILDING MATERIALS
T.C.D.P. Contract No. 719037

THIS AGREEMENT MADE THIS 16th day of sept, 2000, by and between welsh Rock hereinafter called the "Contractor", and Tyler County, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Project; namely, supply to Tyler County, Precinct II and Precinct III Flexible Base Material, Type A, Grade 2, or an approved equal, including all shipping, storage, hauling, delivery to the locations designated in the scope of work, and including any permits and other appurtenances required to perform the work, all in strict accordance with the Contract Documents including all Addenda, all items contained in the Bid Proposal, all as prepared by Carroll & Blackman, Inc. acting and in these Contract documents Preparation, referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____
ONE hundred fifty four thousand \$154,000

ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a) This Agreement | e) Signed Copy of Bid |
| b) Addenda | f) General Conditions |
| c) Invitation for Bids | g) Special Conditions |
| d) Instructions to Bidders | h) Technical Specifications |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in 5 original copies on the day and year first above written.

By: Jimmy w welsh

By: _____
Hon. Jerome P. Owens
County Judge
100 Bluff St. Courthouse Rm. 102
Woodville, Texas 75979

CERTIFICATIONS

I, Jimmy w welsh, certify that I am the manager of the corporation named as Contractor herein; that Jimmy w welsh who signed this Agreement on behalf of the Contractor, was then In Charge of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

GENERAL CONDITIONS

Materials and Workmanship

- A. Unless otherwise specifically provided in the Technical Specifications, all materials and articles utilized in the project shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The successful bidder shall furnish to the Engineer for approval the manufacturer's detailed specifications for all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- C. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical Specifications shall have full force and effect as though printed therein.
- D. Approval of any materials shall be general only and shall not constitute a waiver of the Tyler County Commissioners Court's right to demand full compliance with the Contract requirements. After actual deliveries, the Project Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- E. Except as otherwise specifically stated in the costs of sampling and testing will be divided as follows:
 1. The Supplier shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 2. The Supplier shall assume all costs of re-testing materials which fail to meet contract requirements.
 3. The Supplier shall assume all costs of testing materials offered in substitution for those found deficient.

Compliance With Air and Water Acts

In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto the Supplier agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. Supplier will comply with all requirements of Section 114 of the Clean Air Act, as amended.

Equal Employment Opportunity

- A. The Supplier will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Supplier 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 action shall include, but not be limited to the following: employment, promotion, 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 Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- B. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Supplier 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 sub-supplier, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals and timetables for minority and female participation are as follows:

Goals for Minority Participation for Each Trade	22.6%
Goals for Female Participation in Each Trade	6.9%

These goals are applicable to all the Supplier's work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The Supplier shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Supplier's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- F. Suppliers are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- G. A single goal for minorities and a separate goal for women have been established. The Supplier, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

- H. The Supplier shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The Supplier shall not enter into Subcontract with any person or firm debarred from Government contracts.
- J. Nothing herein provided shall be construed as a limitation upon the applicant of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

Affirmative Action for Handicapped Workers

The Supplier 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 Supplier 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, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall be 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.

The Provision of Local Training, Employment, and Business Opportunities

- A. 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 Supplier will include this clause in every subcontract for work in connection with the project.

Non-Segregated Facilities

The Supplier certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Supplier agrees that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

Liquidated Damages

Since the actual damages for any delay under this contract are impossible to foresee, the Supplier and his Sureties shall be liable for and shall pay to Tyler County, the sum of \$500.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time of delivery.

Payments

Partial payments shall be made on materials supplied as part of this project. Payment requests must be approved by the Engineer and the Owner's Representative.

SPECIAL CONDITIONS

Review with Tyler County

Each Bidder shall review the material requirements with the Engineer and the Owner's Representative to familiarize himself with the specific requirements for all Road Building Materials in order to insure that the products he is bidding will be acceptable to the County.

Submittals

Submittals shall be required on all materials and equipment to be supplied as part of this contract no later than five (5) days after the notice of award. Alternate material and equipment that meets or exceeds the specifications may be used. The material and equipment must be approved by the Engineer in writing.

Partial Acceptance of Bid

Owner may choose the total bid or any portion of the bid that is in the best interests of the Owner. Bidders are cautioned to bid each individual item separately on a "stand alone" basis.

Product Information

Each bidder shall provide product information including materials and specifications on each product in his bid.

Sales Tax

The County of Tyler is tax exempt and will furnish tax exemption certificates upon request.

Delivery

Delivery time and delivery site shall be coordinated with the Tyler County Commissioner by the Supplier. Contract price shall include off-loading of the delivered materials at the site as specified by said Commissioner.

