TYLER COUNTY COMMISSIONERS COURT SPECIAL MEETING April 16, 2004 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 16<sup>th</sup> day of April, 2004 the Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to wit:

JEROME OWENS C.D. WOODROME RUSTY HUGHES JOE MARSHALL JACK WALSTON WANDA JOHNSTON COUNTY JUDGE, Presiding
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4
CHIEF DEPUTY COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE SHARON FULLER

COUNTY AUDITOR COUNTY TREASURER

Minutes were not available

Commissioner Hughes motioned to approve paying the Tyler County bills.

Commissioner Marshall seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by Commissioner Woodrome to approve a line item transfers for the County Extension Department. Commissioner Walston seconded the motion. All voted yes and none no. SEE ATTACHED LINE-ITEM TRANSFER.

Commissioner Marshall motioned to adopt the resolution supporting the Load Posting Agreement with the Texas Department of Transportation. Commissioner Walston seconded the motion. All voted yes and none no. SEE ATTACHED RESOLUTION.

A motion was made by **Commissioner Walston** to adopt a proclamation designating April 18 to April 24 2004 as County Government Week, as presented by the County Treasurer. Commissioner Woodrome seconded the motion. All voted yes and none no. SEE ATTACHED PROCLAMATION.

The contract with the delinquent tax law firm request an increase of collection penalty from 15% to 20%. This would help with the cost of mailings and publishing fees. This increase would only affect the 2003 and later delinquencies, would not be retroactive for years prior to 2003. Other changes in the contract are a three year renewal instead of two years; 60 days notice of termination instead of 30 days if the County decides to terminate the contract; the longer contract deals with arbitration (not applicable to Tyler County). The percentage increase will not take money from the County. A motion was made by Commissioner Woodrome to renew the contract as presented with Linebarber, Goggan, Blair and Sampson for the collection of delinquent taxes. Commissioner Hughes seconded the motion. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Walston to table consideration of granting an easement to the Texas Historical Commission. Commissioner Woodrome seconded the motion. All voted yes and none no.

Commissioner Woodrome motioned to award the onsite sewer installation bid to George Peterson, All American Plumbing for Package F & G, as presented by Randy Blanks. The motion was seconded by Commissioner Hughes. All voted yes and none no. SEE ATTACHED LETTER OF RECOMMENDATION

Commissioner Walston motioned to rescind the previous award of a lowboy trailer to Mr. Chance and award to the higher bidder, Marvin Foster, in the amount of \$2165.00; and, to award the 1976 Ford truck with winch to John Lade for \$511.00; and, the 1986 Ford truck without engine or bed to John Lade for \$211.00; and, to reject all bids for the maintainer. Commissioner Walston's motion also included the "packer" would not be sold at this time. Commissioner Hughes seconded the motion. All votes yes and none no.

Elaine Clow made the court aware that her son would like to purchase property behind All Occasion Florist and the County Tax Office. Judge Owens responded the court would take this matter under advisement. This was not an agenda item; therefore, no action was taken. SEE ATTACHED OFFER

Commissioner Marshall motioned the meeting adjourned

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on April 16, 2004.

Witness my hand and seal of office on this the 11th day of May, 2004.

Attest:

Donece Gregory, County Clerk

Tyler County, Texas

## NOTICE OF TIME AND PLACE OF MEETING COMMISSIONERS' COURT, TYLER COUNTY, TEXAS

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON FRIDAY, APRIL 16, 2004 AT 8:30 A.M. IN THE COMMISSIONERS' COURTROOM, FIRST FLOOR, TYLER COUNTY COURTHOUSE.

#### **AGENDA**

CONSIDER AND APPROVE COMMISSIONERS' COURT MINUTES. CONSIDER **AND** APPROVE PAYING TYLER COUNTY BILLS. CONSIDER AND APPROVE LINE ITEM TRANSFERS. CONSIDER AND APPROVE RESOLUTION SUPPORTING LOAD POSTING AGREEMENT BETWEEN TYLER COUNTY AND TEXAS DEPARTMENT OF TRANSPORTATION. CONSIDER AND APPROVE PROCLAMATION DESIGNATING APRIL 18 THROUGH APRIL 24, 2004 AS COUNTY GOVERNMENT WEEK. CONSIDER AND APPROVE CONTRACT RENEWAL/CONSIDERATION OF ADDITIONAL TAX FEE INCREASE OF 20% PURSUANT TO §630C, §33.07 AND §33.08 OF THE TEXAS TAX CODE. CONSIDER AND APPROVE GRANT EASEMENT FROM TYLER COUNTY TO THE TEXAS HISTORICAL COMMISSION. CONSIDER AND APPROVE BID AND/OR REJECT BIDS FOR ON-SITE SEWER GRANT INSTALLER. ØPEN BIDS, CONSIDER AND APPROVE BID AND/OR REJECT BIDS FOR SALE OF USED ROAD EQUIPMENT.

> Jerome Owens County Judge

> > NO.\_\_\_\_\_TIME 9.00 AM

APR 1 3 2004

DONECE CHEGORY, COUNTY CLERK

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- approve d M mday -Need bevolu Did nor

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A & M VERIZON	2004 010-426-0	09 TELEPHONE	TCSO-REPAIR	13998	04/12/2004	04/16/2004		8.00
AMERICAN EXPRESS		07 OFFICE SUPPLIES	TCSO 3715-425649-31			04/14/2004		21.64
AMERICAN EXPRESS	2004 010-426-0	29 GAS, OIL, GREASE	TCS0 3715-425649-31			04/16/2004		56.05
AMERICAN EXPRESS	2004 010-426-0		TCSO 3715-425649-31			04/16/2004		67.48
AMERICAN EXPRESS	2004 010-426-0	24 TRAVEL & EDUCATIO	TCSO 3715-425649-31	03092004TR		04/16/2004		175.92
AVAYA FINANCIAL SERVICE	2004 010-402-0	09 TELEPHONE	TCC 92772440	X772440 M	04/13/2004	04/16/2004		122.35
AVAYA, INC.	2004 010-420-0	09 TELEPHONE	MONTHLY SERVICE	0101946445	04/12/2004	04/16/2004		72.86
AVAYA, INC.	2004 010-407-0	09 TELEPHONE	TCDC 0101995823	2717937235	04/13/2004	04/16/2004		52.31
BEAR GRAPHICS, INC.		07 OFFICE SUPPLIES	JP3 JSTC CRIM DOCKE	0341011	04/14/2004	04/16/2004		453.62
BONITA LAUNDRY AND CLEA			TCSO	03312004	04/12/2004	04/16/2004		101.95
BONITA LAUNDRY AND CLEA			TCSO	03312004JC	04/12/2004	04/16/2004		25.75
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1256262	04/12/2004	04/16/2004		27.31
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1216295	04/12/2004	04/16/2004		30.93
BROOKSHIRE BROS.		36 PRISONER MEALS	TCS0	1256255	04/12/2004	04/16/2004		5.56
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1256285	04/12/2004	04/16/2004		37.92
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1261351		04/16/2004		23.96
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1261375	04/12/2004	04/16/2004		27.49
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1261387		04/16/2004		29.74
BROOKSHIRE BROS.	2004 010-427-0	36 PRISONER MEALS	TCSO	1261393	04/12/2004	04/16/2004		32.68
BROOKSHIRE BROS.		36 PRISONER MEALS	TCSO	1256258	04/14/2004	04/16/2004		6.50
CANDY CLEANERS	2004 010-427-0		TCSO	03312004JC		04/16/2004		36.75
CANDY CLEANERS	2004 010-426-0	1 UNIFORMS	TCS0	03312004	04/12/2004	04/16/2004		103.25
CANON U.S.A., INC.	2004 010-440-0	18 EQUIPMENT LEASE	TCA 714-A5	R1578784	03/30/2004	04/16/2004		43.79
CERTIFIED LABORATORIES	2004 010-427-0	IO JAIL SUPPLIES	TCSO ANTISEPTIC/HAN	872174	04/12/2004	04/16/2004		316.67
CHILD ABUSE & FORENSIC	2004 010-419-0	16 DNA LAB FEES	RE: S0304003	0437	04/07/2004	04/16/2004		541.00
		16 DNA LAB FEES	RE: 9746/9747	19803CT	04/07/2004	04/16/2004		75.00
CHRISTUS ST ELIZABETH		16 DNA LAB FEES	RECORD 647104	647104	04/07/2004	04/16/2004		754.00
CITICORP VENDOR FINANCE	2004 010-440-0	18 EQUIPMENT LEASE	JP1 3741060	374106004042	03/30/2004	04/14/2004		85.30
CITICORP VENDOR FINANCE			ES 3741080	374108004042	03/30/2004	04/16/2004		85.30
CLARK PSYCHOLOGICAL CON			TCSO PM	5081	04/12/2004	04/16/2004		150.00
CNA SURETY		14 BONDS, INSURANCE	TCC TX PEFPBP	601 18304831				287.00
CODE BLUE POLICE SUPPLY				7872		04/16/2004		60.75
COLOR GRAPHICS CO.	2004 010-440-0		TAX RECEIPTS	102530	04/12/2004	04/16/2004		491.63
DECISION ONE CORP	2004 010-440-0		TCC FILM CARDS	UM22656		04/16/2004		349.68
DEEP E TX REG NARCOTICS			CCR 4TH QTR MATCH	03152004		04/16/2004		3,475.00
			DETCOG LUNCHEONS			04/16/2004		46.00
DOGWOOD OIL & LUBE EXPR				18216		04/16/2004		20.00
DOGWOOD OIL & LUBE EXPR	2004 010-426-0	eg GAS, OIL, GREASE	TCSO 03 FD VAN	19347		04/16/2004		22.00
DOGWOOD OIL & LUBE EXPR	2004 010-426-0	29 GAS, OIL, GREASE	TCSO 98 CV	19561		04/16/2004		20.00
DOGWOOD OIL & LUBE EXPR	2004 010-426-0	29 GAS, OIL, GREASE	TCSO 04 FD IMPALA	19580		04/16/2004		20.00
DOGWOOD OIL & LUBE EXPR	2004 010-426-0	29 GAS, OIL, GREASE	TCS0 00 CV	19789		04/16/2004		20.00
DON'S HEATING & AIR	2004 010-442-0	IO REPAIRS TO COURTH	NUTRITION CENTER	2576	04/12/2004	04/16/2004		52.00
DOUBLE C ELECTRIC DOUBLE C ELECTRIC DOUBLE C ELECTRIC DP SOLUTIONS, INC. DP SOLUTIONS, INC.	2004 010-442-0	10 REPAIRS TO COURTH	TCTA REPAIR	4281	04/08/2004	04/16/2004		144.00
DOUBLE C ELECTRIC	2004 010-442-0	IO REPAIRS IU CUURIH	KEPAIR LIGHT FIXTOR	4280	04/08/2004	04/16/2004		70.50
DOUBLE C ELECTRIC	2004 010-442-0	IO REPAIRS IO COORTH	SWITCH INSTALLATION	4282	04/08/2004	04/16/2004		56.82
UF SULUTIONS, INC.	2004 010-440-0	IZ EWUIPMENI KEPAIKS	ICSU-ILEIS NU PRINI	72587	03/30/2004	04/16/2004		20.00
DP SULUTIONS, INC.	2004 010-440-0	IS EMMILWENT BEDVIDS	ILI INSI HUU, XP UF	72714	03/31/2004	04/15/2004		687.00
DP SOLUTIONS, INC.		IC EWUITMENI KETAIKS	DP- DONECE, AUDITOR	/6807	04/07/2004	04/16/2004		472.00
ELECTRICAL SPECIALTIES,				03015004	03/31/2004	04/16/2004		34,267.95
ELECTRICAL SPECIALTIES,						04/16/2004		•
EMERGENCY VEHICLE EQUPT						04/14/2004		36.61
ENTERGY			TCSO MAGNOLIA STOR	N 1/6/606	04/16/6004	04/16/2004		12.12
ENTERGY		34 UTILITIES-NUTRITI				04/16/2004		
EXP INTERNET SERVICES								
FARMER FUNERAL HOME INC	CON4 010*401-0	to MUTUFOICO	JP1 TRANSP/MORGUE P	1CCVEVVJ	v3/31/E004	04/16/2004		125.00

