

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING

June 18, 2004 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 18th day of June, 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	COUNTY JUDGE, Presiding
C.D. WOODROME	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4,
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
TERRY ALLEN	JUVENILE PROBATION OFFICER

A motion was made by Commissioner Hughes and seconded by Commissioner Walston
to approve the minutes of April 16th and June 14, 2004 with correction of Emergency
Service District #1 instead of #4 in the June 14th minutes. All voted yes and none no.

Joyce Moore made the court aware that repair bills for the jail will be over budget.
Commissioner Marshall inquired as to paying the jail repairs from tax money collected
for the jail. Mrs. Moore responded this would be acceptable if approved by the
commissioners. A motion was made by **Commissioner Marshall** and seconded by
Commissioner Walston to approve paying the bills as submitted by the **County
Auditor**; and, to pay the repairs to the **Justice Center** from the Jail INS. All voted yes
and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** to approve an Interlocal Agreement with
the City of Woodville for waste disposal for emergency purposes. **Commissioner
Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

Terry Allen presented a request for a typewriter for the Juvenile Probation Department
secretary, Kathy Harris. Comparing the price of the typewriter purchased recently for the
commissioners' secretary, **Commissioner Marshall** motioned to approve up to \$250 for
the purchase of a typewriter. **Commissioner Woodrome** seconded the motion. All voted
yes and none no.

Randy Blanks presented a report of nine sites for grant funded sewer installation.
Commissioner Marshall motioned approve the nine sites and to set the bid opening date
for on-site sewer installations for July 8th at 2:00 p.m., as recommended by Randy
Blanks. The motion was seconded by **Commissioner Walston**. All voted yes and none
no. SEE ATTACHED

Justice of Peace Pct.#1, Brian Weatherford presented a request to approve a contract
with OMNI BASE as a **database for warrants**. Mr. Weatherford reported this
replacement of the warrant data base would be at no cost to the county; the funding
comes from assessment of court cost. A motion was made by **Commissioner
Woodrome** to approve a one year **contract** with an automatic renewal, with OMNI
BASE. The motion was seconded by **Commissioner Hughes**.

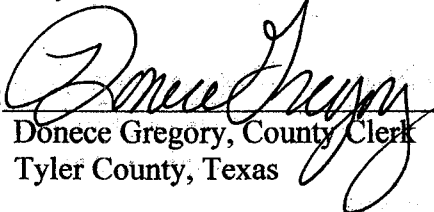
A motion was made by **Commissioner Hughes** and seconded by **Commissioner
Marshall** to approve the purchase of a computer for **Justice of Peace, Pct. #1** to be paid
from the Justice of Peace Technology fund. All voted yes and none no.

Having reviewed and compared the budget, **Commissioner Woodrome** motioned to approve the **budget of Emergency Services District #1, fiscal year 2003. Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED.

Commissioner Marshall motioned to approve the **utility easement in Precinct #3 with ETT,LP/ Molpus Timberlands Management. Commissioner Woodrome** seconded the motion. All voted yes and none no. SEE ATTACHED PUBLIC ROAD EASEMENT.

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 June 18, 2004.

Witness my hand and seal of office on this the 12th day of July, 2004.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITER/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A & M VERIZON	2004 010-426-009	TELEPHONE	TCSO 409-429-0114	014331	06/09/2004	06/18/2004		150.00
AMERICAN EXPRESS	2004 010-426-029	GAS, OIL, GREASE	TCSO 37154256493100	060404A	06/17/2004	06/18/2004		443.22
AMERICAN EXPRESS	2004 010-426-045	U S MARSHALL TRAN	TCSO 37154256493100	060404B	06/17/2004	06/18/2004		1,547.93
AMERICAN EXPRESS	2004 010-426-024	TRAVEL & EDUCATIO	TCSO 37154256493100	060404C	06/17/2004	06/18/2004		96.52
AMERICAN EXPRESS	2004 010-426-009	TELEPHONE	TCSO 37154256493100	060404D	06/17/2004	06/18/2004		32.48
ANGELINA COLLEGE	2004 010-427-024	TRAVEL & EDUCATIO	CONT ED JULY03	10356	06/17/2004	06/18/2004		45.00
AVAYA FINANCIAL SERVICE	2004 010-402-009	TELEPHONE	TCC 92772440	X772440B1	06/11/2004	06/18/2004		122.35
AVAYA, INC.	2004 010-420-009	TELEPHONE	TCTA 0101946445	2718381878	06/03/2004	06/18/2004		72.86
AVAYA, INC.	2004 010-419-009	TELEPHONE	TCDA 0102065107	2718262320	06/04/2004	06/18/2004		7.58
AVAYA, INC.	2004 010-407-009	TELEPHONE	TCDC#0101995823	2718462952	06/08/2004	06/18/2004		25.93
BETTER BUSINESS MACHINE	2004 010-440-018	EQUIPMENT LEASE	TCES COPIER	150362	06/03/2004	06/18/2004		60.00
BJ TRANSPORT SERVICE	2004 010-401-043	AUTOPSIES	REDD, ROBERT (6/3/04)	1216	06/08/2004	06/18/2004		150.00
BJ TRANSPORT SERVICE	2004 010-401-043	AUTOPSIES	BELL, JEAN	1217	06/10/2004	06/18/2004		150.00
BONITA LAUNDRY AND CLEA	2004 010-426-041	UNIFORMS	TCSO CLEANING	05312004	06/04/2004	06/18/2004		96.64
BROOKSHIRE BROS.	2004 010-427-036	PRISONER MEALS	INMATE MEALS	05312004	06/04/2004	06/18/2004		145.66
CANDY CLEANERS	2004 010-427-041	UNIFORMS	TCSO UNIFORMS	48507/32425	06/09/2004	06/18/2004		52.00
CANDY CLEANERS	2004 010-426-041	UNIFORMS	TCSO UNIFORMS	32240/533570	06/09/2004	06/18/2004		64.75
CANON U.S.A., INC.	2004 010-440-018	EQUIPMENT LEASE	TCA 714-AS	R1647136	06/03/2004	06/18/2004		43.80
CHEVRON U.S.A. INC.	2004 010-426-029	GAS, OIL, GREASE	TCSO	78987898	06/17/2004	06/18/2004		20.97
CHIEF SUPPLY	2004 010-426-008	DEPUTIES SUPPLIES	TCSO PEPPER SPRAY	309759	06/04/2004	06/18/2004		125.79
CHILD ABUSE & FORENSIC	2004 010-419-016	DNA LAB FEES	CASE# I0404001	04-067	06/04/2004	06/18/2004		541.00
CHILD ABUSE & FORENSIC	2004 010-419-016	DNA LAB FEES	CASE# S0504005	04-070	06/04/2004	06/18/2004		541.00
CHILD ABUSE & FORENSIC	2004 010-419-016	DNA LAB FEES	CASE# S0504006	04-075	06/04/2004	06/18/2004		541.00
CHRISTUS ST ELIZABETH	2004 010-419-016	DNA LAB FEES	RECORD 560939 (LOTT)	MR560939	06/04/2004	06/18/2004		724.00
CITICORP VENDOR FINANCE	2004 010-440-018	EQUIPMENT LEASE	TCE0 3741080	374108004062	06/03/2004	06/18/2004		85.30
CITICORP VENDOR FINANCE	2004 010-440-018	EQUIPMENT LEASE	JP1 3741060	374106004062	06/03/2004	06/18/2004		85.30
CODE BLUE POLICE SUPPLY	2004 010-426-008	DEPUTIES SUPPLIES	SUPPLIES (JAMES)	8532	06/04/2004	06/18/2004		154.85
COLLIER INSURANCE AGENC	2004 010-402-012	TRAINING & EDUCAT	RENEW POLICY#221340	221340	06/15/2004	06/18/2004		2,623.76
COLLIER INSURANCE AGENC	2004 010-407-014	BONDS, INSURANCE	RENEW POLICY#221339	221339	06/15/2004	06/18/2004		2,079.22
COLOR GRAPHICS CO.	2004 010-420-007	OFFICE SUPPLIES	TCTO BUSINESS CARD	102590	06/03/2004	06/18/2004		54.00
D AND D PLUMBING	2004 010-442-010	REPAIRS TO COURTH	TCCH REPAIRS	3462	06/07/2004	06/18/2004		95.65
DECISION ONE CORP	2004 010-440-007	SUPPLIES	TCC CAMERA CARDS	TM19312	06/11/2004	06/18/2004		411.82
DIAMOND SHAMROCK	2004 010-426-029	GAS, OIL, GREASE	TCSO GASOLINE	V312409	06/04/2004	06/18/2004		35.85
DOGWOOD OIL & LUBE EXPR	2004 010-426-029	GAS, OIL, GREASE	TCSO OIL CHANGE	21117	06/04/2004	06/18/2004		20.00
DOGWOOD OIL & LUBE EXPR	2004 010-426-029	GAS, OIL, GREASE	TCSO '98 CROWN VIC	20874	06/09/2004	06/18/2004		20.00
DON'S HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	TCCH REPAIRS	2638	06/07/2004	06/18/2004		120.75
DON'S HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	TCCH REPAIRS	2625	06/07/2004	06/18/2004		79.00
DON'S HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	TCCH REPAIRS	2562	06/07/2004	06/18/2004		91.50
DON'S HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	TCCH REPAIRS	2666	06/07/2004	06/18/2004		52.00
DP SOLUTIONS, INC.	2004 010-440-022	PROFESSIONAL SERV	TYL-0004 (26151)	0073716-IN	06/16/2004	06/18/2004		229.40
DP SOLUTIONS, INC.	2004 010-440-022	PROFESSIONAL SERV	TYL-0004 (26177)	0073709-IN	06/16/2004	06/18/2004		222.00
DRUMMOND AMERICAN CORP	2004 010-427-010	JAIL SUPPLIES	TCSO JAIL SUPPLIES	2077840	06/04/2004	06/18/2004		658.49
EMERGENCY VEHICLE EQUIP	2004 010-426-028	REPAIRS TO VEHICL	TCSO BUMPER UNIT8	026667	06/04/2004	06/18/2004		158.00
FEDERAL EXPRESS CORP	2004 010-426-008	DEPUTIES SUPPLIES	TCSO DEPUTY SUPPLIE	180426878	06/04/2004	06/18/2004		35.61
GARNER, CURTIS M MD	2004 010-401-098	MISCELLANEOUS EXP	TCT (NAGYPAL)	1206A	06/03/2004	06/18/2004		68.40
GARNER, CURTIS M MD	2004 010-401-098	MISCELLANEOUS EXP	TCSO (JAMES)	1206B	06/03/2004	06/18/2004		68.40
GREAT NORTH AMERICAN CO	2004 010-440-007	SUPPLIES	TCC IBM RIBBONS	01233488	06/11/2004	06/18/2004		648.34
HALL, GARY	2004 010-426-029	GAS, OIL, GREASE	REMB - GASOLINE	10355	06/15/2004	06/18/2004		10.01
HENSARLINGS TIRE CENTER	2004 010-426-029	GAS, OIL, GREASE	TCSO F150	88113A	06/04/2004	06/18/2004		24.95
HENSARLINGS TIRE CENTER	2004 010-426-028	REPAIRS TO VEHICL	TCSO F150	88113B	06/04/2004	06/18/2004		33.00
JARROTT'S PHARMACY	2004 010-427-043	PRISONER MEDICAL	TCSO INMATE MEDICA	053104JP	06/04/2004	06/18/2004		779.40
JARROTT'S PHARMACY	2004 010-436-049	AID TO INDIGENTS	CONNOR	05212004	06/07/2004	06/18/2004		156.20
JEFFERSON COUNTY CLERK	2004 010-415-044	COMMITMENTS	#87849 GORE	87849	06/07/2004	06/18/2004		256.00
JEFFERSON COUNTY CLERK	2004 010-415-044	COMMITMENTS	#87847 FUESLING	87847	06/07/2004	06/18/2004		256.00
JEFFERSON COUNTY MORGUE	2004 010-401-043	AUTOPSIES	JOHNSON (#04-0522)	04-0522	06/03/2004	06/18/2004		1,200.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
JEFFERSON COUNTY MORGUE	2004 010-401-043	AUTOPSIES	SHEFFIELD (#04-0513	04-0513	06/03/2004	06/18/2004		1,200.00
KENNEDY, HAROLD	2004 010-419-015	WITNESS EXPENSE	WITNESS (4/22 & 5/2	05272004	06/04/2004	06/18/2004		42.00
LEGAL DIRECTORIES PUBLI	2004 010-407-007	OFFICE SUPPLIES	TCDC DIRECTORY'04	X013112	06/08/2004	06/18/2004		73.50
LEXIS-NEXIS	2004 010-421-009	TELEPHONE	ONLINE CHARGES	0404063688	06/07/2004	06/18/2004		28.00
LEXIS-NEXIS	2004 010-413-009	TELEPHONE	JP3 ONLINE	0405153508	06/17/2004	06/18/2004		17.00
LIQUID ENVIRONMENTAL SO	2004 010-442-013	REPAIRS AT JUSTIC	TCSO GREASE TRAP DI	323342	06/11/2004	06/18/2004		125.00
LUSK, LAVERNE	2004 010-415-044	COMMITMENTS	MI30729 BLACKWELL	30729	06/07/2004	06/18/2004		375.00
MANN, ROBERT H ATTY	2004 010-408-055	COURT APPOINTED A	CAUSE #17698	17698	06/15/2004	06/18/2004		550.00
MANN, ROBERT H ATTY	2004 010-415-055	COURT APPOINTED A	CAUSE 04-32 (MORGAN	0432	06/15/2004	06/18/2004		450.00
MANN, ROBERT H ATTY	2004 010-408-055	COURT APPOINTED A	CAUSE 9298 (EVANS)	9298	06/15/2004	06/18/2004		350.00
MARC	2004 010-427-010	JAIL SUPPLIES	TCSO JAIL SUPPLIES	0087885	06/04/2004	06/18/2004		183.34
MINOLTA CORPORATION	2004 010-419-007	OFFICE SUPPLIES	TCDA 20203	E051496506	06/04/2004	06/18/2004		91.68
MODICA BROS.	2004 010-426-029	GAS, OIL, GREASE	TCSO OIL	053104A	06/04/2004	06/18/2004		125.35
MODICA BROS.	2004 010-426-028	REPAIRS TO VEHICL	TCSO REPAIRS	053104B	06/04/2004	06/18/2004		463.69
MODICA BROS.	2004 010-426-030	TIRES, TUBES	TCSO TIRES	053104C	06/04/2004	06/18/2004		58.00
MUSIC MOUNTAIN WATER CO	2004 010-422-007	OFFICE SUPPLIES	AUDITOR	J79996800A	06/15/2004	06/18/2004		13.00
NET DATA CORP.	2004 010-440-022	PROFESSIONAL SERV	ACCESS/CONF16 TCA	8735	06/09/2004	06/18/2004		175.00
NET DATA CORP.	2004 010-440-020	SUPPORT SERVICES	TCC JULY,2004	8755A	06/11/2004	06/18/2004		225.00
OTIS ELEVATOR COMPANY	2004 010-442-012	ELEVATOR REPAIRS	MONTHLY MAINTENANCE	T8060327204	06/07/2004	06/18/2004		125.00
OTIS ELEVATOR COMPANY	2004 010-442-012	ELEVATOR REPAIRS	MONTHLY MAINTENANCE	T8060327204A	06/07/2004	06/18/2004		125.00
OTIS ELEVATOR COMPANY	2004 010-442-012	ELEVATOR REPAIRS	MONTHLY MAINTENANCE	T8060327204B	06/07/2004	06/18/2004		125.00
PAPER WORKS PRINTING	2004 010-426-007	OFFICE SUPPLIES	TCSO OFFICE SUPPLIE	25691	06/04/2004	06/18/2004		214.34
PAPER WORKS PRINTING	2004 010-426-007	OFFICE SUPPLIES	TCSO OFFICE SUPPLIE	25675	06/04/2004	06/18/2004		75.75
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6078983	06/07/2004	06/18/2004		48.74
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6079744	06/07/2004	06/18/2004		33.26
PARKER'S DO IT CENTER	2004 016-442-010	REPAIRS TO COURTH	SUPPLIES	6081400	06/07/2004	06/18/2004		5.83
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6081666	06/07/2004	06/18/2004		8.84
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6081667	06/07/2004	06/18/2004		32.99
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6081960	06/07/2004	06/18/2004		58.98
PARKER'S DO IT CENTER	2004 010-442-010	REPAIRS TO COURTH	SUPPLIES	6082808	06/07/2004	06/18/2004		38.86
PATTILLO BROWN & HILL L	2004 010-401-023	INDEPENDENT AUDIT	ANNUAL AUDIT	18923	06/15/2004	06/18/2004		3,000.00
PHILPOTT FORD	2004 010-426-028	REPAIRS TO VEHICL	TCSO REPAIR	274652	06/04/2004	06/18/2004		54.08
PITNEY BOWES	2004 010-440-018	EQUIPMENT LEASE	TCTA #2817880	2817880MY04	06/03/2004	06/18/2004		85.00
PITNEY BOWES	2004 010-440-018	EQUIPMENT LEASE	TCSO COPIER	5615646MR04	06/04/2004	06/18/2004		105.50
PITNEY BOWES INC.	2004 010-440-018	EQUIPMENT LEASE	TCTA 91374360203	633851	06/07/2004	06/18/2004		743.00
PITNEY BOWES INC.	2004 010-440-018	EQUIPMENT LEASE	TCCH 15179506868	443385	06/09/2004	06/18/2004		257.00
PITNEY BOWES INC.	2004 010-411-007	OFFICE SUPPLIES	TCJP1	452958A	06/17/2004	06/18/2004		84.82
PITNEY BOWES INC.	2004 010-426-007	OFFICE SUPPLIES	TCSO	452958B	06/17/2004	06/18/2004		84.83
QUILL COPORATION	2004 010-402-007	OFFICE SUPPLIES	TCC OFFICE SUPPLIE	8894058	06/11/2004	06/18/2004		253.45
RAINEY HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	NUTRITION CNTR	32257	06/07/2004	06/18/2004		98.00
RAINEY HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	NUTRITION CNTR	32212	06/07/2004	06/18/2004		535.00
RAINEY HEATING & AIR	2004 010-442-010	REPAIRS TO COURTH	TCNC REPAIRS	32291	06/09/2004	06/18/2004		165.00
SANITARY SUPPLY COM., I	2004 010-442-007	JANITORS SUPPLIES	FLOOR PRODUCTS	22836	06/07/2004	06/18/2004		210.54
SCOTT-MERRIMAN, INC.	2004 010-402-007	OFFICE SUPPLIES	PROBATE CASEBINDERS	026380	06/11/2004	06/18/2004		349.48
SEALE, STOVER, BISBEY &	2004 010-408-055	COURT APPOINTED A	WISE,REGGIE (9816)	9816	06/15/2004	06/18/2004		350.00
SIGNS TODAY	2004 010-401-099	CONTINGENCY FOR M	VETS' VAN	E103	06/07/2004	06/18/2004		75.00
SOUTHWESTERN FINANCIAL	2004 010-407-007	OFFICE SUPPLIES	TCDC CASEBINDERS	13186	06/08/2004	06/18/2004		968.40
SOUTHWESTERN FINANCIAL	2004 010-407-007	OFFICE SUPPLIES	TCDC LINEN RECORD	13215	06/08/2004	06/18/2004		769.80
STAMPS OFFICE SUPPLY	2004 010-420-007	OFFICE SUPPLIES	TCTO NOTARY STAMP	048431	06/03/2004	06/18/2004		14.95
STORY-WRIGHT	2004 010-421-007	OFFICE SUPPLIES	TCJ OFFICE SUPPLIE	996542	06/07/2004	06/18/2004		180.55
STORY-WRIGHT	2004 010-421-007	OFFICE SUPPLIES	TCJ OFFICE SUPPLIE	998164	06/07/2004	06/18/2004		2.68
SULLIVANS HARDWARE	2004 010-426-008	DEPUTIES SUPPLIES	TCSO 4 KEYS	52870	06/04/2004	06/18/2004		3.96
SULLIVANS HARDWARE	2004 010-426-008	DEPUTIES SUPPLIES	TCSO 4 KEYS	52859	06/04/2004	06/18/2004		3.96
SULLIVANS HARDWARE	2004 010-427-010	JAIL SUPPLIES	TCSO SUPPLIES	52992	06/04/2004	06/18/2004		14.48
SULLIVANS HARDWARE	2004 010-442-010	REPAIRS TO COURTH	TCCH BULBS	52952	06/07/2004	06/18/2004		7.16