TECHNICAL SPECIFICATIONS

ITEM 247
FLEXIBLE BASE MATERIAL

247.1 Description

This item shall govern for the delivery and stockpiling as herein specified or established by the Engineer.

247.2 Materials

The flexible base material shall be crushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

1. General

When off-right-of-way sources are involved, the Contractor's attention is directed to Item 7, "legal relations and Responsibilities to the Public".

2. Physical Requirements

A. General

The flexible base material shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

The flexible base shall be Type A, as follows:

B. Type A

Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

TABLE 1
PHYSICAL REQUIREMENTS

GRADE 1	GRADE 2
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure
Master Grinding	Master Grinding
1-3/4" 0	2-1/2" 0
7/8" 10-35	1-3/4" 0-10
3/8" 30-50	No. 4 45-75
No. 4 45-65	No. 40 60-85
No. 40 70-85	
Max LL35	Max LL40
Max PI.10	Max PI.12
Wet Ball Mill	Wet Ball Mill
Max40	Max45
Max increase in passing	Max increase in passing
No. 4020	No. 4020

Notes:

1. Gradation requirements are percent retained on square sieves.
2. When a magnesium, soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".

3. Pilot Grading

When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve size by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base material produced will meet the physical requirements shown in Table 1.

4. Testing

Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests (Part I or II as selected by the Engineer)	Tex-117-E
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

5. Tolerances

Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

a. Gradation

The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

b. Plasticity Index

The Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

6. Material Sources

The flexible base material shall be furnished by the Contractor. When a non-commercial source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless otherwise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

7. Stockpile Delivery

It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up of layers not to exceed two (2) feet in thickness.

247.3 Measurement

Measurement will be by the ton of 2000 pounds dry weight in vehicles as delivered. A set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment", shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

247.4 Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexible Base-Limestone" of the type, grade and measurement specified. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loading all materials; for hauling and delivering, for labor, tools and incidentals necessary to complete the work

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile.

END OF SECTION

*Copies to Joyce + Comm
9-13-00*



TYLER COUNTY APPRAISAL DISTRICT

P.O. Drawer 9
806 W. Bluff
Woodville, Texas 75979

Eddie Chalmers, RPA, CTA
Chief Appraiser

Phone 409/283-3736
Fax 409/283-8439

September 12, 2000

To Taxing Entities:

On this day the Board of Directors of the Tyler County Appraisal District met and unanimously adopted the enclosed Proposed 2001 Budget. The entities now have 30 days to Approve, Veto, or Take No Action on the budget. If you have any questions, please do not hesitate to call me.

Respectfully,

A handwritten signature in cursive script, appearing to read "Eddie Chalmers", with a long horizontal flourish extending to the right.

Eddie Chalmers
Chief Appraiser

EC/rg

enclosures

TYLER COUNTY APPRAISAL DISTRICT
PROPOSED 2001 APPRAISAL BUDGET

ACCOUNT	AMOUNT
<u>PAYROLL EXPENSE</u>	
Salaries	\$267,080
Group Insurance	\$ 29,000
Medicare	\$ 7,750
Worker's Comp	\$ 500
Retirement	\$ 18,700
Unemployment	\$ 1,200
Total Payroll Expense	\$324,230
 <u>SERVICE EXPENSE</u>	
Audit	\$ 2,500
Legal	\$ 10,000
Contract Services	\$ 31,000
Appraisal Engineers	\$ 23,500
BOD Expense	\$ 1,200
ARB Expense	\$ 11,000
Equipment Maintenance	\$ 35,000
Repairs	\$ 2,500
Computer Conversion	\$ 2,200
Janitorial	\$ 2,400
Utilities	\$ 8,500
Telephone	\$ 8,000
Equipment Lease	\$ 5,000
Total Service Expense	\$142,800
 <u>SUPPLIES EXPENSE</u>	
Office/Computer Supplies	\$ 12,000
Postage/Freight	\$ 14,000
Appraisal/Map Supplies	\$ 10,000
Printing	\$ 6,000
Total Supplies Expense	\$ 42,000
 <u>TRAVEL & OTHER OPERATING EXPENSE</u>	
Auto Milage	\$ 20,000
Insurance & Bonds	\$ 7,500
Banking	\$ 500
County Clerk	\$ 150
Dues & Subscriptions	\$ 2,500
Seminars and Schools	\$ 8,000
Total Operating Expense	\$ 38,650
 <u>CAPITAL OUTLAY</u>	
Furniture & Equipment	\$ 2,000
Total Capital Outlay	\$ 2,000
 <u>DEBT SERVICE</u>	
Note Payable (Building)	\$ 15,750
Note Payable (Computer)	\$ 12,000
Total Debt Expense	\$ 27,750
TOTAL BUDGET	\$577,430

