

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
December 17, 2004 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 17th day of December, 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 |
| MARTIN NASH | COMMISSIONER-Elect, PCT. #1 |

A motion was made by Commissioner Walston and seconded by Commissioner Marshall
to approve the minutes of November 8th and 12th. December 13th minutes were tabled for
corrections. All voted yes and none no.

Commissioner Hughes motioned to approve paying the **Tyler County bills** as
submitted, noting that Constable Davis had attended a training seminar in November.
Mrs. Moore explained his explanation and added that there was money in his budget
since the State makes some reimbursements for training. **Commissioner Marshall**
seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hughes** and seconded by **Commissioner
Marshall** to approve the **line-item transfers** from the following departments:
Commissioners Court Approp. **District Clerk** **Jury Account**
Justice of Peace #3 **Sheriff/Jail** **Data Processing**
All voted yes and none no. SEE ATTACHED LINE ITEM TRANSFERS

Commissioner Walston motioned to authorize a **shoe shine stand** to be placed in the
courthouse, *on a 90 day trial basis*, as requested by John Craig, new proprietor of the Palace
Barber Shop. **Commissioner Marshall** seconded the motion. All voted yes and none
no.

A motion was made by **Commissioner Woodrome** to authorize the county judge to
execute a contract with **RESNET** for a fiber optic, high speed **internet connection** upon
review of the judge, Criminal District Attorney, Commissioner Woodrome and the
County Clerk. **Commissioner Walston** seconded the motion. All voted yes and none
no.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner
Walston** to approve the purchase of a 2 speed scrubber/stripper from **courthouse
maintenance**, replacing one that was damaged in flooding of the basement level.
Commissioner Walston suggested this equipment be stored on the first floor instead of
the basement level. All voted yes and none no.

Commissioner Hughes motioned to reappoint Billy Rose to the Appraisal District
Review Board; term expiring December 31, 2005. **Commissioner Walston** seconded the
motion. All votes yes and none no.

A motion was made by **Commissioner Marshall** and seconded by **Commissioner
Hughes** to adopt the **tax abatement guidelines**; and to adopt the **resolution** supporting
tax abatement for economic incentives. All voted yes and none no. SEE ATTACHED

Comment: Approved 1/10/2005

Judge Owens explained the Historical Commission had not been able to find a grant of **easement** submitted by Tyler County for the restoration grant. A motion was made by **Commissioner Hughes** to approve the **Grant of Easement to the Texas Historical Commission**. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED EASEMENT

Commissioner Woodrome motioned to authorize the purchase of **Right of Way** for replacement of a bridge on FM1013 at Turkey Creek by the Texas Department of Transportation, to be paid out of the ROW fund with remainder to be paid from **Road and Bridge #1**. The motion was seconded by **Commissioner Hughes**. All voted yes and none no.

Commissioner Marshall motioned the approval of a grant program for routine maintenance at the Tyler County Airport by the Texas Department of Transportation. The motion was seconded by **Commissioner Hughes**. All voted yes and none no.

A motion was made by **Commissioner Hughes** to authorize the **County Clerk** to have all county **plats** to be digitized and placed on CDs. This is to be paid for from the County Clerk Records Management Fund. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED.

Carlene, executive director of ETHAN reported the services given to Tyler County this past year. She presented the purpose of ETHAN as a network for low income individuals needing health care, giving financial relief to Tyler County Hospital in some instances. **Commissioner Woodrome** indicated his continued support of the ETHAN program. A motion was made by **Commissioner Marshall** to pledge \$1500 to be paid from the contingency fund. **Commissioner Walston** seconded the motion. Judge Owens noted as a point of order that the agenda was not worded for funds to be approved. Therefore, **Commissioner Marshall** withdrew his motion. This item will be placed on the January agenda. SEE ATTACHED REPORT

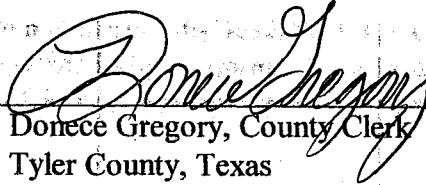
Commissioner Hughes motioned the meeting adjourned...9:00 a.m.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on December 17, 2004.