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
FEDERAL EXPRESS CORP	2004 010-426-008	DEPUTIES SUPPLIES	TCS0 1906 0613 2	1 660 91658	04/12/2004	04/16/2004		11.81
FEDERAL EXPRESS CORP		OFFICE SUPPLIES	TCJ PASSPORT RENEWA			04/14/2004		18.22
FULLER, SHARON	2004 010-423-012	TRAINING & EDUCAT	TCT REIMB CONF TRAV					94.50
FULLER, SHARON			TCT REIMB HOTEL/COL			04/16/2004		288.15
GABRIEL/JORDAN FORD MER	2004 010-426-028	REPAIRS TO VEHICL	TCCSO UNIT 14	10453		04/16/2004		134.26
GARDNER, SHERRY	2004 010-439-023	OUT-OF-COUNTY TRA	ES MAR 04 TRAVEL	03292004	04/13/2004	04/16/2004		311.50
GARNER, CURTIS M MD	2004 010-427-042	EMPLOYEE PHYSICAL	TCSO-6 STRUBE PHYS	1185	03/30/2004	04/16/2004		48.40
GREGORY, DONECE - COUNT	2004 010-401-050	ELECTION EXPENSE	TCC OFFICIAL SHIRTS	12203	04/13/2004	04/16/2004		142.89
HENSARLINGS TIRE CENTER	2004 010-426-029	GAS, OIL, GREASE	TCSO	03312004	04/12/2004	04/16/2004		26.95
HENSARLINGS TIRE CENTER		,	TCSO	03312004T	04/12/2004	04/16/2004		209.90
HENSARLINGS TIRE CENTER				03312004R	04/12/2004	04/16/2004		15.95
HORN, DENNIS D		COURT APPOINTED A		04082004	04/12/2004	04/14/2004		350.00
HYGEIA ENVIRO-CLEAN, IN				030563		04/16/2004		119.66
IBM CORPORATION			DP MAINT 04/04-06/0			04/16/2004		582.00
INTAB, INC.			TCC POLLING PL SLEE			04/16/2004		128.59
INTERNET UNLIMITED	2004 010-420-009			10250 #1		04/16/2004		208.45
JARROTTS PHARMACY		PRISONER MEDICAL		287218		04/16/2004		113.29
JARROTTS PHARMACY		PRISONER MEDICAL		287440		04/16/2004		6.15
JARROTTS PHARMACY		PRISONER MEDICAL		28355703		04/16/2004		93.69
JARROTTS PHARMACY		PRISONER MEDICAL	TCSO D LAVERGNE	287594		04/16/2004		63.85
JARROTTS PHARMACY		PRISONER MEDICAL	TCSO T WHITE	287542		04/16/2004		14.35
JARROTTS PHARMACY		PRISONER MEDICAL	TCSO D DAVIS	287595		04/16/2004		36.75
JARROTTS PHARMACY		PRISONER MEDICAL	TCSO D LAVERGNE	28355503	04/12/2004			218.65
JARROTTS PHARMACY		PRISONER MEDICAL	TCSO T WHITE	288022		04/16/2004		14.35
JEFFERSON COUNTY CLERK	2004 010-415-044		NO 87549 H. WALKER			04/16/2004		256.00
JEFFERSON COUNTY MORGUE			JP4 04-0304 J JONES			04/16/2004		00.005,1
JERRYS SAW SHOP	2004 010-427-010		TCSO CUT HD, LINE	8763		04/16/2004		33.90
K-LOG, INC KENDALL AND SON LTD	2004 010-427-010	OFFICE SUPPLIES	TA DRAFT CHAIR TCSO	4104958-1 25408		04/16/2004		146.67 750.62
LASON SYSTEMS, INC.	2004 010-440-007		TCC 360 CARTRIDGE	0075225		04/16/2004		730.8 <u>6</u> 1,742.53
LEXIS-NEXIS	2004 010-421-009		ONLINE 03/2004	0401110459		04/16/2004		28.00
LEXIS-NEXIS	2004 010-413-009		JP3 11550B	0403129382		04/16/2004		17.00
LUHN, GRAHAM F.A.I.A. A						04/16/2004		1,666.89
LUHN, GRAHAM F.A.I.A. A		The second secon				04/16/2004		665.28
MAIN STREET BANNER USA				5049		04/16/2004		132.93
MANN, ROBERT H ATTY		COURT APPOINTED A		04082004		04/16/2004		600.00
MANN, ROBERT H ATTY		COURT APPOINTED A		40804		04/16/2004		600.00
MANN, ROBERT H ATTY		COURT APPOINTED A	•	4082004		04/16/2004		600.00
MARCO CHEMICALS INC			JANITORIAL SUPPLIES			04/16/2004		192.00
MCCLURE FURNITURE			HEAT/COOL EQUIPMENT			04/16/2004		599.95
MINOLTA CORPORATION			TCDA COPIER FEB'04			04/16/2004		90.35
MODICA BROS.		GAS, OIL, GREASE		033120040	04/12/2004	04/16/2004		127.45
MODICA BROS.	2004 010-426-030		TCSO	03312004T	04/12/2004	04/16/2004		1,219.44
MODICA BROS.	2004 010-426-028	REPAIRS TO VEHICL	TCSU	03312004R	04/12/2004	04/16/2004		531.57
MUSIC MOUNTAIN WATER CO	2004 010-422-007	OFFICE SUPPLIES	TCA	M 79996800A	04/07/2004	04/16/2004		6.50
MUSSO, NICK V DMD .	2004 010-427-043	PRISONER MEDICAL	TCSO- B MCCLELLAND	032204	04/12/2004	04/16/2004		117.00
NET DATA CORP.	2004 010-440-020	SUPPORT SERVICES	TCC MO SUPPORT MAY		04/13/2004	04/16/2004		200.00
OFFICE MAX CREDIT PLAN			CARTRIDGE - TCJP	420J065DP	04/12/2004	04/16/2004		59.99
OTIS ELEVATOR COMPANY			TCCH MAINT APRIL 04			04/16/2004		125.00
OVERHEAD DOOR COMPANY O						04/16/2004		412.63
OWENS, JEROME COUNTY JU						04/16/2004		40.25
PAPER WORKS PRINTING		OFFICE SUPPLIES		25747		04/16/2004		89.82
PAPER WORKS PRINTING			TCSO-CRIM HIST INDE			04/16/2004		89.50
PAPER WORKS PRINTING			TCSO PROPERTY INVEN			04/16/2004		157.00
PARKER'S DO IT CENTER	2004 010-442-010	KEPAIRS TO COURTH	CLIP STRIP, BLADE	6068604	04/08/2004	04/16/2004		20.98

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
PARKER'S DO IT CENTER 2	004 010-442-010	REPAIRS TO COURTH	FIRE ANT KILLER	6068967	04/08/2004	04/16/2004		34.29
			TCSO-ENAMEL, THINNER		04/12/2004			26.01
		REPAIRS AT JUSTIC		6065561	04/12/2004			14.92
PERFORMANCE CAR AUDIO 2	004 010-426-009	TELEPHONE	TCS0 302-4132,39,50		04/12/2004	04/16/2004		20.85
PITNEY BOWES 2	004 010-440-015	SERVICE CONTRACTS	ACCT 2817880 TCTA			04/16/2004		85.00
		REPAIRS TO COURTH		008		04/16/2004		31.44
PLANT FACTORY, THE 2	004 010-442-010	REPAIRS TO COURTH	VIBERNUMS	010	04/08/2004	04/16/2004		23.39
PUBLIC AGENCY TRAINING 2	004 010-426-024	TRAVEL & EDUCATIO	TCSO DTH & HOMICID	10348	04/14/2004	04/16/2004		295.00
· · · · · · · · · · · · · · · · · · ·		REPAIRS TO COURTH		32019	04/08/2004	04/16/2004		109.00
			CAUSE 9725,9726	04082004	04/12/2004	04/16/2004		700.00
SANITARY SUPPLY COM., I 2				18987	04/08/2004	04/16/2004		406.75
SEALE, STOVER, BISBEY & 2				04082004	04/12/2004			350.00
SHI GOVERMENT SOLUTIONS 2			OFFICE SUPPLIES	5807A	04/12/2004			31.00
			CONSB3 REIMB LUFKIN					43.88
SOFTWARE GROUP INC., TH 2					04/12/2004			328.00
SOFTWARE GROUP INC., TH 2					04/12/2004			2,189.00
SOFTWARE GROUP INC., TH 2					04/12/2004			12,686,25
		OFFICE SUPPLIES	FILE CABINET		04/12/2004			758.00
	004 010-440-007		DP-COPY PAPER		03/30/2004			105.00
		OFFICE SUPPLIES	TCT		03/31/2004			8.82
		OFFICE SUPPLIES	TCA INDEX CARDS	990770	04/05/2004			5.08
		OFFICE SUPPLIES	OFFICE SUPPLIES	9888560	04/08/2004			7.69
		OFFICE SUPPLIES	OFFICE SUPPLIES	988560-1	04/08/2004			23.75
		OFFICE SUPPLIES	OFFICE SUPPLIES	990054	04/08/2004			7.48
		OFFICE SUPPLIES	OFFICE SUPPLIES	990054-1	04/08/2004			28.28
		OFFICE SUPPLIES	TCA CANON TAPES	991616	04/13/2004			27.92
		REPAIRS TO COURTH		03242004	04/08/2004			211.67
	004 010-427-010 004 010 427 034		TCSO	03192004	04/15/2004			87.34
		PRISONER MEALS	TCSO 819219	403300461	04/13/2004			698.23
		PRISONER MEALS PRISONER MEALS	TCS0 819219 TCS0 819219	403090471 403020536	04/13/2004			685.30
		PRISONER MEALS	TCSO 819219	403020338 403230575	04/13/2004			675.19 695.31
		PRISONER MEALS	TCSO 819219	403230373	04/13/2004			673.31 53.35
		PRISONER MEALS	TCSO 819219		04/13/2004			703.58
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			2,604.36
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					1,736.24
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					1,302.18
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					434.06
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					434.06
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					434.06
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					434.06
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS					1,099.54
TAC HEALTH BENEFITS POO 2	004 010-428-004	HOSPITALIZATION	TAC HEALTH BENEFITS					434.06
TAC HEALTH BENEFITS POO 2	004 010-429-004	HOSPITALIZATION	TAC HEALTH BENEFITS	04162004CONS	04/14/2004	04/16/2004		434.06
TAC HEALTH BENEFITS POO 2	004 010-419-004	HOSPITALIZATION	TAC HEALTH BENEFITS	AQ40056140	04/14/2004	04/16/2004		2,010.26
TAC HEALTH BENEFITS POO 2	004 010-420-004	HOSPITALIZATION	TAC HEALTH BENEFITS	04162004TA	04/14/2004	04/16/2004		2,878.38
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS	04162004CJ	04/14/2004	04/16/2004	1	1,259.60
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004	04/16/2004		868.12
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			868.12
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			9,940.80
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			3,038.42
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			434.06
TAC HEALTH BENEFITS POD 2			TAC HEALTH BENEFITS		04/14/2004			848.12
TAC HEALTH BENEFITS POO 2			TAC HEALTH BENEFITS		04/14/2004			434.06
TELSTAR SPECIALTY PRODU 2	004 010-442-007	JANITURS SUPPLIES	LINERS, MOP HEADS	2015	04/08/2004	04/16/2004		161.50