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SULLIVANS HARDWARE	2004 010-442-010	REPAIRS TO COURTH	TCCH BULBS	52920	06/07/2004	06/18/2004		7.16
SULLIVANS HARDWARE	2004 010-442-010	REPAIRS TO COURTH	TCCH KEY	52738	06/07/2004	06/18/2004		.99
SULLIVANS HARDWARE	2004 010-405-007	OFFICE SUPPLIES	TCVS 10 KEYS	53602	06/08/2004	06/18/2004		15.90
SULLIVANS HARDWARE	2004 010-411-007	OFFICE SUPPLIES	JPI KEYS,BATTERIES	56652	06/09/2004	06/18/2004		8.44
SULLIVANS HARDWARE	2004 010-442-010	REPAIRS TO COURTH	TCCH SUPPLIES	53609	06/07/2004	06/18/2004		17.98
SYSCO FOOD SERVICES	2004 010-427-036	PRISONER MEALS	TCSO INMATE MEALS	405250352	06/04/2004	06/18/2004		736.92
SYSCO FOOD SERVICES	2004 010-427-036	PRISONER MEALS	TCSO INMATE MEALS	405110111	06/04/2004	06/18/2004		711.15
SYSCO FOOD SERVICES	2004 010-427-036	PRISONER MEALS	TCSO INMATE MEALS	405180303	06/04/2004	06/18/2004		785.45
SYSCO FOOD SERVICES	2004 010-427-036	PRISONER MEALS	TCSO INMATE MEALS	405040398	06/04/2004	06/18/2004		745.20
TELSTAR SPECIALTY PRODU	2004 010-427-010	JAIL SUPPLIES	TCSO JAIL SUPPLIES	2132	06/04/2004	06/18/2004		320.05
TELSTAR SPECIALTY PRODU	2004 010-427-010	JAIL SUPPLIES	TCSO JAIL SUPPLIES	2119	06/04/2004	06/18/2004		492.45
TEXAS ASSOCIATION OF CO	2004 010-402-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290A	06/03/2004	06/18/2004		73.09
TEXAS ASSOCIATION OF CO	2004 010-405-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290B	06/03/2004	06/18/2004		6.59
TEXAS ASSOCIATION OF CO	2004 010-407-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290C	06/03/2004	06/18/2004		51.24
TEXAS ASSOCIATION OF CO	2004 010-409-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290D	06/03/2004	06/18/2004		11.58
TEXAS ASSOCIATION OF CO	2004 010-410-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290E	06/03/2004	06/18/2004		7.11
TEXAS ASSOCIATION OF CO	2004 010-411-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290F	06/03/2004	06/18/2004		30.30
TEXAS ASSOCIATION OF CO	2004 010-412-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290G	06/03/2004	06/18/2004		8.73
TEXAS ASSOCIATION OF CO	2004 010-413-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290H	06/03/2004	06/18/2004		8.87
TEXAS ASSOCIATION OF CO	2004 010-414-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290I	06/03/2004	06/18/2004		8.73
TEXAS ASSOCIATION OF CO	2004 010-421-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290J	06/03/2004	06/18/2004		34.45
TEXAS ASSOCIATION OF CO	2004 010-415-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290K	06/03/2004	06/18/2004		1.09
TEXAS ASSOCIATION OF CO	2004 010-420-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290L	06/03/2004	06/18/2004		61.51
TEXAS ASSOCIATION OF CO	2004 010-422-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290M	06/03/2004	06/18/2004		40.97
TEXAS ASSOCIATION OF CO	2004 010-423-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290N	06/03/2004	06/18/2004		30.37
TEXAS ASSOCIATION OF CO	2004 010-439-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290O	06/03/2004	06/18/2004		11.03
TEXAS ASSOCIATION OF CO	2004 010-430-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290P	06/03/2004	06/18/2004		11.24
TEXAS ASSOCIATION OF CO	2004 010-419-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290Q	06/03/2004	06/18/2004		347.61
TEXAS ASSOCIATION OF CO	2004 010-425-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290R	06/03/2004	06/18/2004		48.83
TEXAS ASSOCIATION OF CO	2004 010-424-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290S	06/03/2004	06/18/2004		44.43
TEXAS ASSOCIATION OF CO	2004 010-428-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290T	06/03/2004	06/18/2004		47.36
TEXAS ASSOCIATION OF CO	2004 010-429-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290U	06/03/2004	06/18/2004		47.36
TEXAS ASSOCIATION OF CO	2004 010-426-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290V	06/03/2004	06/18/2004		2,550.61
TEXAS ASSOCIATION OF CO	2004 010-427-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290W	06/03/2004	06/18/2004		1,057.96
TEXAS ASSOCIATION OF CO	2004 010-438-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290X	06/03/2004	06/18/2004		368.77
TEXAS ASSOCIATION OF CO	2004 010-442-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290Y	06/03/2004	06/18/2004		198.58
TEXAS ASSOCIATION OF CO	2004 010-401-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290II	06/03/2004	06/18/2004		100.57
TEXAS COOPERATIVE EXTEN	2004 010-439-007	OFFICE SUPPLIES	TCEO PRINTER	A01862B	06/03/2004	06/18/2004		625.00
TIMBERMANS SUPPLY	2004 010-442-010	REPAIRS TO COURTH	TRIMMER LINE	168093	06/07/2004	06/18/2004		8.95
TRIAD OFFICE SOLUTIONS	2004 010-440-007	SUPPLIES	FINANCE CHARGE	41675	06/03/2004	06/18/2004		.50
TYCO GENERAL FEED AND R	2004 010-442-010	REPAIRS TO COURTH	FERTILIZER	219456	06/07/2004	06/18/2004		65.00
TYLER COUNTY BOOSTER	2004 010-401-013	ADVERTISING	NTB PCT2 TRUCK	05262004	06/03/2004	06/18/2004		144.00
TYLER COUNTY PARTS, INC	2004 010-426-028	REPAIRS TO VEHICL	#315630 #317642 TCS	ACCT7075	06/04/2004	06/18/2004		25.46
U PUMP IT	2004 010-426-029	GAS, OIL, GREASE	TCSO GASOLINE	0020637	06/04/2004	06/18/2004		3,346.90
U PUMP IT	2004 010-426-029	GAS, OIL, GREASE	TCSO GASOLINE	0020633	06/04/2004	06/18/2004		541.20
U PUMP IT	2004 010-426-029	GAS, OIL, GREASE	TCSO GASOLINE	0020939	06/07/2004	06/18/2004		3,429.41
U PUMP IT	2004 010-426-029	GAS, OIL, GREASE	TCSO GASOLINE	0020937	06/07/2004	06/18/2004		1,143.63
UNITED STATES POSTAL SV	2004 010-401-008	POSTAGE FOR POSTA	POSTAGE METER	12705	06/16/2004	06/18/2004		1,500.00
VERIZON WIRELESS	2004 010-405-009	TELEPHONE	TCJ 409-429-0968	0530009261	06/15/2004	06/18/2004		69.48
VIKING OFFICE PRODUCTS	2004 010-420-007	OFFICE SUPPLIES	TCTO 2262632	682069	06/03/2004	06/18/2004		107.27
VIKING OFFICE PRODUCTS	2004 010-420-007	OFFICE SUPPLIES	TCTO 2262632	651860	06/03/2004	06/18/2004		21.21
VIKING OFFICE PRODUCTS	2004 010-426-007	OFFICE SUPPLIES	TCSO OFFICE SUPPLIE	822693624000	06/04/2004	06/18/2004		75.75
VIKING OFFICE PRODUCTS	2004 010-426-007	OFFICE SUPPLIES	TCSO OFFICE SUPPLIE	822704744	06/04/2004	06/18/2004		21.94
VIKING OFFICE PRODUCTS	2004 010-440-007	SUPPLIES	TCBC#1016138 CARTRI	670676	06/08/2004	06/18/2004		61.46
VIKING OFFICE PRODUCTS	2004 010-440-007	SUPPLIES	IBM RIBBONS	683189	06/09/2004	06/18/2004		217.24