Witness my hand and seal of office on this the 17th day of December, 2004.

Attest:


Donece Gregory, County Clerk
Tyler County, Texas

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
December 17, 2004 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 17th day of December, 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:

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Note **Commissioner Walston** motioned to authorize a **shoe shine stand** to be placed in the
courthouse as requested by John Craig, new proprietor of the Palace Barber Shop.
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Review Board; term expiring December 31, 2005. **Commissioner Walston** seconded the
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Hughes** to adopt the **tax abatement guidelines**; and to adopt the **resolution** supporting
tax abatement for economic incentives. All voted yes and none no. SEE ATTACHED

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|---------------------|--------------|------------|------------|-------|----------|
| A & M VERIZON | 2004 010-426-009 | TELEPHONE | TCSD BATTERY | 015481 | 12/10/2004 | 12/17/2004 | | 52.99 |
| A & M VERIZON | 2004 010-426-009 | TELEPHONE | TCSD PHONE CASE | 015432 | 12/13/2004 | 12/17/2004 | | 4.95 |
| ADVANCED CARDIOVASCULAR | 2004 010-419-016 | DNA LAB FEES | TCDA RILEY, TABATHA | 453430948 | 12/14/2004 | 12/17/2004 | | 40.00 |
| ADVERTISING VISUALS | 2004 010-426-041 | UNIFORMS | TCSD UNIFORMS | 113004 | 12/10/2004 | 12/17/2004 | | 345.10 |
| AMERICAN EXPRESS | 2004 010-426-007 | OFFICE SUPPLIES | TCSD | 31006-1104 | 12/13/2004 | 12/17/2004 | | 2.54 |
| AVAYA FINANCIAL SERVICE | 2004 010-402-009 | TELEPHONE | TCC INSTALLMENT | X7724401104 | 12/15/2004 | 12/17/2004 | | 122.35 |
| BJ TRANSPORT SERVICE | 2004 010-401-043 | AUTOPSIES | BROWN JR., TERRANCE | 1274 | 12/15/2004 | 12/17/2004 | | 150.00 |
| BJ TRANSPORT SERVICE | 2004 010-401-043 | AUTOPSIES | LINDSEY, JOHN | 1269 | 12/15/2004 | 12/17/2004 | | 150.00 |
| BOARD OF TAX PROFESSION | 2004 010-420-012 | TRAINING & EDUCAT | TCTA BTPE REGIS 200 | 11836 | 12/14/2004 | 12/17/2004 | | 100.00 |
| BONITA LAUNDRY AND CLEA | 2004 010-426-041 | UNIFORMS | TCSD UNIFORM CLEANI | 112004 | 12/10/2004 | 12/17/2004 | | 72.75 |
| BROOKSHIRE BROS. | 2004 010-427-036 | PRISONER MEALS | TCSD MEALS | 112004 | 12/10/2004 | 12/17/2004 | | 256.87 |
| CANDY CLEANERS | 2004 010-426-041 | UNIFORMS | TCSD UNIFORM CLEAN | 112004 | 12/10/2004 | 12/17/2004 | | 84.24 |
| CANDY CLEANERS | 2004 010-427-041 | UNIFORMS | TCSD JAIL - UNIF CL | 112004A | 12/10/2004 | 12/17/2004 | | 26.25 |