ENTITY ALLOCATION
PROPOSED 2001 APPRAISAL BUDGET

PROPOSED 2001 APPRAISAL BUDGET: \$577,430

ENTITY	1999 LEVY	PERCENT	PRELIMINARY 2001 ASSESSMENT
City of Woodville	\$ 279,501	2.421%	\$ 13,979
Chester ISD	\$ 685,657	5.939%	\$ 34,294
Colmesneil ISD	\$ 1,016,639	8.806%	\$ 50,848
Spurger ISD	\$ 588,683	5.099%	\$ 29,443
Warren ISD	\$ 2,397,852	20.770%	\$119,932
*Woodville ISD	\$ 3,231,358	27.990%	\$161,623
Tyler County Hospital	\$ 462,553	4.007%	\$ 23,138
Tyler County	\$ 2,808,732	24.329%	\$140,483
**Dam-B Fire District	\$ 9,696	0.084%	\$ 485
Fred Fire District	\$ 6,383	0.055%	\$ 318
***Ivanhoe Fire District	\$ 12,838	0.111%	\$ 641
Spurger Fire District	\$ 15,858	0.137%	\$ 791
Warren Fire District	\$ 24,614	0.213%	\$ 1,230
White Tail Ridge Fire Dist.	\$ 4,479	0.039%	\$ 225
****Colmesneil Fire District	None	0.000%	\$?
Totals	\$11,544,843	100.000%	\$577,430

IMPORTANT NOTE: This is only a preliminary assessment allocation of the proposed 2001 budget. The approved adopted 2001 budget will be allocated on the entity's 2000 levies which have not been set at this time. There will be rate changes and newly created entities. **REMEMBER THIS IS ONLY A PRELIMINARY ALLOCATION.**

* = Woodville ISD has passed a bond issue which will increase their levy.

** = Dam-B Fire District has expanded their boundaries which will increase their levy.

*** = Ivanhoe Fire District has converted to a Emergency Service District and may have a larger tax rate which will increase their levy.

**** = Colmesneil Fire District is a newly created fire district and will have a 2000 levy.

TYLER COUNTY APPRSISAL DISTRICT
 PROPOSED 2001 APPRAISAL BUDGET
 YEAR TO YEAR COMPARISON

ACCOUNT	2000 BUDGET	PROPOSED 2001 BUDGET	DOLLAR DIFFERENCE	PERCENT DIFFERENCE
<u>PAYROLL EXPENSE</u>				
Salaries	\$259,120	\$267,080	\$ 7,960	3.1%
Group Insurance	\$ 35,750	\$ 29,000	(\$ 6,750)	(18.9%)
Medicare	\$ 7,515	\$ 7,750	\$ 235	3.1%
Worker's Comp	\$ 500	\$ 500		
Retirement	\$ 18,150	\$ 18,700	\$ 550	3.0%
Unemployment	\$ 360	\$ 1,200	\$ 840	233.3%
Total Payroll	<u>\$321,395</u>	<u>\$324,230</u>	<u>\$ 2,835</u>	<u>1.0%</u>
<u>SERVICE EXPENSE</u>				
Audit	\$ 2,500	\$ 2,500		
Legal	\$ 7,500	\$ 10,000	\$ 2,500	33.3%
Contract Services	\$ 31,000	\$ 31,000		
Appraisal Engineers	\$ 23,500	\$ 23,500		
BOD Expense	\$ 1,200	\$ 1,200		
ARB Expense	\$ 11,000	\$ 11,000		
Equipment Maintenance	\$ 35,000	\$ 35,000		
Repairs	\$ 2,500	\$ 2,500		
Computer Conversion	\$ 2,000	\$ 2,200	\$ 200	10.0%
Janitorial	\$ 2,300	\$ 2,400	\$ 100	4.3%
Utilities	\$ 8,500	\$ 8,500		
Telephone	\$ 7,500	\$ 8,000	\$ 500	6.7%
Equipment Lease	\$ 3,750	\$ 5,000	\$ 1,250	33.3%
Total Service	<u>\$138,250</u>	<u>\$142,800</u>	<u>\$ 4,550</u>	<u>3.3%</u>
<u>SUPPLIES EXPENSE</u>				
Office/Computer Supplies	\$ 12,000	\$ 12,000		
Postage/Freight	\$ 19,000	\$ 14,000	(\$ 5,000)	(26.3%)
Appraisal /Map Supplies	\$ 8,000	\$ 10,000	\$ 2,000	25.0%
Printing	\$ 1,000	\$ 6,000	\$ 5,000	500.0%
Total Supplies	<u>\$ 40,000</u>	<u>\$ 42,000</u>	<u>\$ 2,000</u>	<u>5.0%</u>
<u>TRAVEL & OTHER OPERATING EXPENSE</u>				
Auto Milage	\$ 10,000	\$ 20,000	\$10,000	100.0%
Insurance & Bonds	\$ 7,500	\$ 7,500		
Banking	\$ 500	\$ 500		
County Clerk	\$ 150	\$ 150		
Dues & Subscriptions	\$ 2,500	\$ 2,500		
Seminars and Schools	\$ 8,000	\$ 8,000		
Total Travel	<u>\$ 28,650</u>	<u>\$ 38,650</u>	<u>\$10,000</u>	<u>34.9%</u>
<u>CAPITAL OUTLAY</u>				
Furniture & Equipment	\$ 14,000	\$ 2,000	(\$12,000)	(85.7%)
Total Capital	<u>\$ 14,000</u>	<u>\$ 2,000</u>	<u>(\$12,000)</u>	<u>(85.7%)</u>
<u>DEBT SERVICE</u>				
Note Payable (Building)	\$ 14,300	\$ 15,750	\$ 1,450	10.1%
Note Payable (Computer)	\$ 0	\$ 12,000	\$12,000	100.0%
Total Debt	<u>\$ 14,300</u>	<u>\$ 27,750</u>	<u>\$13,450</u>	<u>94.1%</u>
<u>TOTAL BUDGET SUMMARIES</u>				
	<u>\$556,595</u>	<u>\$577,430</u>	<u>\$20,835</u>	<u>3.7%</u>