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
VIKING OFFICE PRODUCTS	2004 010-411-007	OFFICE SUPPLIES	JP1 SUPPLIES	822723943	06/17/2004	06/18/2004		119.02
WALMART COMMUNITY	2004 010-440-007	SUPPLIES	DPS CARTRIDGES	C0339A	06/03/2004	06/18/2004		110.60
WALMART COMMUNITY	2004 010-430-007	OFFICE SUPPLIES	DPS OFFICE SUPPLIE	C0339B	06/03/2004	06/18/2004		5.43
WALMART COMMUNITY	2004 010-426-008	DEPUTIES SUPPLIES	TCSD FILM SUPPLIES	002570	06/04/2004	06/18/2004		130.34
WALMART COMMUNITY	2004 010-426-037	CAMERAS, FILM	TCSD FILM DEVELOPI	001111	06/04/2004	06/18/2004		48.60
WALMART COMMUNITY	2004 010-442-007	JANITORS SUPPLIES	JANITOR SUPPLIES	006011/00451	06/07/2004	06/18/2004		26.08
WALMART COMMUNITY	2004 010-442-010	REPAIRS TO COURTH	JANITOR SUPPLIES	000371	06/07/2004	06/18/2004		219.59
WALMART COMMUNITY	2004 010-402-007	OFFICE SUPPLIES	TCC TAPES,BATTERIES	009907	06/11/2004	06/18/2004		12.05
WEST MAGNOLIA DRIVE-IN	2004 010-436-049	AID TO INDIGENTS	INDIGENT ASSIST (TC	05312004	06/07/2004	06/18/2004		160.00
WILSON CLEMMONS INSURAN	2004 010-426-014	BONDS & LAW ENF.	NOTARY BOND (WOLF)	052004WC	06/04/2004	06/18/2004		71.00
WILSON CLEMMONS INSURAN	2004 010-426-014	BONDS & LAW ENF.	BOND (WOLF,JESSE)	052404WC	06/04/2004	06/18/2004		308.00
WILSON CLEMMONS INSURAN	2004 010-426-014	BONDS & LAW ENF.	NOTARY BOND (FORD,T	052104WC	06/04/2004	06/18/2004		71.00
WOODVILLE VETERINARY CL	2004 010-426-023	ANIMAL CONTROL	TCSD (STOCKMAN)	265MAY	06/09/2004	06/18/2004		75.60
WORTH HYDROCHEM	2004 010-442-013	REPAIRS AT JUSTIC	TCSD WATER TREATMEN	8366	06/11/2004	06/18/2004		75.00
XEROX CORPORATION	2004 010-440-015	SERVICE CONTRACTS	JP4 972964456	002796643	06/03/2004	06/18/2004		123.00
XEROX CORPORATION	2004 010-440-015	SERVICE CONTRACTS	TCDC#668113889	668113889M	06/08/2004	06/18/2004		124.00
XEROX CORPORATION	2004 010-440-015	SERVICE CONTRACTS	JP4 972964456	18756777730	06/09/2004	06/18/2004		125.00
XPEDX	2004 010-427-010	JAIL SUPPLIES	TCSD SUPPLIES	N486211311	06/09/2004	06/18/2004		35.00
XPEDX	2004 010-427-010	JAIL SUPPLIES	TCSD SUPPLIES	N486335411	06/09/2004	06/18/2004		304.45
XPEDX	2004 010-427-010	JAIL SUPPLIES	TCSD SUPPLIES	N486187011	06/09/2004	06/18/2004		365.70
XPEDX	2004 010-440-007	SUPPLIES	COPY/COMPUTER PAPER	N48666186611	06/09/2004	06/18/2004		597.05
XPEDX	2004 010-440-007	SUPPLIES	CUSTOMER#00160078	N486481511	06/16/2004	06/18/2004		292.86

 54,322.91

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ADVANCED SYSTEMS & ALAR	2004 021-451-028	MACHINERY MAINTEN	ANNUAL INSPECTION	10821	06/14/2004	06/18/2004		94.00
DURHAM AUTO ELECTRIC	2004 021-451-028	MACHINERY MAINTEN	PCT1 BELT	466467	06/14/2004	06/18/2004		93.18
ENGLISH TRUCK & TRAILER	2004 021-451-028	MACHINERY MAINTEN	PCT1 SWITCH	050704	06/14/2004	06/18/2004		218.75
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 DIESEL	46216	06/14/2004	06/18/2004		51.80
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 DIESEL	46354	06/14/2004	06/18/2004		54.05
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 FUEL	67414	06/14/2004	06/18/2004		353.70
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 FUEL	67410	06/14/2004	06/18/2004		969.00
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 FUEL	67524	06/14/2004	06/18/2004		801.95
GARDNER OIL, INC.	2004 021-451-029	GAS, OIL, GREASE	PCT1 DIESEL	67523	06/14/2004	06/18/2004		359.70
HILLISTER TRACTOR	2004 021-451-028	MACHINERY MAINTEN	PCT1 KEY	13195	06/14/2004	06/18/2004		3.58
HILLISTER TRACTOR	2004 021-451-028	MACHINERY MAINTEN	PCT1 HOSE	13259	06/14/2004	06/18/2004		15.90
INTERNATIONAL MILL SERV	2004 021-451-032	ROAD MATERIAL	PCT1 SLAB	192436	06/11/2004	06/18/2004		516.81
INTERNATIONAL MILL SERV	2004 021-451-032	ROAD MATERIAL	PCT1 SLAB	191772	06/11/2004	06/18/2004		1,301.90
INTERNATIONAL MILL SERV	2004 021-451-032	ROAD MATERIAL	PCT1 ROAD MATERIAL	193546	06/14/2004	06/18/2004		325.56
JASPER ASPHALT LIMITED	2004 021-451-032	ROAD MATERIAL	PCT1 ASPHALT	466	06/14/2004	06/18/2004		635.16
MODICA BROS.	2004 021-451-030	TIRES, TUBES	PCT1 ROAD SERVICE	182645	06/14/2004	06/18/2004		110.20
MODICA BROS.	2004 021-451-030	TIRES, TUBES	PCT1 FILTERS	182717	06/14/2004	06/18/2004		88.75
MODICA BROS.	2004 021-451-030	TIRES, TUBES	PCT1 MOUNTS	182891	06/14/2004	06/18/2004		412.64
MODICA BROS.	2004 021-451-030	TIRES, TUBES	PCT1 TIRES	182957	06/14/2004	06/18/2004		65.95
MODICA BROS.	2004 021-451-030	TIRES, TUBES	PCT1 REPAIRS	183351	06/14/2004	06/18/2004		52.13
MOTT WHOLESale, INC.	2004 021-451-028	MACHINERY MAINTEN	PCT1 PARTS	115611A	06/14/2004	06/18/2004		6.22
OIL CITY TRACTORS INC.	2004 021-451-028	MACHINERY MAINTEN	PCT1 HOSE PROTECTOR	81976	06/14/2004	06/18/2004		190.26
ROARK, A. W., JR.	2004 021-451-032	ROAD MATERIAL	PCT1 64 YARDS	002AW	06/14/2004	06/18/2004		48.00
ROARK, DAVID	2004 021-451-032	ROAD MATERIAL	PCT1 64 YARDS	002DR	06/14/2004	06/18/2004		48.00
RURAL PIPE AND SUPPLY	2004 021-451-031	CULVERTS	PCT1 CULVERTS	26044	06/14/2004	06/18/2004		542.40
SCHRECK, TED TRUCKING	2004 021-451-032	ROAD MATERIAL	PCT1 SLAB	7772	06/14/2004	06/18/2004		1,750.00
SULLIVANS HARDWARE	2004 021-451-040	MISCELLANEOUS SUP	PCT1 COOLER	52954	06/14/2004	06/18/2004		18.99
TELETOUCH	2004 021-453-045	PURCHASE OF EQUIP	PCT1 RADIO	319723	06/14/2004	06/18/2004		450.00
TEXAS ASSOCIATION OF CO	2004 021-448-005	WORKERS COMPENSAT	THIRD QTR, 2004	22908B	06/03/2004	06/18/2004		1,464.94
TIMBERMANS SUPPLY	2004 021-451-028	MACHINERY MAINTEN	PCT1 HOSE, FITTING	167867	06/14/2004	06/18/2004		106.68
TIMBERMANS SUPPLY	2004 021-451-028	MACHINERY MAINTEN	PCT1 FORNAY	167494	06/14/2004	06/18/2004		13.38
TYLER COUNTY PARTS, INC	2004 021-451-028	MACHINERY MAINTEN	PCT1 SUPPLIES	316115	06/14/2004	06/18/2004		2.20
TYLER COUNTY PARTS, INC	2004 021-451-028	MACHINERY MAINTEN	PCT1 V BELT	316990A	06/14/2004	06/18/2004		19.23
WALMART COMMUNITY	2004 021-451-040	MISCELLANEOUS SUP	PCT1 CAMERA	009598	06/14/2004	06/18/2004		7.48