| CAPITAL GRAPHICS, INC. | 2004 010-401-050 | ELECTION EXPENSE | TCC EARLY VOTE | 0400902 | 12/15/2004 | 12/17/2004 | | 466.70 |
| CHEVRON U.S.A. INC. | 2004 010-426-029 | GAS, OIL, GREASE | TCSD TRAVEL EXPENSE | 789878980041 | 12/15/2004 | 12/17/2004 | | 279.77 |
| CHIEF SUPPLY | 2004 010-426-037 | CAMERAS, FILM | TCSD CAMERA/BATT | 342848 | 12/10/2004 | 12/17/2004 | | 290.55 |
| CHILD ABUSE & FORENSIC | 2004 010-419-016 | DNA LAB FEES | CDA MADISON LANGLIN | 04-191 | 12/14/2004 | 12/17/2004 | | 541.00 |
| CHILD ABUSE & FORENSIC | 2004 010-419-016 | DNA LAB FEES | TCDA MASON LANGLINA | 04-192 | 12/14/2004 | 12/17/2004 | | 308.00 |
| CHILD ABUSE & FORENSIC | 2004 010-419-016 | DNA LAB FEES | TCDA ERIN SPURLOCK | 04-186 | 12/14/2004 | 12/17/2004 | | 547.00 |
| CINGULAR WIRELESS | 2004 010-419-009 | TELEPHONE | CDA 409 283 0205 | 766761364112 | 12/14/2004 | 12/17/2004 | | 74.21 |
| CINGULAR WIRELESS | 2004 010-411-009 | TELEPHONE | JP1 409 283 0810 | 767498764110 | 12/14/2004 | 12/17/2004 | | 41.94 |
| CITICORP VENDOR FINANCE | 2004 010-440-018 | EQUIPMENT LEASE | JP PCT1 3741060 | 374106004122 | 12/13/2004 | 12/17/2004 | | 85.30 |
| CITICORP VENDOR FINANCE | 2004 010-440-018 | EQUIPMENT LEASE | TCE0 3741080 | 374108004122 | 12/13/2004 | 12/17/2004 | | 85.30 |
| CMA CABLEVISION | 2004 010-427-010 | JAIL SUPPLIES | TCSD JAIL CABLE | 163030408110 | 12/10/2004 | 12/17/2004 | | 90.05 |
| CODE BLUE POLICE SUPPLY | 2004 010-427-041 | UNIFORMS | TCSD UNIFORM | 10250 | 12/10/2004 | 12/17/2004 | | 188.75 |
| CODE BLUE POLICE SUPPLY | 2004 010-426-041 | UNIFORMS | TCSD UNIFORMS | 10274 | 12/10/2004 | 12/17/2004 | | 3,186.90 |
| CODE BLUE POLICE SUPPLY | 2004 010-427-041 | UNIFORMS | TCSD UNIFORMS | 10205 | 12/10/2004 | 12/17/2004 | | 14.95 |
| CODE BLUE POLICE SUPPLY | 2004 010-426-008 | DEPUTIES SUPPLIES | TCSD MAJOR LEAF BAR | 10161 | 12/13/2004 | 12/17/2004 | | 14.95 |
| CRUSE, LYNNETTE | 2004 010-420-007 | OFFICE SUPPLIES | TCTA REIMB EXPENSE | 11835 | 12/14/2004 | 12/17/2004 | | 38.97 |
| CRUSE, LYNNETTE | 2004 010-392-055 | SHERIFF SALES | SHERIFF SALE SUIT B | 13557 | 12/16/2004 | 12/17/2004 | | 3,536.83 |
| DECISION ONE CORP | 2004 010-440-007 | SUPPLIES | TCC - ANLG CARD | EM60356 | 12/15/2004 | 12/17/2004 | | 699.36 |
| DECISION ONE CORP | 2004 010-440-007 | SUPPLIES | TCC-DEVELOPER | EM2812 | 12/15/2004 | 12/17/2004 | | 152.40 |
| DECISION ONE CORP | 2004 010-440-007 | SUPPLIES | TCC-DEVELOPER | EM58550 | 12/15/2004 | 12/17/2004 | | 309.40 |
| DELL MARKETING L. P. | 2004 010-439-007 | OFFICE SUPPLIES | TCE0 INSPIRON 1150 | B97232404 | 12/14/2004 | 12/17/2004 | | 1,071.66 |