VENDOR NAME	ACI	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
TELSTAR SPECIALTY PRODU	2004	010-442-007	JANITORS SUPPLIES	SAFETY @	2032	04/08/2004	04/16/2004		57.90
TELSTAR SPECIALTY PRODU				TCSO	2098		04/16/2004		273,40
TELSTAR SPECIALTY PRODU				TCSO	2030		04/16/2004		227.35
TEXAS DEPARTMENT OF HEA	2004	010-402-009	TELEPHONE	TCC C7000008	B040208		04/16/2004		69.54
THE UNIVERSITY OF TEXAS	2004	010-402-012	TRAINING & EDUCAT	TCC COO4 CONT ED	04162004		04/16/2004		175.00
TIMBERLINE NURSERY, INC					10415		04/16/2004		26.90
TIMBERLINE NURSERY, INC					10403		04/16/2004		174.50
TIMBERLINE NURSERY, INC					10166		04/16/2004		175.80
TIMBERMANS SUPPLY			REPAIRS TO COURTH		3151		04/16/2004		52.32
			REPAIRS TO COURTH		165911		04/16/2004		9.95
TIMBERMANS SUPPLY				BLADE INSTALLATION		04/08/2004			7.70 5.95
TIMBERMANS SUPPLY			REPAIRS TO COURTH						
TROOPER SUPPLY INC		010-426-041		TCSO 24 CAPS		04/08/2004			21.99
TYLER COUNTY BOOSTER		010-401-013		NTB PCT4,LOWBOY,2 F		04/12/2004			311.76
									154.50
TYLER COUNTY BOOSTER				TCSO-FOUND BROWN CO					17.50
TYLER COUNTY BOOSTER			OFFICE SUPPLIES	TCT ENVELOPES	03312004		04/16/2004		50.18
				PN RUN OFF ERLY VTG					145.50
TYLER COUNTY BOOSTER			ADVERTISING	R&B PETRO, SO PU,CA					117.00
TYLER COUNTY HOSPITAL			MISCELLANEOUS EXP			04/06/2004			55.00
TYLER COUNTY HOSPITAL			MISCELLANEOUS EXP			04/06/2004			55.00
TYLER COUNTY TRACTOR			JAIL SUPPLIES	TCSO-DECK DR BELT S		04/12/2004			155.48
U PUMP IT			GAS, DIL, GREASE			04/12/2004			3,569.68
U PUMP IT				TCS0-2831381		04/12/2004	04/16/2004		601.19
U. S. MARSHALL PRISONER						04/13/2004	04/16/2004		1,263.72
		010-405-009		VS 429-0968		04/15/2004	04/16/2004		164.08
VIKING OFFICE PRODUCTS				TCA 1012016	549225	03/30/2004	04/16/2004		59.92
			OFFICE SUPPLIES			03/30/2004	04/16/2004		22.47
VIKING OFFICE PRODUCTS			OFFICE SUPPLIES	TCS0-929434	568010	04/12/2004	04/16/2004		54.86
	2004	010-440-007	SUPPLIES	TCSO-PRINTER CTG	568010A	04/12/2004			-77.97
VIKING OFFICE PRODUCTS		010-440-007		TONER	513704	04/12/2004	04/16/2004		181.47
VIKING OFFICE PRODUCTS	2004	010-420-007	OFFICE SUPPLIES	RED CALCULATOR RIBB	574004	04/12/2004	04/16/2004		35.50
VIKING OFFICE PRODUCTS	2004	010-420-007	OFFICE SUPPLIES	OFFICE SUPPLIES	573735	04/12/2004	04/16/2004		85.22
VIKING OFFICE PRODUCTS	2004	010-440-007	SUPPLIES	CARTRIDGE, DISCS	601168	04/12/2004	04/16/2004		45.39
VIKING OFFICE PRODUCTS	2004	010-420-007	OFFICE SUPPLIES	OFFICE SUPPLIES	601168A	04/12/2004	04/16/2004		29.34
VIKING OFFICE PRODUCTS	2004	010-402-007	OFFICE SUPPLIES	TCC 2203117	520123	04/13/2004	04/16/2004		14.86
VIKING OFFICE PRODUCTS	2004	010-401-050	ELECTION EXPENSE	TCC 2203117	520123E	04/13/2004	04/16/2004		179.96
WALMART COMMUNITY	2004	010-442-010	REPAIRS TO COURTH	INFLATER, FIREANT	006478	04/12/2004	04/16/2004		15.16
WALMART COMMUNITY	2004	010-442-007	JANITORS SUPPLIES	JANITORIAL SUPPLIES	006967	04/12/2004	04/16/2004		57.88
WALMART COMMUNITY	2004	010-442-007	JANITORS SUPPLIES	JANITORIAL SUPPLIES	007138	04/12/2004	04/16/2004		17.97
WALMART COMMUNITY	2004	010-442-010	REPAIRS TO COURTH	INSECTIDE	007375	04/12/2004	04/16/2004		11.24
WALMART COMMUNITY	2004	010-442-007	JANITORS SUPPLIES	JANITORIAL SUPPLIES	007941	04/12/2004	04/16/2004		19.88
WALMART COMMUNITY	2004	010-442-007	JANITORS SUPPLIES	JANITORIAL SUPPLIES	008480	04/12/2004	04/16/2004		16.72
	2004	010-442-010	REPAIRS TO COURTH	MISC SUPPLIES		04/12/2004			45.24
WALMART COMMUNITY			REPAIRS TO COURTH			04/12/2004			9.79
	2004	010-442-010	REPAIRS TO COURTH	MILL FILE		04/12/2004	04/16/2004		4.97
WALMART COMMUNITY			REPAIRS TO COURTH			04/12/2004			4.97
				MISC SUPPLIES		04/12/2004			27.74
WALMART COMMUNITY			JANITORS SUPPLIES			04/12/2004			3.48
WALMART COMMUNITY			OFFICE SUPPLIES			04/12/2004			26.43
WALMART COMMUNITY				TCSO 60322020005878		04/12/2004			43.50
_				TCC 603220200776899			04/16/2004		7.61
				LABOR, CAULK	003010		04/16/2004		108.00
WOODVILLE GLASS	2004	010-424-020	REPAIRS TO USHICI	TCSO UNIT #09		04/12/2004			30.00
WOODVILLE GLASS	2004	010-404-000	SEBVIBG TO AFRICE	TCSO UNIT #14	2182				300.00
WOODVILLE VETERINARY CL	2004	010-424-022	ANTHAL CONTROL	TOSA- FARIT ALA	265 M	04/12/2004			124.80
MOODALEES AETENIMUNI PE	レリリオ	VIV TEU-VEG	MATIME GUMINUL	iouu iun an nu; un	www ff	V I I L I L V V T	ONFAUTEVVT.		14.11.00

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**GENERAL FUND** 

#### V/P CLAIMS LIST

VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT XEROX CORPORATION 2004 010-407-007 OFFICE SUPPLIES TCDC 668113889 001133823 04/12/2004 04/16/2004 124.00 2004 010-440-007 SUPPLIES DP 48107294 485728311 03/31/2004 04/16/2004 406.36 2004 010-427-010 JAIL SUPPLIES TCS0-48107295 485573911 04/12/2004 04/16/2004 461.60 2004 010-427-010 JAIL SUPPLIES TCS0-48107295 485728411 486.20