 11,192.49

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ADVANCED SYSTEMS & ALAR	2004 022-451-028	MACHINERY MAINTEN	PCT2 ANNUAL INSPECT	10822	06/14/2004	06/18/2004		36.00
BILLY WILLIAMS TRUCKING	2004 022-451-032	ROAD MATERIAL	PCT2 ROAD BASE	052404	06/15/2004	06/18/2004		1,691.55
CALCO CALLENS CO INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 CARBURETOR	14050	06/14/2004	06/18/2004		185.95
CHEMSEARCH	2004 022-451-028	MACHINERY MAINTEN	PCT2 PRESSURE WASHE	981219	06/14/2004	06/18/2004		1,053.76
CUSTOM PRODUCTS RESEARC	2004 022-451-028	MACHINERY MAINTEN	PCT2 GREASE	9316	06/14/2004	06/18/2004		185.00
DOGWOOD OIL & LUBE EXPR	2004 022-451-028	MACHINERY MAINTEN	PCT2 OIL CHANGE	21475	06/14/2004	06/18/2004		17.00
ECONO SIGN & BARRICADE	2004 022-451-033	BRIDGE REPAIR	PCT2 SIGNS	873573	06/14/2004	06/18/2004		84.90
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	PCT2 FUEL	67469	06/14/2004	06/18/2004		1,269.25
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	PCT2 DIESEL	67471	06/14/2004	06/18/2004		353.70
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	PCT2 DIESEL	67604	06/14/2004	06/18/2004		299.75
GARDNER OIL, INC.	2004 022-451-029	GAS, OIL, GREASE	PCT2 FUEL	67623	06/14/2004	06/18/2004		1,649.50
GULF WELDING	2004 022-451-028	MACHINERY MAINTEN	PCT2 OXYGEN	35212	06/14/2004	06/18/2004		31.50
HENSARLINGS TIRE CENTER	2004 022-451-028	MACHINERY MAINTEN	PCT2 MOUNTING	88401	06/14/2004	06/18/2004		34.00
HENSARLINGS TIRE CENTER	2004 022-451-028	MACHINERY MAINTEN	PCT2 FLAT REPAIR	87653	06/14/2004	06/18/2004		12.95
HENSARLINGS TIRE CENTER	2004 022-451-028	MACHINERY MAINTEN	PCT2 FLAT REPAIR	88989	06/14/2004	06/18/2004		8.00
HORTONS AUTOMOTIVE INC.	2004 022-451-028	MACHINERY MAINTEN	PCT2 97 CHEVY REPAI	050604	06/14/2004	06/18/2004		480.50
INTERNATIONAL MILL SERV	2004 022-451-032	ROAD MATERIAL	PCT2 ROAD MATERIAL	192437	06/14/2004	06/18/2004		394.93
INTERNATIONAL MILL SERV	2004 022-451-032	ROAD MATERIAL	PCT2 ROAD MATERIAL	193468	06/14/2004	06/18/2004		300.31
JAMES, ROBERT	2004 022-451-032	ROAD MATERIAL	PCT2 ORE	053104	06/14/2004	06/18/2004		340.00
LADE, JOHN M	2004 022-451-028	MACHINERY MAINTEN	DISTRIBUTOR(350 FOR	101	06/14/2004	06/18/2004		130.00
PARKER'S DO IT CENTER	2004 022-451-028	MACHINERY MAINTEN	PCT2 TUBE F40	6082128	06/14/2004	06/18/2004		59.70
REYNOLDS, JOHN D	2004 022-451-028	MACHINERY MAINTEN	REPLACE FUEL LINE	0006531	06/15/2004	06/18/2004		55.00
REYNOLDS, JOHN D	2004 022-451-028	MACHINERY MAINTEN	STEERING SHAFT,SEAL	0006533	06/15/2004	06/18/2004		115.00
ROARK, A. W., JR.	2004 022-451-032	ROAD MATERIAL	PCT2 ROAD MATERIAL	002ANR	06/14/2004	06/18/2004		360.00
ROARK, DAVID	2004 022-451-032	ROAD MATERIAL	PCT2 ROAD MATERIAL	002DR1	06/14/2004	06/18/2004		360.00
SCHRECK, TED TRUCKING	2004 022-451-032	ROAD MATERIAL	PCT2 SLAB	7773	06/14/2004	06/18/2004		840.00
SMARTS TRUCK & TRAILER	2004 022-451-028	MACHINERY MAINTEN	PCT2 310732P/310892	310732/31089	06/09/2004	06/18/2004		258.52
SMITH AND BARNHART	2004 022-451-035	UTILITIES	PCT2 PAGER(2 MONTHS	060104	06/14/2004	06/18/2004		13.90
SULLIVANS HARDWARE	2004 022-451-028	MACHINERY MAINTEN	PCT2 BULBS,LOCK	56173	06/15/2004	06/18/2004		10.47
SULLIVANS HARDWARE	2004 022-451-028	MACHINERY MAINTEN	PCT2 PLUGS	54773	06/15/2004	06/18/2004		7.98
SULLIVANS HARDWARE	2004 022-451-028	MACHINERY MAINTEN	PCT2 KEYS	53457	06/15/2004	06/18/2004		3.96
SULLIVANS HARDWARE	2004 022-451-028	MACHINERY MAINTEN	PCT2 HAMMER	53803	06/15/2004	06/18/2004		17.99
TEXAS ASSOCIATION OF CO	2004 022-448-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290CC	06/03/2004	06/18/2004		1,466.22
TIMBERMANS SUPPLY	2004 022-451-028	MACHINERY MAINTEN	PCT2 BLADES,FILTERS	167925	06/14/2004	06/18/2004		25.21
TYCO GENERAL FEED & RAN	2004 022-451-028	MACHINERY MAINTEN	PCT2 REMEDY,ERASER	219050	06/14/2004	06/18/2004		201.00
TYCO GENERAL FEED & RAN	2004 022-451-028	MACHINERY MAINTEN	PCT2 POST PULLER	220407	06/14/2004	06/18/2004		35.00
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 FILTER	317755	06/15/2004	06/18/2004		1.49
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 CARB KIT	317257	06/15/2004	06/18/2004		66.34
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 CULVERT	317616	06/15/2004	06/18/2004		655.32
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 CULVERT,FILTER	317685	06/15/2004	06/18/2004		212.26
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 PARTS	315818	06/15/2004	06/18/2004		51.96
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 WATER PUMP	315725	06/15/2004	06/18/2004		86.99
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 PARTS	315980	06/15/2004	06/18/2004		3.86
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 30W	315706	06/15/2004	06/18/2004		9.64
TYLER COUNTY PARTS, INC	2004 022-451-028	MACHINERY MAINTEN	PCT2 PEN	316000	06/15/2004	06/18/2004		3.98
U PUMP IT	2004 022-451-029	GAS, OIL, GREASE	PCT2 FUEL	0020938	06/14/2004	06/18/2004		33.73
WALMART COMMUNITY	2004 022-451-040	MISCELLANEOUS SUP	PCT2 SUPPLIES	006079	06/14/2004	06/18/2004		32.75
WHITWORTH,CHAD	2004 022-451-040	MISCELLANEOUS SUP	PCT2 MOWING	053104CM	06/14/2004	06/18/2004		100.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ADVANCED SYSTEMS & ALAR	2004 023-451-028	MACHINERY MAINTEN	ANNUAL INSPECTION	10823	06/16/2004	06/18/2004		139.50
BILLY WILLIAMS TRUCKING	2004 023-451-032	ROAD MATERIAL	PCT3 ROAD MATERIAL	052404-3	06/16/2004	06/18/2004		3,275.10
CALCO CALLENS CO INC	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	14075	06/16/2004	06/18/2004		717.30
CINGULAR WIRELESS	2004 023-451-035	UTILITIES	PCT3 409-331-4724/4	793899742-JN	06/15/2004	06/18/2004		96.14
ELITE ROCK/TEXAS BANK &	2004 023-451-032	ROAD MATERIAL	PCT3 ROAD MATERIAL	04-2001228	06/16/2004	06/18/2004		165.00
GARDNER OIL, INC.	2004 023-451-029	GAS, OIL, GREASE	PCT3 FUEL	67460	06/16/2004	06/18/2004		294.25
GARDNER OIL, INC.	2004 023-451-029	GAS, OIL, GREASE	PCT3 FUEL	67470	06/16/2004	06/18/2004		944.25
GARDNER OIL, INC.	2004 023-451-029	GAS, OIL, GREASE	PCT3 DIESEL	67473	06/16/2004	06/18/2004		589.50
GARDNER OIL, INC.	2004 023-451-029	GAS, OIL, GREASE	PCT3 FUEL	67608	06/16/2004	06/18/2004		843.25
GARDNER OIL, INC.	2004 023-451-029	GAS, OIL, GREASE	PCT3 DIESEL	67610	06/16/2004	06/18/2004		299.75
GRAY'S WHOLESALE TIRE	2004 023-451-030	TIRES, TUBES	PCT3 TIRES	942394	06/16/2004	06/18/2004		355.44
BREVENBERG COMMUNICATIO	2004 023-451-028	MACHINERY MAINTEN	PCT3 RADIO REPAIR	3051	06/16/2004	06/18/2004		114.00
HENSARLINGS TIRE CENTER	2004 023-451-030	TIRES, TUBES	PCT3 FLAT REPAIR	88379	06/16/2004	06/18/2004		105.00
HENSARLINGS TIRE CENTER	2004 023-451-030	TIRES, TUBES	PCT3 TIRES	88797	06/16/2004	06/18/2004		299.78
HENSARLINGS TIRE CENTER	2004 023-451-030	TIRES, TUBES	PCT3 FLAT REPAIR	88996	06/16/2004	06/18/2004		65.00
HENSARLINGS TIRE CENTER	2004 023-451-030	TIRES, TUBES	PCT3 TIRES	88450	06/16/2004	06/18/2004		299.78
HILLISTER TRACTOR	2004 023-451-028	MACHINERY MAINTEN	PCT3 REPAIRS	R13144	06/16/2004	06/18/2004		994.14
HILLISTER TRACTOR	2004 023-451-028	MACHINERY MAINTEN	PCT3 REPAIRS	13206	06/16/2004	06/18/2004		255.10
HILLISTER TRACTOR	2004 023-451-028	MACHINERY MAINTEN	PCT3 REPAIRS	13207	06/16/2004	06/18/2004		255.10
JERRYS SAW SHOP	2004 023-451-028	MACHINERY MAINTEN	PCT3 FILE,OIL	9170	06/16/2004	06/18/2004		28.13
JERRYS SAW SHOP	2004 023-453-045	PURCHASE OF EQUIP	PCT3 CHAINSAW	009602A	06/16/2004	06/18/2004		679.95
JERRYS SAW SHOP	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	009602B	06/16/2004	06/18/2004		47.29
MARTINS TRU-VALUE HDWE.	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	0011896	06/16/2004	06/18/2004		91.85
MUSIC MOUNTAIN WATER CO	2004 023-451-040	MISCELLANEOUS SUP	PCT3	J79996800-3	06/16/2004	06/18/2004		18.67
MUSTANG TRACTOR	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	1450657	06/16/2004	06/18/2004		25.10
ROARK, A. W., JR.	2004 023-451-032	ROAD MATERIAL	PCT3 ROAD MATERIAL	002AWR-3	06/16/2004	06/18/2004		432.00
ROARK, DAVID	2004 023-451-032	ROAD MATERIAL	PCT3 ROAD MATERIAL	002DR-3	06/16/2004	06/18/2004		432.00
SEXTON, MATTIE M	2004 023-451-040	MISCELLANEOUS SUP	PCT3 BARN CLEAN(4/2	042304	06/16/2004	06/18/2004		35.00
SEXTON, MATTIE M	2004 023-451-040	MISCELLANEOUS SUP	PCT3 BARN CLEAN(5/7	050704	06/16/2004	06/18/2004		35.00
SHEPHERD'S UNIFORM & LI	2004 023-451-044	UNIFORMS	PCT3 UNIFORMS	755918	06/16/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 023-451-044	UNIFORMS	PCT3 UNIFORMS	757415	06/16/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 023-451-044	UNIFORMS	PCT3 UNIFORMS	758897	06/16/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 023-451-044	UNIFORMS	PCT3 UNIFORMS	760367	06/16/2004	06/18/2004		34.65
STORY-WRIGHT	2004 023-451-040	MISCELLANEOUS SUP	PCT3 DISKETTES	998165	06/16/2004	06/18/2004		3.29
SULLIVANS HARDWARE	2004 023-451-040	MISCELLANEOUS SUP	PCT3 BULBS	53804	06/16/2004	06/18/2004		3.38
TEXAS ASSOCIATION OF CO	2004 023-448-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290DD	06/03/2004	06/18/2004		1,551.24
TIMBERMANS SUPPLY	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	167850	06/16/2004	06/18/2004		86.43
TIMBERMANS SUPPLY	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	167902	06/16/2004	06/18/2004		72.66
TIMBERMANS SUPPLY	2004 023-451-028	MACHINERY MAINTEN	PCT3 BRAKE SHOES	168237	06/16/2004	06/18/2004		357.28
TIMBERMANS SUPPLY	2004 023-451-028	MACHINERY MAINTEN	PCT3 PARTS	168249	06/16/2004	06/18/2004		31.23
TRUCK & EQUIPMENT REPAI	2004 023-451-028	MACHINERY MAINTEN	PCT3 R&R STARTER	0006523	06/16/2004	06/18/2004		40.00
TRUCK & EQUIPMENT REPAI	2004 023-451-028	MACHINERY MAINTEN	PCT3 REPAIRS	0006539	06/16/2004	06/18/2004		160.00
TYLER COUNTY PARTS, INC	2004 023-451-028	MACHINERY MAINTEN	PCT3 OIL	316295	06/16/2004	06/18/2004		18.30
TYLER COUNTY PARTS, INC	2004 023-451-029	GAS, OIL, GREASE	PCT3 PLIERS	316314	06/16/2004	06/18/2004		17.69
TYLER COUNTY PARTS, INC	2004 023-451-031	CULVERTS	PCT3 CULVERT	316316	06/16/2004	06/18/2004		195.00
TYLER COUNTY PARTS, INC	2004 023-451-028	MACHINERY MAINTEN	PCT3 BLADE	316316B	06/16/2004	06/18/2004		12.50
TYLER COUNTY PARTS, INC	2004 023-451-031	CULVERTS	PCT3 CULVERTS	316641	06/16/2004	06/18/2004		957.40
TYLER COUNTY PARTS, INC	2004 023-451-028	MACHINERY MAINTEN	PCT3 OIL	316776	06/16/2004	06/18/2004		44.09
TYLER COUNTY PARTS, INC	2004 023-451-031	CULVERTS	PCT3 CULVERT	317264	06/16/2004	06/18/2004		301.00
TYLER COUNTY PCT IV	2004 023-451-040	MISCELLANEOUS SUP	REMB OFFICE SUPPLIE	001680/00399	06/16/2004	06/18/2004		34.75
U PUMP IT	2004 023-451-029	GAS, OIL, GREASE	PCT3 FUEL	0020936	06/16/2004	06/18/2004		72.69