| DISCOUNT PEST CONTROL | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC PEST CONTROL | 112004 | 12/13/2004 | 12/17/2004 | | 250.00 |
| DOGWOOD OIL & LUBE EXPR | 2004 010-426-029 | GAS, OIL, GREASE | TCSD OIL CHG UNIT 1 | 26728 | 12/10/2004 | 12/17/2004 | | 20.00 |
| DOGWOOD OIL & LUBE EXPR | 2004 010-426-029 | GAS, OIL, GREASE | TCSD OIL CHG -CALLE | 26838 | 12/10/2004 | 12/17/2004 | | 20.00 |
| DOGWOOD OIL & LUBE EXPR | 2004 010-426-029 | GAS, OIL, GREASE | TCSD OIL CHG - UNIT | 26431 | 12/10/2004 | 12/17/2004 | | 22.00 |
| DOUBLE C ELECTRIC | 2004 010-442-010 | REPAIRS TO COURTH | TCCH OUTLET REPAIRS | 4368 | 12/14/2004 | 12/17/2004 | | 51.74 |
| DP SOLUTIONS, INC. | 2004 010-440-022 | PROFESSIONAL SERV | TCJC - NETWORK TERM | 0079548-IN | 12/14/2004 | 12/17/2004 | | 264.50 |
| DP SOLUTIONS, INC. | 2004 010-422-007 | OFFICE SUPPLIES | TCA PRINTER | 0080126 | 12/15/2004 | 12/17/2004 | | 209.00 |
| DS WATERS OF AMERICA, L | 2004 010-420-007 | OFFICE SUPPLIES | TCTD WATER | 015311834 | 12/14/2004 | 12/17/2004 | | 57.40 |
| EAST TEXAS SUPPORT SERV | 2004 010-401-031 | TYLER COUNTY AGIN | TCAC 4TH QTR FUNDS | 122004 | 12/14/2004 | 12/17/2004 | | 3,750.00 |
| EVANS, MELISSIE DISTRIC | 2004 010-392-055 | SHERIFF SALES | COURT SUIT # B-1751 | 1751C | 12/14/2004 | 12/17/2004 | | 352.00 |
| EVANS, MELISSIE DISTRIC | 2004 010-392-055 | SHERIFF SALES | COURT COST SUIT B-2 | 13553 | 12/16/2004 | 12/17/2004 | | 246.00 |
| EXCEL REPORTING & ASSOC | 2004 010-408-066 | TRANSCRIPTS | TCDC - COURT 11/18/ | 15237 | 12/10/2004 | 12/17/2004 | | 265.70 |
| FEDERAL EXPRESS CORP | 2004 010-427-010 | JAIL SUPPLIES | TCSD SHIPPING | 785641608 | 12/10/2004 | 12/17/2004 | | 12.49 |
| GABRIEL/JORDAN FORD MER | 2004 010-426-028 | REPAIRS TO VEHICL | TCSD UNIT 9 VEH REP | 4040-15818 | 12/13/2004 | 12/17/2004 | | 1,321.25 |
| GALL'S INC | 2004 010-426-041 | UNIFORMS | TCSD DUTY JACKET | 573689040001 | 12/13/2004 | 12/17/2004 | | 109.98 |
| GREVENBERG COMMUNICATIO | 2004 010-429-043 | RADIO & EQUIPMENT | CST#3 INSTALL RADIO | 3183 | 12/07/2004 | 12/17/2004 | | 75.00 |
| GREVENBERG COMMUNICATIO | 2004 010-426-033 | RADIO MAINTENANCE | TCSD RADIO REPAIR | 3216 | 12/13/2004 | 12/17/2004 | | 26.50 |
| HENSARLINGS TIRE CENTER | 2004 010-426-030 | TIRES, TUBES | TCSD FLAT REPAIR | 96895 | 12/10/2004 | 12/17/2004 | | 16.00 |
| HENSARLINGS TIRE CENTER | 2004 010-426-029 | GAS, OIL, GREASE | TCSD OIL CHG UNIT 6 | 92161 | 12/10/2004 | 12/17/2004 | | 24.95 |
| HUGHETT, NAOMI | 2004 010-427-041 | UNIFORMS | TCSD UNIFORMS | 443053 | 12/10/2004 | 12/17/2004 | | 12.86 |
| HYGEIA ENVIRO-CLEAN, IN | 2004 010-442-007 | JANITORS SUPPLIES | TCCH JANITOR SUPP | 035383-00 | 12/14/2004 | 12/17/2004 | | 56.55 |