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE: DATE TBP PO NO	AMOUNT
BOYKIN LUMBER & SUPPLY	2004 021-451-02	3 MÁCHINERY MAINTEN	PARTS	4324	04/12/2004 04/16/2004	11.40
DURHAM AUTO ELECTRIC	2004 021-451-02	MACHINERY MAINTEN	CONNECTOR, BREAKER	678941	04/12/2004 04/16/2004	385.12
EAST TEXAS ASPHALT CO.	2004 021-451-03	ROAD MATERIAL	ROAD MATERIAL	70293	04/12/2004 04/16/2004	249.76
EAST TEXAS ASPHALT CO.	2004 021-451-03	ROAD MATERIAL	ROAD MATERIAL	70294	04/12/2004 04/16/2004	368.83
EAST TEXAS ASPHALT CO.	2004 021-451-03	ROAD MATERIAL	ROAD MATERIAL	68932	04/12/2004 04/16/2004	298.76
EAST TEXAS ASPHALT CO.	2004 021-451-03	ROAD MATERIAL	ROAD MATERIAL	70037	04/12/2004 04/16/2004	327.63
ECONO SIGN & BARRICADE	2004 021-451-03	ROAD MATERIAL	SIGNS	872804	04/12/2004 04/16/2004	123.14
ENGLISH TRUCK & TRAILER	2004 021-451-020	MACHINERY MAINTEN	PTO CABLE	030504	04/12/2004 04/16/2004	140.11
ETOX, INC.	2004 021-451-02	3 MACHINERY MAINTEN	OXYGEN, ACETELENE	25271	04/12/2004 04/16/2004	105.00
GARDNER OIL, INC.	2004 021-451-046	CONTRACT LABOR	FUEL	67100	04/12/2004 04/16/2004	45.00
GARDNER OIL, INC.	2004 021-453-04	FURCHASE OF EQUIP	FUEL PUMP	66965	04/12/2004 04/16/2004	535.00
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	FUEL	033104	04/12/2004 04/16/2004	1,801.10
HILLISTER TRACTOR	2004 021-451-02	I MACHINERY MAINTEN	FITTINGS, CABLE TIE	R12675	04/12/2004 04/16/2004	1,248.04
HILLISTER TRACTOR	2004 021-451-020	MACHINERY MAINTEN	BOLT EDGE, NUT EDGE	12755	04/12/2004 04/16/2004	298.29
HILLISTER TRACTOR			BLADE REMOVAL, INSE	R12668	04/12/2004 04/16/2004	1,383.73
INTERNATIONAL MILL SERV	2004 021-451-03	ROAD MATERIAL	ROAD MATERIAL	187171	04/12/2004 04/16/2004	1,609.87
INTERNATIONAL MILL SERV			ROAD MATERIAL	187737	04/12/2004 04/16/2004	348.23
INTERNATIONAL MILL SERV			ROAD MATERIAL	187610	04/12/2004 04/16/2004	576.79
INTERNATIONAL MILL SERV				188031	04/12/2004 04/16/2004	201.38
JASPER FARM & RANCH SUP				0446220	04/12/2004 04/16/2004	18.10
JASPER FARM & RANCH SUP	2004 021-451-020	MACHINERY MAINTEN	COIL	0446564	04/12/2004 04/16/2004	39.90
JERRYS SAW SHOP	2004 021-451-020	I MACHINERY MAINTEN	SHARPEN CHAIN	8798	04/12/2004 04/16/2004	5.00
JOHNNY'S AIR CONDITIONI	2004 021-451-02	MACHINERY MAINTEN	ICE MAKER REPAIR	4944	04/12/2004 04/16/2004	215.00
MODICA BROS.	2004 021-451-030	TIRES, TUBES	FLAT REPAIR	₩18055	04/12/2004 04/16/2004	4.00
MOTT WHOLESALE, INC.	2004 021-451-02	MACHINERY MAINTEN	BALDWIN	114863	04/12/2004 04/16/2004	8.15
MOTT WHOLESALE, INC.	2004 021-451-020	MACHINERY MAINTEN	RAKE	115071	04/12/2004 04/16/2004	5.49
PAPER WORKS PRINTING	2004 021-451-04	) MISCELLANEOUS SUP	LOG STICKER PERMITS		04/12/2004 04/16/2004	46.79
SCHRECK, TED TRUCKING	2004 021-451-03		SLAG DELIVERY	7699	04/12/2004 04/16/2004	2,375.00
STAPLES CREDIT PLAN	2004 021-451-04	) MISCELLANEOUS SUP	PCT1 79723600000062		04/13/2004 04/14/2004	12.71
SULLIVANS HARDWARE		ROAD MATERIAL	SHOVEL, SIGNS, RAKE		04/12/2004 04/16/2004	50.66
TAC HEALTH BENEFITS POO					04/14/2004 04/16/2004	3,509.90
TEXAN AUTOMOTIVE		) MACHINERY MAINTEN		12311	04/12/2004 04/16/2004	12.50
TRIAD OFFICE SOLUTIONS				39963	04/12/2004 04/16/2004	54.25
TYLER COUNTY PARTS, INC				310323	04/12/2004 04/16/2004	2.27
TYLER COUNTY PARTS, INC	2004 021-451-02	3 MACHINERY MAINTEN	OIL FILTER	311018	04/12/2004 04/16/2004	7.74

16,506.84

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A-1 WRECKER & STORAGE	2004 022-451-028	MACHINERY MAINTEN	TOWING	9401	04/06/2004	04/16/2004		85.00
ALEXANDER, JACK ROAD CO			FLEX BASE	13410		04/16/2004		270,27
ALEXANDER, JACK ROAD CO			FLEX BASE	13388		04/14/2004		1,048.70
CUSTOM PRODUCTS RESEARC			GEAR OIL	9260	04/06/2004	04/16/2004		504.00
ELITE ROCK/TEXAS BANK &			ROAD BASE	042001045A	04/06/2004	04/16/2004		1,620.00
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	GASOLINE	66857		04/16/2004		550.00
		GAS, DIL, GREASE	GASOLINE, DIESEL	66972	04/06/2004	04/16/2004		954.50
	2004 022-451-029	GAS, DIL, GREASE	DIESEL	66974	04/06/2004	04/16/2004		521.55
	2004 022-451-029	GAS, DIL, GREASE	DIESEL, GASOLINE	67094	04/06/2004	04/16/2004		993.50
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	DIESEL	67095	04/06/2004	04/16/2004		350.70
GREVEMBERG COMMUNICATIO	2004 022-453-045	PURCHASE OF EQUIP	RADIO, ANTENNA	2324	04/06/2004	04/14/2004		448.00
GREVEMBERG COMMUNICATIO	2004 022-453-045	PURCHASE OF EQUIP	RADIO KNOBS	2478	04/06/2004	04/16/2004		15.30
GULF WELDING	2004 022-451-028	MACHINERY MAINTEN	PCT2 OXYGEN, ACETYL	33934	04/06/2004	04/16/2004		31.50
HARBOR FREIGHT TOOLS	2004 022-453-045	PURCHASE OF EQUIP	DRILL	0251287	04/06/2004	04/16/2004		142.79
HARBOR FREIGHT TOOLS	2004 022-453-045	PURCHASE OF EQUIP	GLOVES, RATCHET	0248364	04/06/2004	04/16/2004		248.95
HENSARLINGS TIRE CENTER	2004 022-451-030	TIRES, TUBES	TIRES, TUBES	86520	04/06/2004	04/16/2004		375.00
HENSARLINGS TIRE CENTER	2004 022-451-030	TIRES, TUBES	TIRES, TUBES	84891A	04/06/2004	04/16/2004		311.53
HILLISTER TRACTOR	2004 022-451-028	MACHINERY MAINTEN	CUTTING YARD	12817	04/06/2004	04/16/2004		125.45
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3277	04/06/2004	04/16/2004		210.78
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3278	04/06/2004	04/16/2004		203.66
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3279	04/04/2004	04/16/2004		215.87
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3280	04/06/2004	04/16/2004		200.76
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3281	04/06/2004	04/16/2004		228.17
LACY, W D	2004 022-451-032	ROAD MATERIAL	ROAD BASE	3282	04/04/2004	04/16/2004		225.58
PAPER WORKS PRINTING	2004 022-451-028	MACHINERY MAINTEN	LOG PERMIT STICKERS	25640	04/06/2004	04/16/2004		46.77
PARKER'S DO IT CENTER	2004 022-451-031	CULVERTS	CULVERT, ROPE	6068351	04/06/2004	04/16/2004		202.37
REGIONS INTERSTATE BILL				11443	04/06/2004	04/16/2004		458.81
SMITH AND BARNHART	2004 022-451-035		PCT2 PAGER	042004		04/16/2004		27.80
TAC HEALTH BENEFITS POO					04/14/2004	04/16/2004		2,170.30
TIMBERMANS SUPPLY		MACHINERY MAINTEN	•	166056	04/06/2004	04/16/2004		25.08
TIMBERMANS SUPPLY		MACHINERY MAINTEN	•	166128	04/06/2004	04/16/2004		58.10
TIMBERMANS SUPPLY		MACHINERY MAINTEN		166833		04/16/2004		65.67
TIMBERMANS SUPPLY		MACHINERY MAINTEN		166962	04/06/2004	04/16/2004		1.75
			PCT2 COMPUTER REPAI			04/16/2004		56.25
TUCKER MACHINE & WELDIN				307489		04/16/2004		80.00
TYCO GENERAL FEED & RAN				215456		04/16/2004		75.00
TYLER COUNTY PARTS, INC				310424		04/16/2004		106.74
TYLER COUNTY PARTS, INC				310524		04/16/2004		92.57
TYLER COUNTY PARTS, INC			· · · · · · · · · · · · · · · · · · ·	311787		04/16/2004		23.76
TYLER COUNTY PARTS, INC				312063		04/16/2004		21.99
TYLER COUNTY PARTS, INC				312562		04/16/2004		6.86
TYLER COUNTY PCT I	2004 022-448-001		PCT2 SAL	12452		04/16/2004		374.00
TYLER COUNTY PCT I			PCT2 SS	1245255		04/16/2004		18.85
	2004 022-448-003		PCT2 RET	12452RET		04/16/2004		30.44
TYLER COUNTY PCT I		HOSPITALIZATION		12452HOSP		04/16/2004		108.51
TYLER COUNTY PCT I			PCT2 LIFE	12452L1FE		04/14/2004		3.74
TYLER COUNTY PCT I		WORKERS COMPENSAT		12452WC		04/16/2004		.91
TYLER COUNTY PCT I		UNEMPLOYMENT INSU		12452UNEMP		04/16/2004		1.53
U PUMP IT		GAS, OIL, GREASE	•	20611		04/16/2004		75.67
WALMART COMMUNITY	CVV4 VCC-431-040	MISCELLANEOUS SUP	UTTILE DUTTLIED	009413	V4/V0/CUV4	04/14/2004		10.66