COMMISSIONERS' COURT OF TYLER COUNTY, TEXAS

ORDER

AN ORDER APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE EAST TEXAS HOUSING FINANCE CORPORATION; AND REPEALING PRIOR RESOLUTIONS OR ORDERS IN CONFLICT HEREWITH.

WHEREAS, the Commissioners' Court has heretofore authorized the formation of the East Texas Housing Finance Corporation (the "Corporation"), to act on behalf of the County in accordance with the Texas Housing Finance Corporation Act, Texas Local Government Code Annotated, Ch. 394 et seq. (the "Act");

WHEREAS, in accordance with the Articles of Incorporation, as amended, and the Bylaws of the Corporation, the County is authorized to appoint two (2) residents of the County to serve as members of the Board of Directors of the Corporation, for terms not exceeding six (6) years, or until a successor is appointed; and

WHEREAS, this meeting is open to the public as required by law, and public notice of the time, place and purpose of this meeting was given as required by Texas Revised Civil Statute Annotated, Art. 6252-17.

NOW, THEREFORE IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF TYLER COUNTY, TEXAS:

Section 1. The findings and declarations contained in the preambles of this Order are incorporated herein as a part of this Order for all purposes.

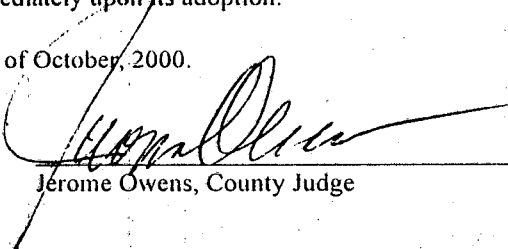
Section 2. In accordance with the Articles of Incorporation, as amended, and the Bylaws of the Corporation, Commissioner C. D. Woodrome and Judge Jerome Owens are hereby appointed to serve on the Board of Directors of the Corporation, each for a term to expire on September 1, 2005, (not exceeding six (6) years), subject to earlier removal from office, with or without cause, by the Commissioners Court. Such persons shall succeed the County's previously appointed members of the Board of Directors of the Corporation, effective as of the date of this Order.

Section 3. The Clerk of the Commissioners' Court is hereby directed to deliver to the Corporation a certified copy of this Order evidencing the appointments made herein.

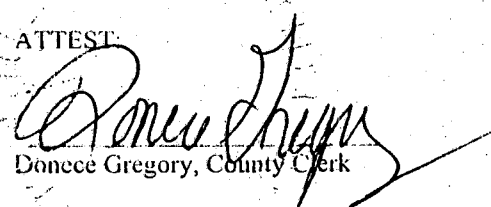
Section 4. All prior resolutions and orders, or parts thereof, in conflict with this Order are hereby repealed to the extent of such conflict.

Section 5. This Order shall take effect immediately upon its adoption.

PASSED AND APPROVED this 9th day of October, 2000.


Jerome Owens, County Judge

ATTEST


Donece Gregory, County Clerk

[SEAL]