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|-------------------------|------------------|-------------------|---------------------|-------------|------------|------------|-------|----------|
| HYGEIA ENVIRO-CLEAN, IN | 2004 010-442-007 | JANITORS SUPPLIES | TCCH JANITOR SUPP | 035154-00 | 12/14/2004 | 12/17/2004 | | 314.49 |
| JARROTT'S PHARMACY | 2004 010-436-049 | AID TO INDIGENTS | TCCH INDIGENT ASST | 112004 | 12/14/2004 | 12/17/2004 | | 492.77 |
| JASPER FORD LINCOLN MER | 2004 010-426-028 | REPAIRS TO VEHICL | TCSD - PUMP ASY | 10043 | 12/10/2004 | 12/17/2004 | | 109.44 |
| JEFFERSON COUNTY CLERK | 2004 010-415-044 | COMMITMENTS | TCCH COMMITMENTS | 112004 | 12/14/2004 | 12/17/2004 | | 1,024.00 |
| JEFFERSON COUNTY MORGUE | 2004 010-401-043 | AUTOPSIES | RYALS (CS#04-1067) | 75 | 12/10/2004 | 12/17/2004 | | 1,300.00 |
| JERRYS SAW SHOP | 2004 010-442-010 | REPAIRS TO COURTH | TCCH REPAIRS | 010627 | 12/14/2004 | 12/17/2004 | | 4.25 |
| JOHN DOBBS CONSTRUCTION | 2004 010-442-010 | REPAIRS TO COURTH | TCAC REPAIR LEAKS | 420 | 12/14/2004 | 12/17/2004 | | 350.00 |
| JOHNSON, THERESA CAROL | 2004 010-439-007 | OFFICE SUPPLIES | TCED TRAVEL EXPENSE | 120904 | 12/14/2004 | 12/17/2004 | | 57.75 |
| LEXIS-NEXIS | 2004 010-413-009 | TELEPHONE | JP3 ON LINE CHG 115 | 0411152928 | 12/14/2004 | 12/17/2004 | | 18.00 |
| LEXIS-NEXIS | 2004 010-421-009 | TELEPHONE | TCJ ONLINE CHGS 112 | 0410059723 | 12/15/2004 | 12/17/2004 | | 30.00 |
| LINEBARGER, COGGAN BLAI | 2004 010-392-055 | SHERIFF SALES | COURT SUIT # B-1751 | 1751 | 12/14/2004 | 12/17/2004 | | 209.71 |
| LINEBARGER, COGGAN BLAI | 2004 010-392-055 | SHERIFF SALES | ABSTRACT FEES AND P | 13554 | 12/16/2004 | 12/17/2004 | | 186.00 |
| LIQUID ENVIRONMENTAL SO | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC GREASE TRAP DI | 350890 | 12/13/2004 | 12/17/2004 | | 125.00 |
| MAGNOLIA APPLIANCE | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC DRYER REPAIR | 250649 | 12/13/2004 | 12/17/2004 | | 64.00 |
| MANN, ROBERT H ATTY | 2004 010-408-055 | COURT APPOINTED A | MCCLENDON, EUGENE | 10012 | 12/15/2004 | 12/17/2004 | | 350.00 |
| MANN, ROBERT H ATTY | 2004 010-408-055 | COURT APPOINTED A | CROSBY, CURTIS D | 9945-10003 | 12/15/2004 | 12/17/2004 | | 700.00 |
| MARCO CHEMICALS INC | 2004 010-442-010 | REPAIRS TO COURTH | TCCH REPAIRS | 29463 | 12/14/2004 | 12/17/2004 | | 347.40 |