16,029.90

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PG NO	AMOUNT
ALLISON CHEVROLET	2004 024-451-028	MACHINERY MAINTEN	CHEVY LD2500 INSPEC	120379	06/15/2004	06/18/2004		12.50
EAST TEXAS MACHINE	2004 024-451-028	MACHINERY MAINTEN	PCT4 REPAIRS	33016	06/15/2004	06/18/2004		123.89
ETOX INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 CYLINDER	472237	06/15/2004	06/18/2004		29.06
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 NOZZLE	67405	06/15/2004	06/18/2004		38.40
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 FUEL	67411	06/15/2004	06/18/2004		403.75
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 DIESEL	67415	06/15/2004	06/18/2004		825.30
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 FUEL	67526	06/15/2004	06/18/2004		466.25
GARDNER OIL, INC.	2004 024-451-029	GAS, OIL, GREASE	PCT4 DIESEL	67527	06/15/2004	06/18/2004		599.50
GRAY'S WHOLESALE TIRE	2004 024-451-030	TIRES, TUBES	PCT4 TIRES	942230	06/15/2004	06/18/2004		96.50
GRAY'S WHOLESALE TIRE	2004 024-451-030	TIRES, TUBES	PCT4 TIRES	942229	06/15/2004	06/18/2004		763.68
GULF COAST LIMESTONE	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	526571	06/15/2004	06/18/2004		842.00
HILLISTER TRACTOR	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	13209	06/15/2004	06/18/2004		327.80
INTERNATIONAL MILL SERV	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	191773	06/15/2004	06/18/2004		523.27
LEHMAN'S PIPE AND STEEL	2004 024-451-028	MACHINERY MAINTEN	PCT2 PIPE	118999	06/15/2004	06/18/2004		202.50
MORRIS MOORE CHEVROLET-	2004 024-451-028	MACHINERY MAINTEN	PCT4 HANDLE	49534	06/15/2004	06/18/2004		19.32
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115551	06/15/2004	06/18/2004		14.82
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	116431	06/15/2004	06/18/2004		82.80
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115423	06/15/2004	06/18/2004		136.00
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	116427	06/15/2004	06/18/2004		1.29
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115424	06/15/2004	06/18/2004		27.03
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115563	06/15/2004	06/18/2004		12.43
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115815	06/15/2004	06/18/2004		5.58
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	PCT4 PARTS	115844	06/15/2004	06/18/2004		6.95
MOTT WHOLESale, INC.	2004 024-451-028	MACHINERY MAINTEN	INMATE SERVICE ACCO	115611	06/15/2004	06/18/2004		6.22
MUSIC MOUNTAIN WATER CO	2004 024-451-040	MISCELLANEOUS SUP	PCT4 J79996800	J79996800	06/15/2004	06/18/2004		18.68
ROARK, A. N., JR.	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	002AWR-4	06/15/2004	06/18/2004		1,076.25
ROARK, DAVID	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	0002DR-4	06/15/2004	06/18/2004		1,076.25
SCHRECK, TED TRUCKING	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	7769	06/15/2004	06/18/2004		1,000.00
SEARS COMMERCIAL ONE	2004 024-451-028	MACHINERY MAINTEN	PCT4 GRINDER KIT	T488732	06/15/2004	06/18/2004		47.99
SHEPHERD'S UNIFORM & LI	2004 024-451-044	UNIFORMS	PCT4	756074	06/15/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 024-451-044	UNIFORMS	PCT4	757580	06/15/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 024-451-044	UNIFORMS	PCT4	759000	06/15/2004	06/18/2004		34.65
SHEPHERD'S UNIFORM & LI	2004 024-451-044	UNIFORMS	PCT4	760525	06/15/2004	06/18/2004		34.65
SMARTS TRUCK & TRAILER	2004 024-451-028	MACHINERY MAINTEN	PCT4 REPAIRS	45847/309637	06/15/2004	06/18/2004		3,032.90
TEXAS ASSOCIATION OF CO	2004 024-448-005	WORKERS COMPENSAT	THIRD QTR, 2004	2290EE	06/03/2004	06/18/2004		2,111.22
TROTTI AND THOMSON	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	222193	06/15/2004	06/18/2004		200.88
TROTTI AND THOMSON	2004 024-451-032	ROAD MATERIAL	PCT4 ROAD MATERIAL	222194	06/15/2004	06/18/2004		220.26
TYLER COUNTY PARTS, INC	2004 024-451-028	MACHINERY MAINTEN	PCT4 V-BELTS	316990	06/15/2004	06/18/2004		19.23
TYLER COUNTY PARTS, INC	2004 024-451-028	MACHINERY MAINTEN	PCT4 V-BELTS	316993	06/15/2004	06/18/2004		2.29
TYLER COUNTY PCT III	2004 024-448-001	SALARIES & PART-T	PCT4 1/2 SALARY	12299	06/15/2004	06/18/2004		763.00
TYLER COUNTY PCT III	2004 024-448-002	SOCIAL SECURITY	PCT4 SS	12299SS	06/15/2004	06/18/2004		58.37
TYLER COUNTY PCT III	2004 024-448-003	RETIREMENT	PCT4 RET	12299RET	06/15/2004	06/18/2004		62.11
TYLER COUNTY PCT III	2004 024-448-006	UNEMPLOYMENT INSU	PCT4 UNEMP	12299UNP	06/15/2004	06/18/2004		3.13
TYLER COUNTY PCT III	2004 024-448-005	WORKERS COMPENSAT	PCT4 WRKS COMP	12299WC	06/15/2004	06/18/2004		1.85
TYLER COUNTY PCT III	2004 024-448-004	HOSPITALIZATION	PCT4 INS	12299INS	06/15/2004	06/18/2004		7.63
TYLER COUNTY PCT III	2004 024-448-004	HOSPITALIZATION	PCT4 HOSP	12299HSP	06/15/2004	06/18/2004		217.03
VERIZON WIRELESS	2004 024-451-035	UTILITIES	PCT4 409-429-4045/4	0527197622	06/15/2004	06/18/2004		123.55
WALMART COMMUNITY	2004 024-451-040	MISCELLANEOUS SUP	PCT4 OFFICE SUPPLI	001679	06/15/2004	06/18/2004		15.08
WALMART COMMUNITY	2004 024-451-040	MISCELLANEOUS SUP	PCT4 OFFICE SUPPLI	001680	06/15/2004	06/18/2004		19.99
WALMART COMMUNITY	2004 024-451-040	MISCELLANEOUS SUP	PCT4 OFFICE SUPPLI	003995	06/15/2004	06/18/2004		14.76

15,797.89

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GARDNER OIL, INC.	2004 037-451-029	GAS, OIL, GREASE	TCCC DIESEL	46215	06/11/2004	06/18/2004		79.70
GARDNER OIL, INC.	2004 037-451-029	GAS, OIL, GREASE	TCCC DIESEL	46424	06/11/2004	06/18/2004		120.39
HARDIN COUNTY LANDFILL	2004 037-451-043	CONTAINER HAULS	TCCC MAY,2004	HC0514	06/11/2004	06/18/2004		2,416.50
HARDIN COUNTY LANDFILL	2004 037-451-043	CONTAINER HAULS	TCCC APRIL,2004	HC0414	06/11/2004	06/18/2004		2,487.00
HENSARLINGS TIRE CENTER	2004 037-451-028	MACHINERY MAINTEN	TCCC TIRE	87184	06/11/2004	06/18/2004		18.00
HORTON AUTO INC	2004 037-451-028	MACHINERY MAINTEN	TCCC VALVE ASMBLY	042204	06/11/2004	06/18/2004		65.70
KOUNTZE ENTERPRISES, IN	2004 037-451-028	MACHINERY MAINTEN	TCCC SERVICE CALL	4892	06/11/2004	06/18/2004		35.00
TEXAS ASSOCIATION OF CO	2004 037-448-005	WORKER'S COMPENSA	THIRD QTR, 2004	2290FF	06/03/2004	06/18/2004		594.64
TIMBERMANS SUPPLY	2004 037-451-028	MACHINERY MAINTEN	TCCC SUPPLIES	167760	06/11/2004	06/18/2004		9.00
WALMART COMMUNITY	2004 037-451-028	MACHINERY MAINTEN	TCCC REFRIGERANT	008967	06/11/2004	06/18/2004		14.48

5,840.41

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
DOGWOOD COUNTRY FLORIST	2004 050-492-005	MISCELLANEOUS	HENNIGAN SERVICE	615	06/04/2004	06/18/2004		108.25
U PUMP IT	2004 050-492-005	MISCELLANEOUS	TCDA 2831468	20897	06/04/2004	06/18/2004		59.65

								167.90

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ACCU CHEM LABORATORIES	2004 053-451-007	SUPPLIES & OPERAT	CSCD COLLINS	527041	06/03/2004	06/18/2004		11.00
ACCU CHEM LABORATORIES	2004 053-451-007	SUPPLIES & OPERAT	CSCD PROSPERIE	527127A	06/11/2004	06/18/2004		11.00
ACCU CHEM LABORATORIES	2004 053-451-007	SUPPLIES & OPERAT	CSCD DAVIS	527127B	06/11/2004	06/18/2004		11.00
AMERICAN EXPRESS	2004 053-437-015	TRAVEL/FURNISHED	CSCD	37834315280F	06/03/2004	06/18/2004		126.80
AMERICAN EXPRESS	2004 053-451-009	UTILITIES	CSCD	378343152806	06/03/2004	06/18/2004		1,465.46
CORRECTIONS SOFTWARE CD	2004 053-451-016	PROFESSIONAL FEES	CSCD COMPUTER PROGR	108173	06/03/2004	06/18/2004		930.00
MINOLTA CORPORATION	2004 053-451-007	SUPPLIES & OPERAT	CSCD 21784	E051702930	06/03/2004	06/18/2004		91.71
MUSIC MOUNTAIN WATER CD	2004 053-451-007	SUPPLIES & OPERAT	CSCD	MY51092000	06/10/2004	06/18/2004		47.85
STORY-WRIGHT	2004 053-451-007	SUPPLIES & OPERAT	CSCD OFFICE SUPPLIE	999001	06/10/2004	06/18/2004		127.50
VERIZON WIRELESS	2004 053-437-010	UTILITIES	CSCD 429-0805	05265890572	06/03/2004	06/18/2004		63.34
WALMART COMMUNITY	2004 053-451-007	SUPPLIES & OPERAT	CSCD OFFICE SUPPLIE	009511	06/03/2004	06/18/2004		115.74

3,001.40

ALL RECORDS FROM 06/18/2004 TO 06/18/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
DODLEY TACKABERRY, INC.	2004 074-453-045	COMMUNICATION EBU ACCT #063420		380118	06/16/2004	06/18/2004		344.16
TBPC FEDERAL SURPLUS PR	2004 074-453-045	COMMUNICATION EBU ACCT #43440		1740571	06/16/2004	06/18/2004		250.00
								----- 594.16
			TOTAL VOUCHERS					125,413.29



County of the Dogwood Festival

JOYCE MOORE

TYLER COUNTY AUDITOR
100 WEST BLUFF ROOM 106
WOODVILLE, TEXAS 75979



(409) 283-3652

June 18, 2004

TO THE HONORABLE COMMISSIONERS COURT:

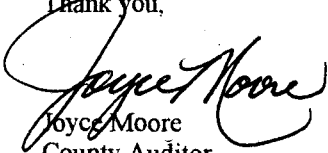
The following bills have been presented to Tyler County to be paid out of the Justice Center Repairs line item in General Fund:

J. A. Sexauer	#113518724	Workboard deck faucet/kits	\$ 1,606.14
Parker Lumber	#Various	Paint & Miscellaneous Supplies	654.36
Emergency Power Service	#2234	Generator Repair(lightning strike)	3,138.64
Thermacon Service Company	#1669834	A/C Repair(lightning strike)	8,977.76
Total Billings			\$14,376.90

The Justice Center Repairs line item does not have enough remaining in budgeted funds to accommodate the entire amount due on these invoices. If I can acquire the Certificates of Lightning on the above mentioned bills, they will be sent to TAC for coverage.

I am requesting approval to pay the bills and advisement on from which line item to take the needed funds.

Thank you,


Joyce Moore
County Auditor

**TYLER COUNTY FUNDS
RECONCILED BANK BALANCES
FOR THE MONTH ENDED MAY 31, 2004**

COUNTY TREASURER

Treasurer's Account #076-927	\$ 3,210,325.55	
Jail I & S Account #076-919	46,956.28	
COPS in Schools - Spurger ISD #085-522	.33	
VAW Special Prosecutor Grant #085-225	.69	
CVA Coordinating Team Grant #085-423	1.65	
On Site Sewer Grant #085-886	0.00	
Payroll Account #076-935	0.00	
Collection Center Special Trust Account #085-233	<u>2,184.66</u>	\$ 3,259,469.16

COUNTY CLERK

Fee Account #076-950	\$ 24,856.66	
Trust Account #076-968	<u>34,048.34</u>	58,905.00

CRIMINAL DISTRICT ATTORNEY

Forfeiture Account #623-173	\$ Unavailable	
C. D. A. Investigative Training Account #883-998	<u>Unavailable</u>	0.00

DISTRICT CLERK

Fee Account #024-513	\$ 17,485.53	
Trust Account #024-505	54,301.79	
Child Support Account #024-497	<u>16.15</u>	71,787.32

JUSTICE OF PEACE, PCT. 1

Bond Account #084-616	\$ <u>200.00</u>	200.00
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SHERIFF

Fee Account #082-081	\$ 7.00	
Cash Bond #082-073	16,250.00	
Commissary Account #082-412	39,613.00	
Activities League Account #082-586	<u>41.45</u>	55,911.45

TAX ACCOUNT

Auto Account #082-057	\$ 60,870.74	
VIT Escrow #083-329	5,534.28	
Tax account #082-040	187,152.27	
Escrow Account #082-032	<u>2,852.02</u>	256,409.31

TOTAL IN BANKS

\$ 3,702,698.39

INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS §

COUNTY OF TYLER §

1. PARTIES:

This Interlocal Cooperation Contract ("Contract") is made and entered into between the County of Tyler ("County"), a political subdivision of the State of Texas, and the City of Woodville ("City"), a political subdivision of the State of Texas.

2. OVERVIEW:

The purpose of this Contract is for the County to contract with the City to perform governmental functions and services in the area of waste disposal in accordance with Texas Government Code Chapter 791. The performance of these governmental functions and services in the area of waste disposal shall be performed by the City at no cost to the County. The consideration for this Contract is the mutual agreement between the County and City for the exchange of and use of certain waste disposal equipment between these two (2) political subdivisions during emergency situations as mutually determined by the respective designated agent of these political subdivisions.

3. GOVERNING LAW:

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

4. VENUE:

The parties agree that this Contract is deemed performable in Tyler County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Tyler County, Texas.

5. COMPLIANCE WITH LAW:

The County and City both understand and agree that it will comply with all local, state and federal laws in the performance of this Contract.

6. LITIGATION AND INDEMNITY:

In the event that the County is aware of litigation in which this Contract is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the County shall make a good faith effort to notify the City immediately.

Each party may participate in the defense of a claim or suit affecting this Contract, but no

costs or expenses shall be incurred for any party by the other party without the other parties written consent.

To the extent authorized by law, the County agrees to indemnify and hold harmless the City against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract by the City on behalf of the County, and the County further agrees to satisfy any final judgment awarded against the County or the City arising from the performance of this Contract by the City on behalf of the County, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the City.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the County, unless such litigation does not name the County as a party.

7. CONTRACT MODIFICATION:

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

8. SEVERABILITY:

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

9. ALTERNATIVE DISPUTE RESOLUTION:

The parties herein agree for the submission of disputes arising under the Contract to the alternative dispute resolution procedures authorized by Texas Government Code Chapter 2009.