14,035.67

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ALEXANDER, JACK ROAD CO	2004 023-451-038	ROAD MATERIAL	PCT 3 ROAD MATERI	13432	04/13/2004	04/16/2004		211.05
ALEXANDER, JACK ROAD CO			PCT 3 ROAD MATERI			04/16/2004		462.96
BIG FOUR, INC.	2004 023-451-038	ROAD MATERIAL	PCT 3 ROAD MATERI	003225879		04/16/2004		170.35
	2004 023-451-032		PCT 3 ROAD MATERI	00325896	04/13/2004	04/16/2004		414,00
	2004 023-451-032		PCT 3 ROAD MATERI		04/13/2004	04/16/2004		414.00
BIG FOUR, INC.	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		138.00
BIG FOUR, INC.	2004 023-451-038		PCT 3 ROAD MATERI			04/16/2004		00.861
BIG FOUR, INC.	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		414.00
BIG FOUR, INC.	2004 023-451-038		PCT 3 ROAD MATERI			04/16/2004		276.00
BIG FOUR, INC. BIG FOUR, INC.	2004 023-451-032 2004 023-451-032		PCT 3 ROAD MATERI PCT 3 ROAD MATERI			04/16/2004		552.00
BIG FOUR, INC.	2004 023-451-032		PCT 3 ROAD MATERI PCT 3 ROAD MATERI			04/16/2004		414.00 414.00
BIG FOUR, INC.	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004 04/16/2004		276.00
BIG FOUR, INC.	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		
BIG FOUR, INC.	2004 023-451-032					04/16/2004		276.00
DOGWOOD OIL & LUBE EXPR						04/16/2004		12.50
DOGWOOD OIL & LUBE EXPR						04/16/2004		12.50
EAST TEXAS ASPHALT CO.				68797		04/16/2004		197.68
EAST TEXAS ASPHALT CO.	2004 023-451-032	ROAD MATERIAL	PCT 3 ROAD MATERI	69656		04/16/2004		424.72
EAST TEXAS ASPHALT CO. ECONO SIGN & BARRICADE	2004 023-451-032	ROAD MATERIAL	"DEAD END" SIGNS	872847		04/16/2004		40.05
ELITE ROCK/TEXAS BANK &			PCT 3 ROAD MATERI	042001101	04/13/2004	04/16/2004		769.50
GARNER, CURTIS M MD	2004 023-451-040	MISCELLANEOUS SUP	PCT 3 MILNER (#118	1185M	04/13/2004	04/16/2004		68,40
GREVEMBERG COMMUNICATIO	2004 023-451-028	MACHINERY MAINTEN	PCT 3	2510	04/13/2004	04/16/2004		25.00
GREVEMBERG COMMUNICATIO	2004 023-451-028	MACHINERY MAINTEN	PCT 3 RADIO PARTS	2477	04/13/2004	04/16/2004		7.65
GREVEMBERG COMMUNICATIO	2004 023-451-028	MACHINERY MAINTEN	PCT 3 RADIO PARTS	2507	04/13/2004	04/16/2004		25.00
HENSARLINGS TIRE CENTER			PCT 3	86265	04/13/2004	04/16/2004		116.00
HENSARLINGS TIRE CENTER				86627		04/16/2004		465.90
HENSARLINGS TIRE CENTER		•	PCT 3	86891		04/16/2004		370.00
HENSARLINGS TIRE CENTER			PCT 3	86938		04/16/2004		228.00
HENSARLINGS TIRE CENTER				86981-C		04/16/2004		311.52
HENSARLINGS TIRE CENTER			PCT 3	86560		04/16/2004		85.00
HILLISTER TRACTOR		MACHINERY MAINTEN	PCT 3 ROAD MATERI	R12779		04/16/2004		1,045.49
LACY, W D LACY, W D	2004 023-451-032 2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004 04/16/2004		1,367.82 1,286.17
LACY, W D	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		1,238.74
LACY, W D	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		4,528.24
LACY, W D	2004 023-451-032		PCT 3 ROAD MATERI			04/16/2004		2,710.39
MARTINS TRU-VALUE HOWE.				11974		04/16/2004		54.91
MUSTANG TRACTOR	2004 023-451-032		PCT 3 PUMP	1424398		04/16/2004		182.69
MUSTANG TRACTOR	2004 023-451-032		PCT 3 PARTS	1425192		04/16/2004		9.36
MUSTANG TRACTOR	2004 023-451-032		PCT 3 PARTS	1425191	04/13/2004	04/16/2004		499.48
MUSTANG TRACTOR	2004 023-451-032	ROAD MATERIAL	PCT 3 PARTS	1426002	04/13/2004	04/16/2004		542.65
PAPER WORKS PRINTING	2004 023-451-040	MISCELLANEOUS SUP	PCT 3 TRUCK PERMI	25640-3	04/13/2004	04/16/2004		46.79
PARKER'S DO IT CENTER		MACHINERY MAINTEN		6064995		04/16/2004		234.70
PARKER'S DO IT CENTER		MACHINERY MAINTEN		6065111		04/16/2004		31.74
REGIONS INTERSTATE BILL				31122L		04/16/2004		86.15
SEXTON, MATTIE M			PCT3 BARN CLEAN 2/2			04/16/2004		35.00
SEXTON, MATTIE M			PCT3 BARN CLEAN 3/5			04/16/2004		35.00
SHEPHERD'S UNIFORM & LI			PCT 3	128167-3		04/16/2004		167.31
STORY-WRIGHT		MISCELLANEOUS SUP		990041		04/16/2004		4.41 49.40
SULLIVANS HARDWARE TAC HEALTH BENEFITS POO		MACHINERY MAINTEN	PCT 3 PARTS TAC HEALTH BENEFITS	03282004 04142004PCT3		04/16/2004		3,038.42
THOMAS SUPPLY, INC.	2004 023-451-031		PCT 3 CULVERTS	189185		04/16/2004		1,231.20
TIMBERMANS SUPPLY		MACHINERY MAINTEN		165895		04/16/2004		26.24
TIMBERMANS SUPPLY		MACHINERY MAINTEN		166524		04/16/2004		28.64
, enemining was the				and the second s	- 1. 201CVVT	231 701 FRAT		water.

TI 9MU9 U

TYLER COUNTY PARTS, INC 2004 023-451-028 MACHINERY MAINTEN MAINTENANCE

TYLER COUNTY PARTS, INC 2004 023-451-031 CULVERTS

TRUCK & EQUIPMENT REPAI 2004 023-451-028 MACHINERY MAINTEN PCT 3 PARTS/REPAIR 6472

2004 023-451-029 GAS, DIL, GREASE PCT 3 FUEL

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

7052M

20609

04/13/2004 04/16/2004

04/13/2004 04/16/2004

04/13/2004 04/16/2004

04/13/2004 04/16/2004

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
TIMBERMANS SUPPLY TIMBERMANS SUPPLY		MACHINERY MAINTEN MACHINERY MAINTEN		166685 166776	04/13/2004 04/13/2004		82.58 47.95

CULVERTS

31,489.90

45.00

2,354.19

119.13

17.97

NEL NEGATION ( NOT) CONTROLLOGY TO CONTROLL TO BE INTO									
VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT		
BIG FOUR, INC.	2004 024-451-038	ROAD MATERIAL	PCT4 R BASE	00325983	04/07/2004	04/16/2004	1,265.04		
BIG FOUR, INC.	2004 024-451-036	ROAD MATERIAL	PCT4 R BASE	00326004	04/07/2004	04/16/2004	2,530.08		
BIG FOUR, INC.	2004 024-451-03	ROAD MATERIAL	PCT4 R BASE	00325969	04/07/2004	04/16/2004	2,530.08		
BIG FOUR, INC.	2004 024-451-038	ROAD MATERIAL	PCT4 R BASE	00325905	04/07/2004	04/16/2004	743.52		
BIG FOUR, INC.	2004 024-451-03	ROAD MATERIAL	PCT4 R BASE	00325909	04/07/2004	04/16/2004	1,487.04		
EAST TEXAS ASPHALT CO.	2004 024-451-038	ROAD MATERIAL	PCT4 15.18T CPM	68798	04/07/2004	04/16/2004	425.04		
ELITE ROCK/TEXAS BANK &	2004 024-451-03	ROAD MATERIAL	PCT4 203T ROAD BASE	04200110	04/07/2004	04/16/2004	609.00		
ELITE ROCK/TEXAS BANK &	2004 024-451-03	ROAD MATERIAL	PCT4 189L FRT	04200110A	04/07/2004	04/16/2004	1,134.00		
ELLIS TRUCK	2004 024-451-02	3 MACHINERY MAINTEN	PCT4 INSPECTION	120848	04/07/2004	04/16/2004	12.50		
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 (92.00 T CR)	M T146	04/07/2004	04/16/2004	2,631.85		
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	GASOLINE, DIESEL FU	T145M	04/13/2004	04/16/2004	4,808.92		
GRAY'S WHOLESALE TIRE	2004 024-451-030	) TIRES, TUBES	PCT4 TIRES	939966	04/07/2004	04/16/2004	1,164.29		
GRAY'S WHOLESALE TIRE	2004 024-451-03	) TIRES, TUBES	PCT4 TST BIAS	939965	04/07/2004	04/16/2004	4.30		
GREVEMBERG COMMUNICATIO	2004 024-451-021	B MACHINERY MAINTEN	PCT4 CLNED COROSION	2457	04/07/2004	04/16/2004	50.00		

ROAD & BRIDGE IV

V/P CLAIMS LIST

VCH101 PAGE 11

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

INVOICE #

VP DATE

DATE TOP PO NO AMOUNT

30,012.43

TYLER CO. RODEO ARENA/FAIRGRND V/P CLAIMS LIST

VCH101 PAGE 12

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO N	TAMOUNT
D AND D PLUMBING SULLIVANS HARDWARE		REPAIRS & MAINTEN	REPAIR OF 2 LEAKS RA LOCKS, KEYS	3414 03312004	04/14/2004 04/15/2004		87.95 30.40
							118.35

COUNTY CLERK RMP

V/P CLAIMS LIST

IMS LIST VCH101 PAGE 13

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

 VENDOR NAME
 ACCOUNT #
 ACCOUNT NAME
 ITEM/REASON
 INVOICE #
 VP DATE
 DATE TBP
 PO NO
 AMOUNT

 BOVERNMENT RECORDS SVC. 2004 031-452-050 RECORDS PRESERVAT TOO NET DATA CORP.
 2004 031-452-050 RECORDS PRESERVATION
 TCC MD SUPPORT MAY 8665
 04/13/2004 04/16/2004 04/16/2004 04/16/2004
 250.00

2,250.00

LIBRARY FUND

#### B V/P CLAIMS LIST

ITMS LIST VCH101 PAGE 14

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	E ITEM/REASON	INVOICE #	VP DATE DATE TBP PO NO	AMOUNT
LEXIS-NEXIS	2004 036-492-05(	LIBRARY BOOK	KS & S TCDA 1134N6	0403102783	04/12/2004 04/16/2004	55.00
WEST GROUP	2004 036-492-050	LIBRARY BOOK	KS & S TCDA 1000705398	188555408	04/07/2004 04/16/2004	183.00
WEST GROUP	2004 036-492-050	LIBRARY BOOM	KS & S LL TX JURIPRUD	630427137	04/14/2004 04/16/2004	139.50
WEST GROUP	2004 036-492-050	LIBRARY BOOK	KS & S LL TX PR V7 DISC	630938255	04/14/2004 04/16/2004	99.75
WEST GROUP	2004 036-492-050	LIBRARY BOOK	KS & S LL TX JUR 3D QTRLY	631334871	04/14/2004 04/15/2004	139.50
WEST GROUP	2004 036-492-050	LIBRARY BOOK	KS & S LL TX JURISPR 3D R	632033132	04/14/2004 04/16/2004	139.50