| MED-TECH RESOURCE, INC | 2004 010-426-008 | DEPUTIES SUPPLIES | TCSD BATTERY | 4340 | 12/10/2004 | 12/17/2004 | | 191.43 |
| MODICA BROTHERS | 2004 010-426-030 | TIRES, TUBES | TCSD TIRE REP | 189160 | 12/10/2004 | 12/17/2004 | | 263.80 |
| MODICA BROTHERS | 2004 010-426-028 | REPAIRS TO VEHICL | TCSD VEHICLE REPAIR | 189160A | 12/10/2004 | 12/17/2004 | | 39.95 |
| MODICA BROTHERS | 2004 010-426-030 | TIRES, TUBES | TCSD TIRES | 188860 | 12/10/2004 | 12/17/2004 | | 263.80 |
| MODICA BROTHERS | 2004 010-426-030 | TIRES, TUBES | TCSD TIRES | 189040 | 12/10/2004 | 12/17/2004 | | 131.90 |
| MODICA BROTHERS | 2004 010-426-030 | TIRES, TUBES | TCSD TIRES | 188931 | 12/10/2004 | 12/17/2004 | | 255.80 |
| MODICA BROTHERS | 2004 010-426-029 | GAS, OIL, GREASE | TCSD SERVICE | 188931A | 12/10/2004 | 12/17/2004 | | 23.85 |
| MODICA BROTHERS | 2004 010-426-028 | REPAIRS TO VEHICL | TCSD REPAIRS | 188931B | 12/10/2004 | 12/17/2004 | | 92.47 |
| MORIAN & KAHLA | 2004 010-408-055 | COURT APPOINTED A | PHELPS, CURTIS LEE | 9778 | 12/15/2004 | 12/17/2004 | | 350.00 |
| MOTT WHOLESALE, INC. | 2004 010-426-008 | DEPUTIES SUPPLIES | TCSD WIRE/PLIERS | 117202 | 12/13/2004 | 12/17/2004 | | 44.98 |
| MUSSO, NICK V DMD | 2004 010-427-043 | PRISONER MEDICAL | TCSD JAIL INMATE ME | 113004 | 12/13/2004 | 12/17/2004 | | 102.00 |
| NAT'L ASSOC OF COUNTY R | 2004 010-402-007 | OFFICE SUPPLIES | TCC DUES | 120104 | 12/15/2004 | 12/17/2004 | | 50.00 |
| NET DATA CORP. | 2004 010-440-020 | SUPPORT SERVICES | TCC AGREEMENT | 9165A | 12/15/2004 | 12/17/2004 | | 225.00 |
| OTIS ELEVATOR COMPANY | 2004 010-442-012 | ELEVATOR REPAIRS | TCCH ELEVATOR MAINT | TB06032ZC04 | 12/14/2004 | 12/17/2004 | | 125.00 |
| OWENS, JEROME COUNTY JU | 2004 010-421-012 | EDUCATION, GOVERN | REIMB EXPENSE 12/13 | 121304 | 12/15/2004 | 12/17/2004 | | 32.85 |
| OWENS, JEROME COUNTY JU | 2004 010-421-012 | EDUCATION, GOVERN | REIMB EXPENSE 12/9- | 121004 | 12/15/2004 | 12/17/2004 | | 29.40 |
| P C MAILING SERVICES | 2004 010-401-008 | POSTAGE FOR POSTA | TCTO 2004 LEVY ROLL | 44080 | 12/14/2004 | 12/17/2004 | | 479.48 |
| P C MAILING SERVICES | 2004 010-401-008 | POSTAGE FOR POSTA | TCTO 2004 STATEMENT | 44081 | 12/14/2004 | 12/17/2004 | | 3,497.61 |
| PARKER'S LUMBER | 2004 010-442-010 | REPAIRS TO COURTH | TCCH REPAIRS | 6121576 | 12/14/2004 | 12/17/2004 | | 69.27 |