10. MULTIPLE COUNTERPARTS:

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

11. EFFECTIVE DATE OF CONTRACT:

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may

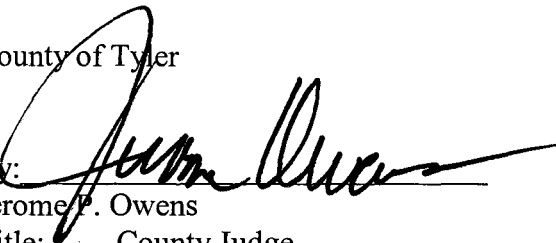
terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

City of Woodville
400 West Bluff Street
Woodville, Texas 75979
Attn: City Administrator


County of Tyler
Attention:
Commissioner Precinct #4
Tyler County Courthouse
100 West Bluff Street
Room A003
Woodville, Texas 75979

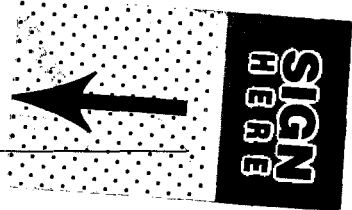
Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

County of Tyler

By: 
Jerome P. Owens
Title: County Judge
Date: June, 2004

City of Woodville

By: 
Jimmie R. Cooley
Title: Mayor
Date: June, 2004



JAMES M. ALLISON
ATTORNEY AT LAW
300 WEST BLUFF STREET
WOODVILLE, TEXAS 75979

Telephone (409) 283-3711

Facsimile (409) 283-3934

June 7, 2004

To: Joe R. Smith
Criminal District Attorney

Fax No. (409) 283-6128

From: Jim Allison

Re: Interlocal Cooperation Contract ("Contract") - City of Woodville and County of Tyler

Joe,

As discussed, I am attaching a Contract between the City and County that contains proposed changes to the initial draft. I understand there will be a Contract between the County and City along these same lines once both parties have agreed upon a final draft.

I don't believe the attached Contract contains any substantial changes to the initial draft but I have included certain information set out in Texas Government Code Chapter 791. Also, I am of the opinion the Contract can be automatically renewed annually and that Judge Owens should sign the Contract on behalf of the County rather than Mr. Walston.

Please review this attachment on behalf of the County and let me know if you have any questions or suggested changes. If not, we can proceed with the preparation and execution of final drafts for both the City and County.

Thank you,

Jim Allison

JMA/rh
attachments

Mr. Walston

Judge Owens:

[Signature]

Jim will get original over to you

INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS §

COUNTY OF TYLER §

1. PARTIES:

This Interlocal Cooperation Contract ("Contract") is made and entered into between the City of Woodville ("City"), a political subdivision of the State of Texas, and the County of Tyler ("County"), a political subdivision of the State of Texas.

2. OVERVIEW:

The purpose of this Contract is for the City to contract with the County to perform governmental functions and services in the area of waste disposal in accordance with Texas Government Code Chapter 791. The performance of these governmental functions and services in the area of waste disposal shall be performed by the County at no cost to the City. The consideration for this Contract is the mutual agreement between the City and County for the exchange of and use of certain waste disposal equipment between these two (2) political subdivisions during emergency situations as mutually determined by the respective designated agent of these political subdivisions.

3. GOVERNING LAW:

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

4. VENUE:

The parties agree that this Contract is deemed performable in Tyler County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Tyler County, Texas.

5. COMPLIANCE WITH LAW:

The City and County both understand and agree that it will comply with all local, state and federal laws in the performance of this Contract.

6. LITIGATION AND INDEMNITY:

In the event that the City is aware of litigation in which this Contract is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the City shall make a good faith effort to notify the County immediately.

Each party may participate in the defense of a claim or suit affecting this Contract, but no

costs or expenses shall be incurred for any party by the other party without the other parties written consent.

To the extent authorized by law, the City agrees to indemnify and hold harmless the County against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract by the County on behalf of the City, and the City further agrees to satisfy any final judgment awarded against the City or the County arising from the performance of this Contract by the County on behalf of the City, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the County.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the City, unless such litigation does not name the City as a party.

7. CONTRACT MODIFICATION:

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

8. SEVERABILITY:

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

9. ALTERNATIVE DISPUTE RESOLUTION:

The parties herein agree for the submission of disputes arising under the Contract to the alternative dispute resolution procedures authorized by Texas Government Code Chapter 2009.

10. MULTIPLE COUNTERPARTS:

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

11. EFFECTIVE DATE OF CONTRACT:

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

City of Woodville
400 West Bluff Street
Woodville, Texas 75979
Attn: City Administrator

County of Tyler
Attention:
Commissioner Precinct #4
Tyler County Courthouse
100 West Bluff Street
Room A003
Woodville, Texas 75979

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

County of Tyler

City of Woodville

By: _____
Jerome P. Owens
Title: County Judge
Date: June, 2004

By: _____
Jimmie R. Cooley
Title: Mayor
Date: June, 2004

COUNTY OF TYLER
TCDP 722781
ON-SITE SEWAGE FACILITIES PROJECT
FOR 42 LOW TO MODERATE INCOME HOUSEHOLDS

RATINGS AND RECOMMENDATIONS

<u>NAME AND ADDRESS</u>	<u>POINTS SCORED</u>	<u>RECOMMENDATION</u>
1. Gladys Arline P.O. Box 292 1980 Hwy 103 Hillister, Texas 77624	81	Change Order to Bid Package "G" Installation in Process by All American Plumbing
2. Michelle Merchant P.O. Box 312 Hillister, Texas 77624	80	Completed under Package "C" All American Plumbing
3. Leslie Clarence Dubose Rt. 4 Box 3104 Colmesneil, Texas 75933 (Rockland)	80	Package "A" Under Contract T. Johnson Industries
4. Eva Lou Riley P.O. Box 885 (CR 3051) Doucette, Texas 75942	72	Package "A" Under Contract T. Johnson Industries
5. Carl H. Addison, Sr. 1097 FM 92 Woodville, Texas 75979	72	Completed under Package "B" All American Plumbing
6. Iris Ball 717 Lake Camelot Circle (Ivanhoe) Woodville, Texas 75979	72	Completed under Package "B" All American Plumbing
7. Wilma Skinner P.O. Box 894 (CR 3050) Doucette, Texas 75942	71	Package "A" Under Contract T. Johnson Industries

- | | | | |
|-----|--|----|---|
| 8. | John LaFayette
391 White Tail Ridge
Woodville, Texas 75979 | 70 | Completed under
Package "B"
All American
Plumbing |
| 9. | Valerie Doyle
2556 Hwy 190 East
Woodville, Texas 75979 | 69 | Completed under
Package "B"
All American
Plumbing |
| 10. | Tommy M. Broom
Rural Route 5, Box 1935
(CR 4259 / Seneca Road)
Woodville, Texas 75979 | 69 | Completed under
Package "C"
All American
Plumbing |
| 11. | Lester Johnston
945 FM 1746
Woodville, Texas 75979 | 68 | Completed under
Package "C"
All American
Plumbing |
| 12. | Betty M. Elliott
P.O. Box 276
Hillister, Texas 77624 | 67 | Completed under
Package "C"
All American
Plumbing |
| 13. | John Bean
P.O. Box 222 (CR 4495)
Hillister, Texas 77624 | 63 | Completed under
Package "C"
All American
Plumbing |
| 14. | Melissa R. Vaughn
Rt. 1 Box 13 (Hwy 287)
Chester, Texas 75936 | 61 | Package "A"
Under Contract
T. Johnson Industries |
| 15. | Jodi Picard Gentz
115 Windchester Drive
Woodville, Texas 75979 | 52 | Completed under
Package "B"
All American
Plumbing |
| 16. | Ben E. Reppond
Rt. 4 Box 3146
(Rockland CR 1014 area)
Colmesneil, Texas 75938 | 77 | Completed under
Package "E"
All American Plumbing |

- | | | | |
|-----|--|----|---|
| 17. | Pearl Foster
P.O. Box 253 (CR 4496)
Hillister, Texas 77624 | 77 | Completed under
Package "D"
All American Plumbing |
| 18. | Jimmie Brooks
P.O. Box 711(Hwy 69 North)
Doucette, Texas 75942 | 73 | Site to small |
| 19. | Russell Walters
14227 FM 103
Spurger, Texas 77660 | 70 | Completed under
Package "D"
All American Plumbing |
| 20. | Kathy Harrison
2220 Foster Hill Road
Woodville, Texas 75979 | 61 | Completed under
Package "D"
All American Plumbing |
| 21. | Jack Lewis
P.O. Box 642
Doucette, Texas 75942 | 67 | Site to small |
| 22. | Rannel Mitchell
P.O. Box 712
Doucette, Texas 75942 | 66 | Site to small |
| 23. | Noah & Gwendolyn Betts
P.O. Box 712 (Hwy 69 North)
Doucette, Texas 75942 | 58 | Completed under
Package "E"
All American Plumbing |
| 24. | Harold C. Sturrock, Jr.
Rt 1 Box 349 (CR 2617)
Chester, Texas 75936 | 45 | 2nd Round of Bidding
Under Contract
All American Plumbing |
| 25. | Milburn Wayne Bates
205 White Trail Ridge
Woodville, Texas 75975 | 69 | Completed under
Package "F"
All American Plumbing |
| 26. | William & Debra Claiborne
P.O. Box 240
Hillister, TX 77624 | 79 | Completed under
Package "F"
All American Plumbing |

27.	J.D. Grantham P. O. Box 128 Spurger, Texas 77660	72	Withdraw application
28.	Odessa Henderson Rt. 4 Box 3350 Rockland, Texas 75938	84	Completed under Package "E" All American Plumbing
29.	Almon Powell 2430 Hwy 190 E. Woodville, Texas	60	3 rd Round of Bidding Under Contract All American Plumbing
30.	Faye Simpson P. O. Box 373 Fred, Texas 77616	62	Completed under Package "F" All American Plumbing
31.	Melva Joyce Smith 3504 Hwy 287 Woodville, Texas 75979	66	3 rd Round of Bidding Under Contract All American Plumbing
32.	Ima Yawn Rt. 1 Box 205 Fred, Texas 77616	66	Completed under Package "F" All American Plumbing
33.	Susie A. Hill 2492 Hwy. 190 East Woodville, Tx 75979 (Dam B area)	73	3 rd Round of Bidding Under Contract All American Plumbing
34.	Obie Stewart P.O. Box 892 Douchette, Tx 75942	72	3 rd Round of Bidding Under Contract All American Plumbing
35.	David W. Guinn 1 White Tail Ridge Woodville, TX 75979	74	4 th Round of Bidding Plans Approved
36.	Sherry McRight P.O. Box 606 525 Stonehenge Dr. Ivanhoe Woodville, TX 75979	77	4 th Round of Bidding Plans Approved

- | | | | |
|-----|---|----|--|
| 37. | Michael C. Landry
Rt. 4 Box 2680
Colmesneil, TX 75938 | 56 | 4 th Round of Bidding
Plans Approved |
| 38. | Paul Roger Weatherspoon
388 White Tail Ridge
Woodville, Texas 75979 | 59 | 4 th Round of Bidding
Plans Approved |
| 39. | Jerry Byrum
309 Park Loop
Chester, Tx 75936 | 63 | 4 th Round of Bidding
Plans Approved |
| 40. | Marilyn Mitchell McNeal
P.O. Box 636
Doucette, Tx 75942 | 64 | Site to Small |
| 41. | Shelia W. Williams
P.O. Box 141
Chester, Tx 75936 | 61 | 4 th Round of Bidding
Plans Approved |
| 42. | Nolan Fade
P.O. Box 184
Chester, Texas 75931 | 65 | 4 th Round of Bidding
Plans Approved |
| 43. | Michael Flowers
Rt 1, Box 15
Chester, Texas 75031 | 68 | 4 th Round of Bidding
Plans Approved |
| 44. | Charles Fortenberry
Rt. 2, Box 1437
Woodville, Texas 75970 | 63 | 4 th Round of Bidding
Plans Approved |

Interlocal Cooperation Contract

STATE OF TEXAS

COUNTY OF Tyler§
§
§

I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the COUNTY of Tyler, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgement ordering payment of a fine or cost in the manner ordered by the court in a manner involving any offense within the jurisdiction of the justice or municipal court.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgement and which has submitted an appropriate FTA report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgement as required by law, the local political subdivision may submit an FTA report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgement;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a

- judgement as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgement; and
 - (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgement arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgement arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgement of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA report was submitted in error or has been destroyed in accordance with local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received

and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas, LLP. ("Vendor"), a partnership organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas, LLP.
7320 N. MoPac Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without the other parties written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgement awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgement or related cost is not attributed by the judgement of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local Political Subdivision

Texas Department of Public Safety
Project Administrator, FTA Program
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5948 (fax)

Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF LOCAL POLITICAL SUBDIVISION*
PUBLIC SAFETY**

Tom Haas
Chief of Finance



Authorized Signature

Date June 18, 2004

Title County Judge

Date

* An additional page may be attached if more than one signature is required to execute this contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

TYLER COUNTY EMERGENCY SERVICES DISTRICT # 1

IVANHOE VOLUNTEER FIRE DEPARTMENT NO. _____

TIME 1:45 P.M.