754.25

T C COLLECTION CENTER

B V/P CLAIMS LIST

VCH101 PAGE 15

6,728.87

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP F	סא סי	AMOUNT
CYPRESS CREEK WATER	2004 037-451-035	UTILITIES	CCTR	235 M	04/13/2004	04/16/2004		39.12
GARDNER OIL, INC.	2004 037-451-029	GAS, OIL, GREASE	DIESEL	45726		04/16/2004		106.97
GARDNER OIL, INC.		GAS, OIL, GREASE	DIESEL	45798		04/16/2004		87.58
GARDNER OIL, INC.		GAS, DIL, GREASE	FUEL	67113		04/16/2004		118.20
HARDIN COUNTY LANDFILL	2004 037-451-043		FEB 2004	HCLF	04/07/2004			1,870.50
HARDIN COUNTY LANDFILL	2004 037-451-043	CONTAINER HAULS	CCTR MARCH STMT		04/13/2004			3,415.50
SULLIVANS HARDWARE	2004 037-451-040	MISCELLANEOUS SUP	MAINTENANCE		04/07/2004			37.74
SULLIVANS HARDWARE	2004 037-451-040	MISCELLANEOUS SUP	MAINTENANCE		04/07/2004			40.50
TAC HEALTH BENEFITS POO	2004 037-448-004	HOSPITALIZATION	TAC HEALTH BENEFITS	04162004CCTR	04/14/2004	04/16/2004		434.06
TIMBERMANS SUPPLY		MACHINERY MAINTEN		166958	04/07/2004			8.08
TRIANGLE CLUTCH REBUILD	2004 037-451-028	MACHINERY MAINTEN	ACCT #2588	137066	04/07/2004	04/16/2004		200.00
TRUCK & EQUIPMENT REPAI	2004 037-451-028	MACHINERY MAINTEN	CCTR REPAIR CLUTCH,	6473	04/07/2004	04/16/2004		350.00
TYLER COUNTY PARTS, INC	2004 037-451-028	MACHINERY MAINTEN	CABLE TIE	311136	04/07/2004	04/16/2004		4.99
WALMART COMMUNITY	2004 037-451-040	MISCELLANEOUS SUP	TCCC SUPPLIES		04/07/2004			15.63

**VENDOR NAME** 

KORIOTH, SUE

U PUMP IT

MEREDITH, WAYNE

C D A FEES

TYLER COUNTY GENERAL FU 2004 050-492-005 MISCELLANEOUS

2004 050-492-005 MISCELLAMEDUS

2004 050-492-005 MISCELLANEOUS

#### V/P CLAIMS LIST

TCDA 2831468

VCH101 PAGE 16

04/07/2004 04/16/2004 ...

04/07/2004 04/16/2004

04/07/2004 04/16/2004

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

TRUCK REGISTRATION- 03162004

DEPT TRUCK INSURANC 03242004

ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMMINT
		<b>-</b> · <b>-</b> · · · · · · · · · · · · · · · · · · ·				
2004 050-492-00	5 MISCELLANEOUS	NO 8990,8991,9049	KISER	04/07/2004	04/16/2004	1,750.76

20561

112.98 2,351.68

60.94

427.00

04/15/2004 13:13:43 ADULT PROBATION B V/P CLAIMS LIST VCH101 PAGE 17

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO I	TAUDHA OV
ACCU CHEM LABORATORIES	2004 053-437-007	CCP SUPPLIES & OP	SCREEN	525941	04/13/2004	04/16/2004	11.00
AMERICAN EXPRESS	2004 053-437-015	TRAVEL/FURNISHED	CSCD	37834315280A	04/13/2004	04/16/2004	6.61
AMERICAN EXPRESS	2004 053-451-009	UTILITIES	CSCD	37834315280B	04/13/2004	04/16/2004	14.95
CIMA COMPANIES INC, THE	2004 053-437-014	CCP CONTRACT SERV	LIABILITY INSURANCE	C1M049422	04/13/2004	04/16/2004	1,647.00
CORRECTIONS SOFTWARE CO	2004 053-451-018	PROFESSIONAL FEES	CSCD COMPUTER PROGR	107819	04/13/2004	04/16/2004	930.00
MINOLTA CORPORATION	2004 053-437-007	CCP SUPPLIES & OP	CSCD 21784	E081579900	04/13/2004	04/16/2004	93.76
MUSIC MOUNTAIN WATER CO	2004 053-437-007	CCP SUPPLIES & OP	WATER/EQUIPMENT REN	51092000M1	04/13/2004	04/16/2004	29.10
PATTILLO BROWN & HILL L	2004 053-451-016	PROFESSIONAL FEES	TCAP ANNUAL AUDIT	13916A	03/31/2004	04/16/2004	1,300.00
STORY-WRIGHT	2004 053-437-007	CCP SUPPLIES & OP	OFFICE SUPPLIES	990972	04/13/2004	04/14/2004	34.16
STORY-WRIGHT	2004 053-437-007	CCP SUPPLIES & OP	OFFICE SUPPLIES	990946	04/13/2004	04/16/2004	6.30
STORY-WRIGHT	2004 053-437-007	CCP SUPPLIES & OP	OFFICE SUPPLIES	989234	04/13/2004	04/16/2004	66.50
STORY-WRIGHT	2004 053-437-007	CCP SUPPLIES & OP	INK CARTRIDGES	990754	04/13/2004	04/16/2004	224.13
STORY-WRIGHT	2004 053-437-007	CCP SUPPLIES & OP	OFFICE SUPPLIES	990754A	04/13/2004	04/16/2004	11.15
TAC HEALTH BENEFITS POO	2004 053-451-004	HOSPITALIZATION	TAC HEALTH BENEFITS	04162004AP	04/14/2004	04/16/2004	2,995.84
VERIZON WIRELESS	2004 053-437-010	UTILITIES	CSCD 4290805 (LAWLI	0511035976	04/13/2004	04/16/2004	61.46
XPEDX	2004 053-437-007	CCP SUPPLIES & OP	SUPPLIES	N485469811A	04/13/2004	04/16/2004	154.52
XPEDX	2004 053-451-007	SUPPLIES & OPERAT	SUPPLIES	N485469811B	04/13/2004	04/16/2004	290.30
							the one was not told that the old win win him plan alon

7,876.78

JUVENILE PROBATION

V/P CLAIMS LIST

VCH101 PAGE 18

ALL RECORDS FROM 04/16/2004 TO 04/16/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
OFFICE MAX CREDIT PLAN	2004 054-437-007	ISP-OFFICE SUPPLI	CHAIRMAT, CHAIR	420J065	04/12/2004	04/16/2004	71.98
OFFICE MAX CREDIT PLAN	2004 054-437-007	ISP-OFFICE SUPPLI	OFFICE SUPPLIES-TCJ	4398J061	04/12/2004	04/16/2004	4.79
STAMPS OFFICE SUPPLY	2004 054-437-007	ISP-OFFICE SUPPLI	FOLDER INSERTS	048047	04/12/2004	04/16/2004	23.74
TAC HEALTH BENEFITS POO	2004 054-451-004	HOSPITALIZATION	TAC HEALTH DENEFITS	04162004JU	04/14/2004	04/16/2004	848.12
TAC HEALTH BENEFITS POO	2004 054-437-004	ISP HOSPITALIZATI	TAC HEALTH BENEFITS	04162004JUV	04/14/2004	04/16/2004	434.06
WALMART COMMUNITY	2004 054-437-007	ISP-OFFICE SUPPLI	OFFICE SUPPLIES	007044	04/12/2004	04/1/4/2004	21.00
						i i	gang till sagai gang yang lilia silia sila sagai sagai lilia dala paga
							1,423.69

TOTAL VOUCHERS

255,093.73

## TYLER COUNTY FUNDS RECONCILED BANK BALANCES FOR THE MONTH ENDED MARCH 31, 2004

COU	NTY	TREA	ASURER

Treasurer's Account #076-927	¢ 2 572 465 74	
	\$ 3,573,465.74	
Jail I & S Account #076-919	46,263.01	
COPS in Schools - Spurger ISD #085-522	2.32	
VAW Special Prosecutor Grant #085-225	6,926.72	
CVA Coordinating Team Grant #085-423	14,634.56	
On Site Sewer Grant #085-886	0.00	
Payroll Account #076-935	0.00	
Collection Center Special Trust Account #085-233	2,183.74	\$ 3,643,476.09
COUNTY CLERK		
Fee Account #076-950	\$ 24,773.02	
Trust Account #076-968	28.553.77	52 226 70
Trust Account #070-908		53,326.79
CRIMINAL DISTRICT ATTORNEY	•	
Forfeiture Account #623-173	\$ Unavailable	
C. D. A. Investigative Training Account #883-998	Unavailable	0.00
C. D. H. Mresagative Franking (1996)	<u> </u>	0,00
DISTRICT CLERK		
Fee Account #024-513	\$ 18,394.78	
Trust Account #024-505	51.935.25	
Child Support Account #024-497	16.15	70,346.18
JUSTICE OF PEACE, PCT. 1		
Bond Account 1084-64	Spare no	$(\mathcal{H}_{\mathcal{F}},\mathcal{H}_{\mathcal{F}})$
SHERIFF		
Fee Account #082-081	\$ 7.00	
Cash Bond #082-073	15,250.00	
Commissary Account #082-412	45,204.30	
Activities League Account #082-586	41.45	60,502.75
TAVACCOUNT		
TAX ACCOUNT		
Auto Account #082-057	\$ 110.992.96	
VIT Escrow #083-329	2,601.97	
Tax account #082-040	208,290.68	
Escrow Account #082-032	2,850,83	324,736,44
TOTAL IN BANKS		\$ 4,152,588.25

#### LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: County Extension/General Fund

Date: April 16, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

Expenditures:

Line Item	Budget	Amended	Increase (Decrease)	Additional <u>Revenue</u>
Salaries	\$ 38,952.00	\$ 38,237.00	\$( 715.00)	
Office Supplies	<u>800.00</u>	1,515.00	<u>715.00</u>	

Gardner County Extension Agent - Home

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.

my VIC

Attest County Clerk



#### JEROME P. OWENS County Judge RESOLUTION

STATE OF TEXAS

§

COUNTY OF TYLER

WHEREAS, Tyler County desires to enter into an agreement with the Texas Department of Transportation concerning the installation of load posting signs on bridges within the County;

IT IS THEREBY RESOLVED by the Commissioners' Court of Tyler County to enter into an agreement to take delivery, install and maintain the load posting signs to be provided by the Texas Department of Transportation.