| PATTILLO BROWN & HILL L | 2004 010-401-023 | INDEPENDENT AUDIT | CLIENT# 12752 | 21600 | 12/08/2004 | 12/17/2004 | | 900.00 |
| PHILPOTT FORD | 2004 010-426-028 | REPAIRS TO VEHICL | TCSD PARTS - UNIT 9 | 288495 | 12/10/2004 | 12/17/2004 | | 385.19 |
| PITNEY BOWES | 2004 010-440-018 | EQUIPMENT LEASE | TCTO POSTAGE | 2817880NV04 | 12/14/2004 | 12/17/2004 | | 64.50 |
| PITNEY BOWES INC. | 2004 010-426-007 | OFFICE SUPPLIES | TCSD 15047266877 | 385249 | 12/15/2004 | 12/17/2004 | | 84.84 |
| PITNEY BOWES INC. | 2004 010-411-007 | OFFICE SUPPLIES | JP1 15047266877 | 385249A | 12/15/2004 | 12/17/2004 | | 84.83 |
| PITNEY BOWES INC. | 2004 010-440-018 | EQUIPMENT LEASE | TCCH EQUIP MAINTENA | 334810 | 12/16/2004 | 12/17/2004 | | 505.00 |
| RAINEY HEATING & AIR | 2004 010-442-010 | REPAIRS TO COURTH | TCAC REPAIR WALK IN | 32880 | 12/14/2004 | 12/17/2004 | | 48.00 |
| REGIONAL EMPLOYEE ASSIS | 2004 010-401-098 | MISCELLANEOUS EXP | LOECHEL, BRANT-PHYS | 466157263 | 12/13/2004 | 12/17/2004 | | 70.00 |
| RISINGER, MICHAEL | 2004 010-392-055 | SHERIFF SALES | COURT SUIT # B-1751 | 1751A | 12/14/2004 | 12/17/2004 | | 350.00 |
| RISINGER, MICHAEL | 2004 010-408-055 | COURT APPOINTED A | RHODES, DONALD RAY | 9973 | 12/15/2004 | 12/17/2004 | | 1,600.00 |
| RISINGER, MICHAEL | 2004 010-408-055 | COURT APPOINTED A | MOSS, LAURA RENEE | 9904 | 12/15/2004 | 12/17/2004 | | 850.00 |
| RISINGER, MICHAEL | 2004 010-408-055 | COURT APPOINTED A | CROSBY, CHARLES CEC | 9920 | 12/15/2004 | 12/17/2004 | | 350.00 |
| RUCKER DISTRIBUTING | 2004 010-426-008 | DEPUTIES SUPPLIES | TCSD SUPPLIES | 72736 | 12/10/2004 | 12/17/2004 | | 113.50 |
| SCOTT-MERRIMAN, INC. | 2004 010-402-007 | OFFICE SUPPLIES | TCC LETTERS TESTAME | 028100 | 12/15/2004 | 12/17/2004 | | 82.41 |
| SCOTT-MERRIMAN, INC. | 2004 010-440-007 | SUPPLIES | TCT OFFICE SUPP | 028126 | 12/14/2004 | 12/17/2004 | | 443.49 |
| SIMMONS, ANDREA CSR | 2004 010-415-024 | COURT REPORTER | COUNTY COURT | 2 | 12/15/2004 | 12/17/2004 | | 345.00 |
| SOUTHERN POLICE EQUIPME | 2004 010-428-043 | RADIO & EQUIPMENT | CONST PCT#3 - BATTE | 85268 | 12/03/2004 | 12/17/2004 | | 193.97 |
| SOUTHWESTERN FINANCIAL | 2004 010-407-007 | OFFICE SUPPLIES | TCDC CIVIL CASEBIND | 13402 | 12/03/2004 | 12/17/2004 | | 321.60 |
| STAMPS OFFICE SUPPLY | 2004 010-420-007 | OFFICE SUPPLIES | TCTO SUPPLIES | 049840 | 12/14/2004 | 12/17/2004 | | 28.72 |