DISTRICT REPORT FOR FISCAL 2003

MAY 10 2004

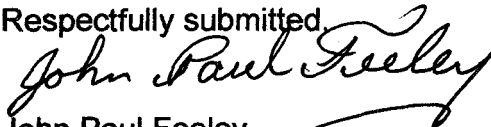
DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

By _____

- A. The third year of the District's operations has been reasonably normal. There have been several high points but they were spread out through the year and didn't strain our resources, nor personnel greatly. This report will cover our activities from October 1, 2002 thru September 30, 2003.
- B. Improvements during this fiscal year have continued along the lines as stated in our original plan at the creation of the District. Recruitment and training are showing gains with 8 basic certified firefighters, several firefighters achieving "operations" levels in Hazardous Materials training, the Assistant Chief completing the third year of a five year Officer Development course at the Annual A & M Municipal fire school, and our Fire Marshal completing the 4 week Fire Investigator course and passing the Texas Commission on Fire Protection test to certify with them as an investigator. New recruits are being introduced to the fire service with training at the basic level, and all personnel are taking advantage of outside schools when possible to advance their skills in specialized subjects. Late in the year we have started a "Driver Operator" class for all hands that covers operation and driving skills of pumper and tanker trucks. We expect to finish this in the next year and qualify most of the personnel as "driver/Operator" under the State Firemen and Fire Marshals' training program.
- C. During the summer we installed 3 dry hydrants on Lakes Charmane and Galahad to improve water supplies at points that would be closer to the fire scene as opposed to returning to the station for reloads. Reductions in travel time translate to reduced lost time at the fire and improve the suppression activities. Additional dry hydrants have been obtained and will be installed during the next summer season.
- D. In keeping with our commitment to the County Haz-Mat Response Team, we have obtained a donation from the Moon Run VFD of Moon Run, Pa of a 1985 Ford/Horton box body ambulance that they were using as a Squad truck. This allows us a vehicle to concentrate all of our equipment and supplies on one vehicle for ease of response. We also have gotten 4 Level A fully enclosed suits suitable for training use by HM personnel. With current equipment and trained personnel we are able to respond to small to medium size incidents up to a level B standard. Other equipment improvements included purchase of additional portable radios and replacement of 20 year old pagers with new models.
- E. Outstanding events during this year Started with the shuttle disaster and recovery operations. Supplying both search team personnel and our Rehab unit for a period of 10 days , we had an average of 7 people and 2 vehicles every day. Rehab was charged with providing food services to a search group (5 teams) and general support as directed. Later in May of the year, we assisted at the Moss Hill Pipeline fire with tanker and Rehab unit support. Our Rehab supplied all food and drinks during the first day of this incident, assisted with drinks by several FD auxiliaries. The remainder of the year was taken up with normal operations, training, and maintenance and repairs

- F. Of course, the greatest event in the year came in September when we were awarded a FEMA Fire Act Grant in the amount of \$ 185,000.00 for the purchase of a 2500 gallon/1250 gpm Pumper Tanker. This grant is a 90/10 cost sharing grant that obligates us to provide 10 % or \$ 18,500 of the total grant. We will also have to provide approx, \$ 6,000.00 for equipment not included in the grant total. We do not anticipate any problem in this as we have been trying for the grant the past 3 years and have some funds on hand and will provide the rest over the period of the grant which extends until 1 September 2004.
- G. The District continues to meet professional standards in our training and operations. Additional core subject training, new classes dealing with Terrorism, and WMD have and will put a strain on our time availability, however we are meeting the challenge and will continue to do so in the future. Our commitment to provide the best protection and service to our community and our county that is possible continues to lead us and dictate our direction.

Respectfully submitted,



John Paul Feeley
President, Board of Commissioners
Tyler County Emergency Services District # 1

05/10/04

Tyler County ESD # 1 Ivanhoe Vol. Fire Dept.
Profit & Loss Budget vs. Actual
 October 1, 2002 through October 1, 2003

	Oct 1, '02 - Oct 1, '03	Budget
Income		
Contributions	7,470.98	
Grants	2,500.00	
Individual paymts, Radio Lease	1,927.60	
Interest	95.16	
Miscellaneous	3,862.36	
Tax Revenue	48,936.15	
Tyler County Payments	900.15	
Total Income	65,692.40	
Cost of Goods Sold		
Cost of Goods Sold	0.00	
Total COGS	0.00	
Gross Profit	65,692.40	
Expense		
Bank Service Charges	1,416.80	
BUILDING & GROUNDS MAINTANCE	700.97	
BUILDING FUND	0.00	
CAPITAL EXPENDITURES	28,071.29	
Chief checkbook	502.26	
CONSUMABLE SUPPLIES	76.40	
Contingency Fund	0.00	
EQUIPMENT MAINTENANCE	2,422.80	
FIRE DEPARTMENT FUND, NON-TAX	7,559.24	
Insurance	5,079.00	
Miscellaneous	0.00	
New Truck Account	0.00	
OFFICE SUPPLIES	1,031.82	
POSTAGE, MAILING EXPENSES	166.98	
PROFESSIONAL FEES, DUES	3,947.00	
RADIO & COMMUNICATIONS	537.24	
REHAB SUPPLIES	545.46	
TRAINING & SCHOOLS	2,521.82	
Uncategorized Expenses	0.00	
UNIFORMS, PROT. CLOTHING	391.12	
UTILITIES	3,726.50	
VEHICLE EXPENSES	6,692.99	
Total Expense	65,389.69	
Net Income	302.71	

05/10/04

Tyler County ESD # 1 Ivanhoe Vol. Fire Dept.
Profit & Loss Budget vs. Actual
 October 1, 2002 through October 1, 2003

	Oct 1, '02 - Oct 1, '03	Budget
Income		
Contributions		
Labor Day BBQ	3,476.28	
Memorial Day BBQ	2,814.00	
Other Contributions	943.00	
Recycling Account	237.70	
Contributions - Other	0.00	
Total Contributions	7,470.98	
Grants	2,500.00	
Individual paymts, Radio Lease	1,927.60	
Interest	95.16	
Miscellaneous	3,862.36	
Tax Revenue	48,936.15	
Tyler County Payments	900.15	
Total Income	65,692.40	
Cost of Goods Sold		
Cost of Goods Sold	0.00	
Total COGS	0.00	
Gross Profit	65,692.40	
Expense		
Bank Service Charges	1,416.80	
BUILDING & GROUNDS MAINTANCE		
Grounds	337.56	
Office	236.88	
Station	126.53	
BUILDING & GROUNDS MAINTANCE - Other	0.00	
Total BUILDING & GROUNDS MAINTANCE	700.97	
BUILDING FUND		
CAPITAL EXPENDITURES	0.00	
Boat, plastic	0.00	
Lease, Brush 91 Skid Unit	3,660.32	
Lease, Engine 93	14,736.00	
Rehab 94, New Awning	0.00	
Rehab 94, New Generator	0.00	
CAPITAL EXPENDITURES - Other	9,674.97	
Total CAPITAL EXPENDITURES	28,071.29	
Chief checkbook	502.26	
CONSUMABLE SUPPLIES		
Contingency Fund	76.40	
0.00	0.00	
EQUIPMENT MAINTENANCE		
Brass & Fittings	742.88	
Force Tools	207.76	
Generators/Lights	241.66	
Hose	395.50	
Ladders	0.00	
Nozzles	0.00	
Portable Pumps	0.00	
SCBA/Air Systems	450.00	
EQUIPMENT MAINTENANCE - Other	385.00	
Total EQUIPMENT MAINTENANCE	2,422.80	
FIRE DEPARTMENT FUND, NON-TAX		
Non-Taxable expenses	0.00	
FIRE DEPARTMENT FUND, NON-TAX - Other	7,559.24	
Total FIRE DEPARTMENT FUND, NON-TAX	7,559.24	

05/10/04

Tyler County ESD # 1 Ivanhoe Vol. Fire Dept. Profit & Loss Budget vs. Actual

October 1, 2002 through October 1, 2003

	Oct 1, '02 - Oct 1, '03	Budget
Insurance		
Liability	2,026.50	
Property	1,444.50	
Vehicle Insurance	0.00	
Workmans Comp	299.50	
Insurance - Other	1,308.50	
Total Insurance	5,079.00	
Miscellaneous	0.00	
New Truck Account	0.00	
OFFICE SUPPLIES		
Computer Supplies	882.42	
Copier Supplies	27.07	
Office equipment	0.00	
Office Machine Repairs	0.00	
Pens, Pencils, Paper, Etc	122.33	
OFFICE SUPPLIES - Other	0.00	
Total OFFICE SUPPLIES	1,031.82	
POSTAGE, MAILING EXPENSES	166.98	
PROFESSIONAL FEES, DUES		
Appraisal Dist. Fees	2,275.00	
Legal Fees	371.00	
Professional Association dues	700.00	
PROFESSIONAL FEES, DUES - Other	601.00	
Total PROFESSIONAL FEES, DUES	3,947.00	
RADIO & COMMUNICATIONS		
Radio Batteries	91.39	
Radio Equipt Leases	0.00	
Radio Repairs	445.85	
RADIO & COMMUNICATIONS - Other	0.00	
Total RADIO & COMMUNICATIONS	537.24	
REHAB SUPPLIES	545.46	
TRAINING & SCHOOLS		
SCHOOLS		
Beaumont Conference	320.00	
Beaumont Fire School	0.00	
Livingston Fire School	0.00	
Other Schools	600.00	
SCHOOLS - Other	29.00	
Total SCHOOLS	949.00	
SFFMA CONFERENCES		
Annual Conference, June	854.20	
Certification Board, A & M,	0.00	
Certification Board, March	0.00	
Planning Conference, January	0.00	
SFFMA CONFERENCES - Other	0.00	
Total SFFMA CONFERENCES	854.20	
TRAINING ACADEMY		
Training Academy expenses	10.00	
Training Materials & Books	708.62	
TRAINING ACADEMY - Other	0.00	
Total TRAINING ACADEMY	718.62	
TRAINING & SCHOOLS - Other	0.00	
Total TRAINING & SCHOOLS	2,521.82	
Uncategorized Expenses	0.00	

05/10/04

Tyler County ESD # 1 Ivanhoe Vol. Fire Dept.
Profit & Loss Budget vs. Actual
 October 1, 2002 through October 1, 2003

	Oct 1, '02 - Oct 1, '03	Budget
UNIFORMS, PROT. CLOTHING		
Bunker Gear	121.98	
Caps, T's, Badges, Patches	0.00	
Haz-Mat/Chemical Clothing	149.86	
Helmets, Goggles	119.28	
Wildland Gear	0.00	
UNIFORMS, PROT. CLOTHING - Other	0.00	
Total UNIFORMS, PROT. CLOTHING	391.12	
UTILITIES		
Electricity, Internet	2,044.71	
Other Utility expenses	0.00	
Telephone	1,438.20	
Water	243.59	
UTILITIES - Other	0.00	
Total UTILITIES	3,726.50	
VEHICLE EXPENSES		
91 BRUSH	1,992.60	
92 TANKER	186.00	
93 ENGINE	30.03	
94 REHAB TRUCK	593.10	
96 BRUSH	959.99	
97 SQUAD UNITS	495.78	
Fuel	2,240.51	
Oil,	39.72	
Oil, Normal vehicle supplies	0.00	
Shop Maintenance		
Engine 91	0.00	
Shop Maintenance - Other	0.00	
Total Shop Maintenance	0.00	
Shop supplies, Tools	155.26	
Tires	0.00	
Vehicle consumable parts	0.00	
VEHICLE EXPENSES - Other	0.00	
Total VEHICLE EXPENSES	6,692.99	
Total Expense	65,389.69	
Net Income	302.71	

M O L P U S

TIMBERLANDS

M A N A G E M E N T , L L C

Writer's Direct Telephone: (409) 385-5995, Ext. 123

August 10, 2004

Mrs. Mary Walters
Tyler County Commissioner's
100 West Bluff, Room A-0003
Woodville, Texas 75979

Re: Public Road Easement

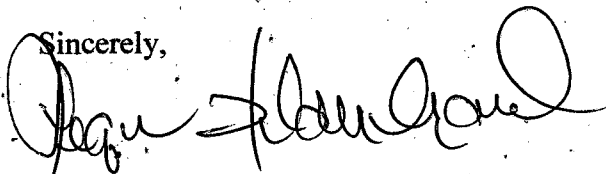
Dear Mary:

Enclosed please find the fully executed road and utility easement from ETT, LP, d/b/a FIRST ETT, LP, in favor of Tyler County. This easement is relative to the economic development project in the Jean Batiste Cazenave League, Abstract No. 10, Tyler County, Texas.

Please have the easement filed and recorded in the appropriate records of Tyler County. Once recorded, please forward to me a file stamped copy with the recording data stamped thereon.

In the event you have any questions, please do not hesitate to call on me.

Sincerely,



Lequin Hilderbrand
Manager, Land & Titles

STATE OF TEXAS

VOL. 784 PAGE 442

COUNTY OF TYLER

04-4903

PUBLIC ROAD EASEMENT

This Indenture, made this the 18th day of June, 2004 by and between the undersigned ETT, L.P., a Delaware limited partnership, d/b/a First ETT, L.P., (Grantor) and Tyler County, Texas, (Grantee).

WITNESSETH

FOR AND IN CONSIDERATION of TEN DOLLARS cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor does hereby sell and convey without warranty unto Grantee a sixty foot (60') wide non-exclusive easement for public road and utility purposes on, over and near the centerline of an existing road across a portion of the Jean Batiste Cazenave Survey, Abstract 10, Tyler County, Texas. Said easement being more particularly described as follows, to wit:

For full description of the easement herein granted, see metes and bounds description and survey plat attached hereto as Exhibits "A" and "B" respectively.

The easement herein granted is a surface easement only and does not include or in any way encompass any oil, gas or other mineral interest.

Grantor reserves unto itself all timber now situated upon the above described Property.

This easement is granted for public road and utility use only and shall remain in full force and effect for as long as the above described property continues to be used for public road and/or public utility purposes. In the event the above described property shall cease to be used for either public road or utility purposes, this easement shall automatically expire without the necessity of notice to or from any party. Upon expiration of this easement, all rights herein granted shall revert to Grantor, its successors and assigns.