PASSED AND APPROVED this 16th day of April

Jerome Owens, County Judge

C. D. Woodrome, Commissioner Pct. 1

Rusty Hughes, Commissioner Pct. 2

Joe Marshall, Commissioner Pct. 3

Jack Walston, Commissioner Pct. 4

ATTEST:

Donece Gregory, County (

S/N/DY 100 West Bluff Street, No. 102
Original to Mathe

Woodville, Texas 75979

409.283.2141

## RESOLUTION

WHEREAS county government is the oldest form of local government in the United States;

WHEREAS 98 percent of the nation's population reside in counties;

County government in Texas has been a major partner in providing services to citizens since the early Republic days;

WHEREAS there are 254 counties in Texas providing services to their citizens;

WHEREAS counties are on the front line of addressing many of the nation's most critical issues including environmental protection, indigent health care, special assistance to the elderly, job training and public safety;

WHEREAS serving as an elected or appointed county official today requires dedication, hard work and a strong sense of purpose;

WHERE AS the mission of Texas county government is to meet the needs of citizens without placing undue burden on local taxpayers and find solutions that benefit all Texans

NOW THEREFORE BE IT RESOLVED THAT Tyler County Commissioner's Court does hereby declare and resolve the week of April 19-23 is officially recognized as County Government Week in Tyler County.

Approved and affirmed this 16th day of April, 2004.

Gerome Owens, County Judge

National

County Government Week



#### LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
1316A John Redditt Drive (75904)
P. O. BOX 151704 (75915-1704)
LUFKIN, TEXAS
936/639-5040
FAX 936/639-5059

April 12, 2004

Honorable Jerome P. Owens, County Judge Tyler County 102 Courthouse Woodville, Texas 75979

Re: Additional Collection Penalty for Delinquent Tax Collections

Dear Judge Owens:

I appreciate your willingness to consider raising the additional penalty ("attorney fees") for delinquent tax collections from 15% to 20%, pursuant to Section 33.07 of the Texas Property Tax Code. The state law changed in 2001 allowing this increase. I have prepared some brief background notes on the potential fee increase as well as performance and cost data specific to Tyler County. I am hopeful Tyler County will authorize this increase to the additional collection penalty.

As you know, this additional collection penalty is paid by the delinquent taxpayer, not Tyler County, and is to defray the cost of delinquent tax collections that are borne entirely by our law firm. This increase would have no financial impact on Tyler County or its taxing entities. In fact, an increase by Tyler County would add approximately \$2.79 to the average delinquent taxpayer's bill for delinquent 2003 taxes. <sup>1</sup>

The additional 15% penalty has been in effect at the same rate for over 23 years. The increase to 20% was recognized as a "cost of living" increase by the State Legislature to reflect the enormous increase in costs to maintain successful collection programs. Costs of personnel, postage, telephone, rent, computer support, and all other program aspects have more than doubled and tripled over the past two decades.

We have represented Tyler County since 1993. This past year (ending 12/31/03) we collected \$311,399.80 for Tyler County. Due to the large amount collected in the trust property resale of September 2002, however, this amount represents a slight decrease over the previous calendar year where \$335,404.33 was collected. In fact, the September 2002 resale brought in an extra \$8,017 for the county. All together, there were a total of 52 properties sold which generated a total of \$48,700 for all of the taxing jurisdictions. We anticipate another trust property resale

<sup>&</sup>lt;sup>1</sup> Based on a 2003 balance tax due of \$284,777 as of April 6, 2004, divided by 6016 (tot. # of 2003 bills), taking into consideration the application of §33.01 interest after July 1 and based on the difference between 15% and 20%, as provided by §33.07 and §33.08 of the Texas Property Tax Code.

as early as this coming fall. Moreover, our firm has solidified its commitment to Tyler County and its taxing entities by establishing in January of 2001 a fully staffed, local office in Lufkin. Our staff that supports Tyler County TAC includes an attorney, area manager, legal assistant and a receptionist. Our commitment to the Tyler TAC can be evidenced in the collection results we have achieved.

By comparison, collection agencies charge contingency fees ranging from 30-50% for many other types of debt collections (medical, consumer debts, etc.). The fact that delinquent tax collections is a legal collection process, requiring attorney and court involvement every step of the way, makes the costs of delinquent tax collections even higher.

I have included a list of our client taxing jurisdictions that have already approved the increase. This list includes Angelina, Dallas, Harris, Chambers, Fort Bend, Hidalgo, Hood, Hunt, Kaufman, Nueces, Parker, Sabine, Tom Green, Wilson, Wharton, Liberty, Rusk, and Montgomery Counties and continues to grow every day. We appreciate that so many of our clients have amended their contracts to accommodate this change in State Law.

If Tyler County adopts this increase, it will require an amendment to our delinquent tax contract or provisions for the increase to be recited in a new contract, as the case may be, along with a resolution to that effect. I have attached a proposed new contract and resolution for your review. In addition, the May 33.07 Pass-Through Notice will need to be modified in order to notify delinquent taxpayers of the increase. We will also pay for any software programming costs the County might incur to accommodate the change.

We consider it an honor to represent Tyler County and the Tyler County TAC and appreciate your consideration of this matter and willingness to have this matter considered. I look forward to discussing this with you further and answering any questions you may have.

Sincerely.

George J. Walker Attorney at Law

GJW/wjd

cc: Ms. Lynnette Cruse, Tax Assessor-Collector Tyler County 1001 West Bluff Woodville, Texas 75979

## LINEBARGER GOGGAN BLAIR & SAMPSON, LLP TAXING ENTITIES WITH 20% COLLECTION PENALTY (As of APRIL 8, 2004)

#### **ANGELINA COUNTY**

ANGELINA COUNTY CITY OF LUFKIN CENTRAL ISD

#### **CAMERON COUNTY**

RIO HONDO ISD SAN BENITO ISD

#### **CHAMBERS COUNTY**

CHAMBERS COUNTY
CHAMBERS COUNTY HOSPITAL DISTRICT
CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT
CITY OF MONT BELVIEU
TRINITY BAY CONSERVATION DISTRICT

#### **CLAY COUNTY**

CLAY COUNTY
CITY OF BELLEVUE
CITY OF BYERS
BYERS ISD
CLAY CAD
CITY OF HENRIETTA
HENRIETTA ISD
MIDWAY ISD
CITY OF PETROLIA
PETROLIA ISD

#### **DALLAS COUNTY**

DALLAS COUNTY

CITY OF DALLAS

Dallas ISD

DALLAS COUNTY HOSPITAL DISTRICT

Dallas County Junior College District

DALLAS COUNTY SCHOOL EQUALIZATION

DALLAS DOWNTOWN STANDARD PID

DALLAS DOWNTOWN PREMIUM PID

DALLAS UPTOWN STANDARD PID

DALLAS UPTOWN PREMIUM PID

DEEP ELLUM STANDARD PID

PRESTONWOOD STANDARD PID

PRESTONWOOD PREMIUM PID

VICKERY MEADOW STANDARD PID

VICKERY MEADOW PREMIUM PID

CITY OF BALCH SPRINGS

CITY OF CARROLLTON

CITY OF COCKRELL HILL

CITY OF COPPELL

COPPELL ISD

CITY OF DESOTO

CITY OF DUNCANVILLE

**DUNCANVILLE ISD** 

CITY OF GRAND PRAIRIE

FAIRWAY BEND PID

FORUM ESTATES PID

WESTCHESTER PID

GRAND PRAIRIE ISD

CITY OF HUTCHINS

LANCASTER ISD

CITY OF RICHARDSON

CITY OF ROWLETT

CITY OF SEAGOVILLE

CITY OF SUNNYVALE

SUNNYVALE ISD

CITY OF WILMER

#### **DELTA COUNTY**

DELTA CAD

CITY OF COOPER

COOPER ISD

FANNINDEL ISD

#### **DENTON COUNTY**

**DENTON COUNTY LID #01** 

#### **ELLIS COUNTY**

**ELLIS COUNTY** 

#### FORT BEND COUNTY

FORT BEND COUNTY

FORT BEND WATER CONTROL & IMPROVEMENT DISTRICT

FORT BEND COUNTY ESD #01

FORT BEND COUNTY MUD #26

FORT BEND COUNTY WCID #02

CITY OF KENDLETON

KENDLETON ISD

NEEDVILLE ISD

#### **HARRIS COUNTY**

HARRIS COUNTY

CITY OF HOUSTON

HARRIS COUNTY MUD #43, #46

HARRIS COUNTY RFPDs #6, 8, 10, 12, 13, 16, 20, 21, 29, 46, 47, 48

HARRIS COUNTY CIDS #1, 3, 21

HARRIS COUNTY ESDS #2, 3, 5, 7, 9, 28

HARRIS COUNTY FBC ESD #100

HARRIS COUNTY FLOOD CONTROL

HARRIS COUNTY HOSPITAL DISTRICT

HARRIS COUNTY PORT OF HOUSTON AUTHORITY

GREATER EAST END MANAGEMENT DIVISION

HARRIS COUNTY DEPARTMENT OF EDUCATION

HOUSTON COMMUNITY COLLEGE

HOUSTON ISD

CYPRESS-FAIRBANKS ISD

DEER PARK ISD

CITY OF NASSAU BAY

NORTH FOREST ISD

**CITY OF SOUTH HOUSTON** 

CITY OF WEBSTER

#### **HIDALGO COUNTY**

**HIDALGO COUNTY** 

DONNA ISD

**EDCOUCH-ELSA ISD** 

**EDINBURG CISD** 

PHARR-SAN JUAN-ALAMO ISD

VALLEY VIEW CISD

#### **HOOD COUNTY**

HOOD COUNTY

HOOD CAD

CITY OF GRANBURY

**GRANBURY ISD** 

CITY OF LIPAN

LIPAN ISD

CITY OF TOLAR

TOLAR ISD

#### **HUNT COUNTY**

**HUNT COUNTY** 

HUNT COUNTY MEMORIAL HOSPITAL DISTRICT

CITY OF CADDO MILLS

CADDO MILLS ISD

CITY OF CELESTE

CITY OF COMMERCE

**CUMBY ISD** 

CITY OF GREENVILLE

CITY OF HAWK COVE

LONE OAK ISD

CITY OF QUINLAN

WOLFE CITY ISD

#### Kaufman County

KAUFMAN COUNTY

CITY OF CRANDALL

CRANDALL ISD

CITY OF FORNEY

FORNEY ISD

KAUFMAN FIRE DISTRICT NO. 1

KAUFMAN FIRE DISTRICT No. 3

KAUFMAN FIRE DISTRICT No. 6

KAUFMAN ISD

CITY OF KEMP

CITY OF MABANK

MABANK ISD

TOWN OF OAK RIDGE

TERRELL ISD

TRINITY VALLEY COMMUNITY COLLEGE

#### **LIBERTY COUNTY**

CLEVELAND ISD

#### **MONTGOMERY COUNTY**

MONTGOMERY COUNTY

MONTGOMERY COUNTY CO DD #06

Montgomery County ESD #01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 14

MONTGOMERY COUNTY FARM ROAD

MONTGOMERY COUNTY FD #12, 14

MONTGOMERY COUNTY HD

MONTGOMERY COUNTY MUD #08, 09

MONTGOMERY COUNTY PREC #01

MONTGOMERY COUNTY SPEC SCH

MONTGOMERY CO UD #03, 04

CITY OF CONROE

CONROE ISD

CITY OF CHATEAU WOODS

CHATEAU WOODS MUD

**NEW CANEY MUD** 

NORTH HARRIS-MONTGOMERY COMMUNITY COLLEGE DISTRICT

OAK RIDGE MUD

OAK RIDGE NORTH

PATTON VILLAGE

PORTER MUD

CITY OF SHENANDOAH

SOUTH MONTGOMERY CO RD DIST #01

SOUTHERN MONTGOMERY CO MUD

WOODBRANCH VILLAGE

#### **NAVARRO COUNTY**

NAVARRO COUNTY

CITY OF CORSICANA

CORSICANA ISD

CITY OF KERENS

CITY OF GOODLOW

CITY OF RICHLAND

NAVARRO COLLEGE

#### **Nueces County**

**NUECES COUNTY** 

NUECES COUNTY FARM TO MARKET

NUECES COUNTY HOSPITAL DISTRICT

PORT OF CORPUS CHRISTI

CITY OF AGUA DULCE

AGUA DULCE ISD

CITY OF BISHOP

BISHOP ISD

CITY OF CORPUS CHRISTI

CORPUS CHRISTI ISD

CITY OF DRISCOLL

DRISCOLL ISD

CITY OF PORT ARANSAS

PORT ARANSAS ISD

CITY OF ROBSTOWN

ROBSTOWN ISD

**BANQUETE ISD** 

CALALLEN ISD

CORPUS CHRISTIE JUNIOR COLLEGE DISTRICT

FLOUR BLUFF ISD

LONDON ISD

TULOSO MIDWAY ISD

WEST OSO ISD

NUECES COUNTY FIRE DISTRICT #3

NUECES COUNTY FIRE DISTRICT #4

NUECES COUNTY FIRE DISTRICT #5

SOUTH TEXAS WATER AUTHORITY (PORTION IN NUECES COUNTY)

NUECES COUNTY DRAINAGE DISTRICT #2

NUECES COUNTY DRAINAGE DISTRICT #3

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #4

NUECES COUNTY WATER DISTRICT #5

NUECES COUNTY EMERGENCY SERVICE DISTRICT #1

NUECES COUNTY EMERGENCY SERVICE DISTRICT #4

#### PARKER COUNTY

PARKER COUNTY

PARKER CAD

CITY OF ALEDO

ALEDO ISD

**BROCK ISD** 

**GARNER ISD** 

MILLSAP ISD

PARKER CED

PARKER CO HD

PARKER CO LATERAL RD

PARKER CO STATE TAX

PEASTER ISD

POOLVILLE ISD

CITY OF SPRINGTOWN

SPRINGTOWN FIRE DISTRICT #01

SPRINGTOWN ISD

CITY OF WEATHERFORD

WEATHERFORD ISD

WEATHERFORD JUNIOR COLLEGE DISTRICT

CITY OF WILLOWPARK

#### **RED RIVER APPRAISAL DISTRICT**

AVERY ISD

CITY OF BOGATA

CITY OF CLARKSVILLE

CLARKSVILLE ISD

**DETROIT ISD** 

RIVERCREST ISD

#### ROCKWALL CAD

ROCKWALL CAD

CITY OF FATE

CITY OF HEATH

ROCKWALL CED

CITY OF ROCKWALL

ROCKWALL ISD

CITY OF ROYCE CITY

ROYCE CITY ISD

#### **RUSK COUNTY**

CITY OF NEW LONDON OVERTON ISD CITY OF HENDERSON

#### **SABINE COUNTY**

SABINE COUNTY
SABINE COUNTY HOSPITAL DISTRICT
CITY OF PINELAND
HEMPHILL ISD
WEST SABINE ISD

#### **TARRANT COUNTY**

**HURST-EULESS-BEDFORD ISD** 

#### **TOM GREEN COUNTY**

Tom Green County

CHRISTOVAL ISD

GRAPE CREEK ISD

LIPAN/KICKAPOO WCD

RED CREEK WUD

CITY OF SAN ANGELO

SAN ANGELO ISD

TOM GREEN CAD

TOM GREEN CED

TOM GREEN CO RFPD #01

TOM GREEN CO SPECIAL

VERIBEST ISD

WALL ISD

WATER VALLEY ISD

#### **WILSON COUNTY**

WILSON COUNTY

SAN ANTONIO RIVER AUTHORITY

#### **WHARTON COUNTY**

WHARTON COUNTY

#### **WOOD COUNTY**

WINNSBORO ISD

#### Agreement for Tax Collection Services

This Agreement is made between Linebarger, Goggan, Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Tyler County (hereinafter referred to as the "Client").

#### Article 1 – Nature of Relationship

- 1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.
- 1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided. The Client, in making this contract, is acting on behalf of itself and all other participating taxing units whose taxes are collected by the Client's tax collector and who have delegated to the Client the authority to act herein on their behalf.

#### Article 2 - Scope of Services

- 2.01 The Firm shall take reasonable and necessary actions to collect property taxes subject to this agreement and that are owed to the Client and to all the other participating taxing units, as hereinafter provided.
- 2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.
- 2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:
  - (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax:
  - (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
  - (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
  - (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) On July 1 of the year in which the taxes become delinquent.

#### Article 3 - Compensation

- 3.01 Client agrees to pay to the Firm, as compensation for the services required herein, the following amounts:
  - (a) Fifteen (15%) percent of the amount of all 2002 and prior year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the Client and to the other participating taxing units, that are collected and paid to the collector of taxes during the term of this contract, as and when collected.
  - (b) Twenty (20%) percent of the amount of all 2003 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the Client, that are collected and paid to the collector of taxes during the term of this contract, as and when collected.
  - (c) Twenty (20%) percent of the amount of all 2003 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the other participating taxing units that are collected and paid to the collector of taxes during the term of this contract, as and when collected; conditioned, however, upon passage and adoption of a twenty (20%) percent additional penalty by the governing bodies of the other participating taxing units as provided by Sections 33.07 and 33.08, Texas Tax Code. Upon the failure or refusal of any of said taxing units to impose the 20% penalty for 2003 and subsequent years, the Firm's compensation as to that taxing unit so failing or refusing to act shall be limited to fifteen (15%) percent of all taxes, penalty and interest collected until such time as that taxing unit may act otherwise.
- 3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

#### Article 4 - Intellectual Property Rights

- 4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.
- 4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### Article 5 - Costs

- 5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.
- 5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a

third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

#### Article 6 - Term and Termination

- 6.01 This Agreement shall be effective on the 12th day of April, 2004 (the "Effective Date") and shall expire on the 11<sup>th</sup> day of April, 2007 (the "Expiration Date") unless extended as hereinafter provided.
- 6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.
- 6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").
- 6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.
- 6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any sixmonth period under Section 6.04 does not constitute any such waiver by the Firm.

#### <u>Article 7 – Miscellaneous</u>

- 7.01 Assignment and Subcontracting. This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.
- 7.02 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.
- 7.03 Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.
- 7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

TYLER COUNTY	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
By: Title Coming July Date: Opilie, Lood	By: Partner Date:
ATTEST:	

#### RESOLUTION

THE STATE OF TEXAS

§

COUNTY OF TYLER

8

WHEREAS, TYLER COUNTY wishes to defray its costs of collection, as authorized by TEX. TAX CODE §§ 33.07 and 33.08, that it incurs under a contract for collection of delinquent property taxes between Tyler County and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;

WHEREAS, under said Sections 33.07 and 33.08, the governing body of TYLER COUNTY is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE,

BE IT RESOLVED BY THE TYLER COUNTY COMMISSIONERS COURT, SITTING AS THE GOVERNING BODY OF SAID COUNTY THAT:

<u>Section 1:</u> THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2003 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

(b) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2003 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1 UNDER SECTION 26.07(F), 26.15(E), 31,03, 31.031, 31.032, OR 31.04, TEX. TAX CODE.

### PASSED, APPROVED and ADOPTED this day of April, 2004.

TYLER COUNTY
By Aller Darker
Jerome P. Owens, County Judge

ATTEST:

County Clerk

# C. P. COWART, R.S. SEPTIC SYSTEM DESIGN & INSPECTIONS 135 Wren Lumberton, Texas 77657

April 7, 2004

Mr. Randy Blanks David J. Waxman, Inc P. O. Drawer 900 Jasper, Texas 75951

RE: Bids on Tyler County on-site sewage facilities

Dear Mr. Blanks,

I have reviewed the bids submitted on the Tyler County on-site sewage facilities and find All American Plumbing to be low bidder on Package "F" and "G" in the amount of \$42,754.00. All American Plumbing has met all the bidding requirements and I recommend accepting the bid and awarding the contract to All American Plumbing for Packages "F" and "G".

Sincerely,

C. P. Cowart, R.S.

## Bid Proposal

1-16 Pinel Hitch trailer. Bid: 2,165.00.

Marvin Foster

Mill Creek Dirt Sucs.

Rt3 Box 631

Woodwille tx. 75979

Pho. 429-3547

tol on Hercules four 1703 frailes Ellen # 0312 2004-02 Below # 6 Ford Fruch with Wines.

Then # 67/2 2004 -03 Amount 511.00 Hen # 05 The Amount Bed on Clampion 710 Motorgrader Ellem # 04 Amount 211.00 5/1.00

Jahr ust. Joel

[ John M. Lade 2830 Hwy. 190 E. Woodville, Texas 75979

DBA LADE SALES 409 283-3402

#### OFFER TO PURCHASE REAL ESTATE

BE IT KNOW, the undersigned Scott A. Clow offers to purchase from Tyler County a portion of real estate known as the Tyler County Tax Office, City of Woodville, County of Tyler, State of Texas, said property as described below:

No. 25221 – Tyler County Tax Office – that portion of land adjacent to property No. 23834 beginning at the south-east bank of Crooks Branch north for 103.64' and west for 79.90'. Continuing on a straight line, that portion of land adjacent to property No. 23861 for approximately 100', then south approximately 153', then east approximately 100' or until said line ends at property No. 23834. Said property is more or less one-half acre.

The only other equivalent property bought or sold was property bought by the City of Woodville for the walking trail right-of-way. The purchase price was approximately \$1500.00 an acre.

Purchase price is	

Scott A. Clow