All persons who use this easement at any time shall be deemed to be doing so at their own risk. Grantor assumes no liability for said use. Grantee, by the acceptance and recordation of this instrument, hereby covenants to indemnify and hold forever harmless Grantor from and against each and every claim, demand or cause of action that may be made or come against Grantor herein by reason of or in any way arising out of Grantee's or the Public's use of this easement.

Grantee acknowledges that Grantor may incur damages to its property due to Grantee's operations including but not limited to the destruction of or damage to timber, fences, roads, bridges, drains, improvements and personal property situate on Grantor's properties outside the easement. Grantee understands that the payment and acceptance of the above consideration is not, and shall not be construed to be, a release of Grantee by Grantor from liability for any such damages.

Grantor is under no obligation to maintain the easement or any road or utilities now situate or to be constructed thereon. **This easement is granted without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability and/or fitness** and is expressly made subject to any and all existing liens, leases, easements, servitudes, rights of way or other encumbrances affecting the above described property whether of record or on the ground.

Grantee agrees to leave the construction area free of debris, trash or other unsightly materials.

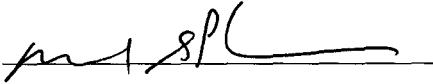
WHEREFORE, witness the execution of this agreement, on this the 18 th day of June, 2004.

GRANTOR:

GRANTEE:

ETT, L.P. d/b/a FIRST ETT, L.P.

TYLER COUNTY, TEXAS

By: 

By: 

Name: Michael S. Pradko

Name: Jerome Owens

Title: Authorized Signatory

Title: County Judge

By: 

Name: Andrew G. Wiltshire

Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, Michael S. Pradko, as Authorized Signatory of ETT, L.P., a Delaware limited partnership, d/b/a First ETT, L.P., who acknowledged before me that he/she signed, executed and delivered the above and foregoing instrument for and on behalf of said Partnership on the day and year mentioned after having been first duly authorized so to do.

Roberta F. Halloran
NOTARY PUBLIC

My Commission Expires:

2/17/06



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, Andrew G. Wiltshire, as Authorized Signatory of ETT, L.P., a Delaware limited partnership, d/b/a First ETT, L.P., who acknowledged before me that he/she signed, executed and delivered the above and foregoing instrument for and on behalf of said Partnership on the day and year mentioned after having been first duly authorized so to do.

Roberta F. Halloran
NOTARY PUBLIC

My Commission Expires:

2/17/06

STATE OF TEXAS

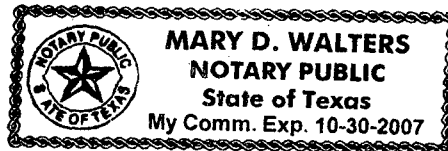
COUNTY OF TYLER

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, Judge Jerome Owens, as Authorized Signatory of Tyler County, Texas, who acknowledged before me that he/she signed, executed and delivered the above and foregoing instrument for and on behalf of Tyler County, Texas, on the day and year mentioned after having been first duly authorized so to do.

Mary D. Walters
NOTARY PUBLIC

My Commission Expires:

10/30/2007



ADDRESSES:

GRANTOR:

FIRST ETT, L.P.
c/o Molpus Timberlands Management, LLC
Attn: Ken Sewell – Managing Director
P.O. Box 247
Silsbee, Texas 77656

GRANTEE (After Recording Return To):

Tyler County, Texas
100 West Bluff, Room A-0003
Woodville, Texas 75979

STATE OF TEXAS)

PAGE 1 OF 2

COUNTY OF TYLER)

FIELD NOTES DESCRIBING THE CENTERLINE OF A PROPOSED ROAD EASEMENT 60 FEET IN WIDTH ALONG AND NEAR THE CENTERLINE OF AN EXISTING ROAD ACROSS A PORTION OF THE JEAN BATISTE CAZENAVE SURVEY, ABSTRACT 10, TYLER COUNTY, TEXAS.

BEGINNING AT A POINT IN THE CENTERLINE OF SAID EXISTING ROAD WHERE IT ENTERS A TRACT OF LAND CONTAINING 40.00 ACRES IN TRACT 1 AND 3.304 ACRES IN TRACT 2, FROM WHICH A 3/8" NAIL SPIKE FOUND AT THE NORTHWEST CORNER OF SAID TRACT 2 BEARS S 88 DEG. 25 MIN. 10 SEC. W 540.56 FEET, A 1/2" IRON ROD SET WITH CAP ON TOP STAMPED JH MEANS RPLS 4221, BEARS S 88 DEG. 25 MIN. 10 SEC. W 30.15 FEET AND A 1/2" IRON ROD SET WITH CAP ON TOP STAMPED JH MEANS RPLS 4221, BEARS N 88 DEG. 25 MIN. 10 SEC. E 30.15 FEET.

THENCE WITH THE CENTERLINE OF SAID EASEMENT AND NEAR THE CENTERLINE OF SAID EXISTING ROAD WITH THESE MEANDERS AS FOLLOWS:

1. N 07 DEG. 22 MIN. 37 SEC. W 187.88 FEET,
2. N 11 DEG. 57 MIN. 28 SEC. W 324.66 FEET,
3. N 00 DEG. 17 MIN. 31 SEC. W 371.94 FEET TO THE P. C. OF A CURVE TO THE LEFT WITH A RADIUS OF 178.7 FEET, ARC OF 277.763 FEET, LONG CHORD THAT BEARS N 53 DEG. 31 MIN. 19 SEC. W A DISTANCE OF 250.63 FEET TO P. T. OF SAID CURVE.
4. S 88 DEG. 34 MIN. 25 SEC. W 150.60 FEET,
5. N 89 DEG. 28 MIN. 57 SEC. W 313.25 FEET TO THE P. C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 207.252 FEET, ARC OF 313.526 FEET, LONG CHORD THAT BEARS N 61 DEG. 37 MIN. 24 SEC. W 284.47 FEET TO P. T. OF SAID CURVE.
6. N 20 DEG. 06 MIN. 45 SEC. W 176.26 FEET,
7. N 07 DEG. 09 MIN. 06 SEC. W 60.37 FEET,
8. N 00 DEG. 21 MIN. 27 SEC. W 57.26 FEET,
9. N 03 DEG. 53 MIN. 26 SEC. E 78.92 FEET,
10. N 03 DEG. 12 MIN. 50 SEC. W 122.43 FEET,
11. N 25 DEG. 29 MIN. 07 SEC. W 155.72 FEET,
12. N 27 DEG. 22 MIN. 59 SEC. W 320.80 FEET,
13. N 38 DEG. 24 MIN. 09 SEC. W 71.88 FEET,
14. N 43 DEG. 24 MIN. 58 SEC. W 122.58 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 190, FROM WHICH A 1/2" IRON ROD SET WITH CAP ON TOP STAMPED JH MEANS RPLS 4221 BEARS N 55 DEG. 21 MIN. 11 SEC. E 30.36

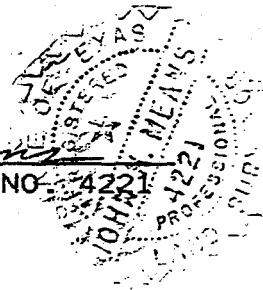
FEET AND A 1/2" IRON ROD SET WITH CAP ON TOP STAMPED JH MEANS RPLS 4221, BEAR S 55 DEG. 21 MIN. 11 SEC. W 30.36 FEET AND NORTHWEST CORNER OF SAID TRACT 2 BEARS S 21 DEG. 30 MIN. 29 SEC. E 2395.28 FEET.

BEARINGS ARE IN RELATION TO THE WEST LINE OF SAID TRACT 2 CALLED N 19 DEG. 45 MIN. 01 SEC. E IN SAID DEED OF RECORD. THIS FIELD NOTE DESCRIPTION IS BEING SUBMITTED ALONG WITH A PLAT BASED ON THIS SURVEY.

SURVEYED APRIL 2003, BY JOHN H. MEANS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 42121.

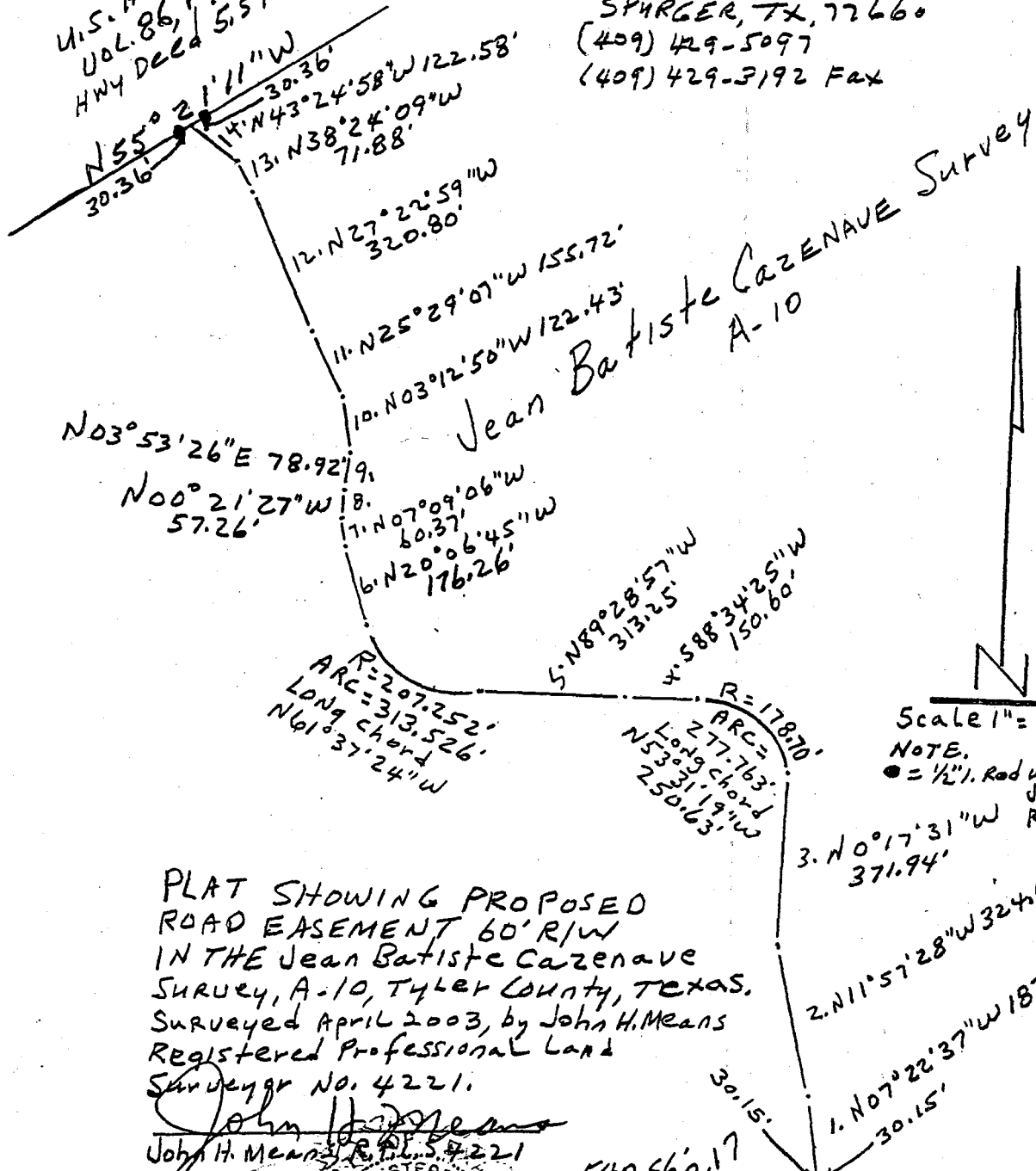
MEAN'S SERVICES
P. O. BOX 368
SPURGER, TEXAS 77660
(409) 429-5097
(409) 429-3192 FAX


JOHN H. MEANS, R.P.L.S. NO. 4221



U.S. HWY 190
VOL. 86, Pg. 246
HWY Deed 5.57 Acs.

MEAN'S SERVICES
P.O. Box 368
SPURGER, TX, 77660
(409) 429-5097
(409) 429-3192 Fax



PLAT SHOWING PROPOSED
ROAD EASEMENT 60' R/W
IN THE Jean Baptiste Cazenave
Survey, A-10, TYLER COUNTY, TEXAS.
Surveyed April 2003, by John H. Means
Registered Professional Land
Surveyor No. 4221.

John H. Means
John H. Means, R.P.L.S. 4221

" WILL NOT SCALE
DUE TO REDUCING

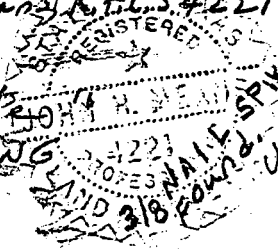


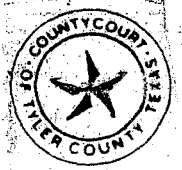
EXHIBIT "A"
Page 3 of 3

540.56' 17
N 88° 25' 00" E
43.304 Acs.
VOL. 572, Pg. 592

THE STATE OF TEXAS
COUNTY OF TYLER

I hereby certify that the foregoing instrument with its
certificate of authentication was filed for record in my office on the
20 day of August 2004 at 2:15 o'clock P M. and was
this day duly recorded at 9:00 A.M., in Vol. 784 Pages 448 et seq.
OFFICIAL PUBLIC RECORDS of said County.

23 Witness my hand and official seal at office in Woodville this
day of August 2004.



Donna Gregory
Donna Gregory, Clerk,
County Court, Tyler County, Texas

By *DD* Deputy