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|----------------------|--------------|------------|------------|-------|-----------|
| STORY-WRIGHT | 2004 010-419-007 | OFFICE SUPPLIES | CDA OFFICE SUPPLIES | 017225 | 12/14/2004 | 12/17/2004 | | 30.99 |
| STORY-WRIGHT | 2004 010-421-007 | OFFICE SUPPLIES | TCJ - OFFICE SUPP | 016275 | 12/15/2004 | 12/17/2004 | | 54.48 |
| STORY-WRIGHT | 2004 010-421-007 | OFFICE SUPPLIES | TCJ OFFICE SUPP | 018485 | 12/15/2004 | 12/17/2004 | | 9.49 |
| STORY-WRIGHT | 2004 010-421-007 | OFFICE SUPPLIES | TCJ OFFICE SUPP | 018478 | 12/15/2004 | 12/17/2004 | | 3.40 |
| STORY-WRIGHT | 2004 010-421-007 | OFFICE SUPPLIES | TCJ OFFICE SUPP | 017693 | 12/15/2004 | 12/17/2004 | | 8.22 |
| STORY-WRIGHT | 2004 010-421-007 | OFFICE SUPPLIES | TCJ OFFICE SUPP | 017119 | 12/15/2004 | 12/17/2004 | | 249.99 |
| STROUSE, KRISTA | 2004 010-408-066 | TRANSCRIPTS | TCDC #16637 TRANSCR | 2004-36 | 12/10/2004 | 12/17/2004 | | 595.00 |
| SULLIVANS HARDWARE | 2004 010-427-010 | JAIL SUPPLIES | TCSO | 59756 | 12/10/2004 | 12/17/2004 | | 6.29 |
| SULLIVANS HARDWARE | 2004 010-405-007 | OFFICE SUPPLIES | TCVA - KEYS | 61507 | 12/15/2004 | 12/17/2004 | | 16.20 |
| SYSCO FOOD SERVICES | 2004 010-427-036 | PRISONER MEALS | TCSO JAIL PRIS MEAL | 819219-1104 | 12/13/2004 | 12/17/2004 | | 3,777.23 |
| TCH FAMILY MEDICAL CLI | 2004 010-401-098 | MISCELLANEOUS EXP | #4534 - SAWYER, HEN | 4534-11/11/0 | 12/02/2004 | 12/17/2004 | | 59.80 |
| TELSTAR SPECIALTY PRODU | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC JANITOR SUPP | 2471 | 12/13/2004 | 12/17/2004 | | 126.25 |
| TELSTAR SPECIALTY PRODU | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC JANITOR SUPP | 2480 | 12/13/2004 | 12/17/2004 | | 401.50 |
| TELSTAR SPECIALTY PRODU | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC JANITOR SUPP | 2267 | 12/13/2004 | 12/17/2004 | | 296.25 |
| TEXAS ASSOCIATION OF CO | 2004 010-423-012 | TRAINING & EDUCAT | TCT 2004 CONF R2042 | 207527 | 12/14/2004 | 12/17/2004 | | 25.00 |
| TEXAS DEPARTMENT OF HEA | 2004 010-402-009 | TELEPHONE | TCC - BIRTH CERT AC | B041008 | 12/16/2004 | 12/17/2004 | | 53.07 |
| TEXAS DISTRICT & COUNTY | 2004 010-419-012 | TRAINING & EDUCAT | CDA MEMBER DUE WAYN | 12005 | 12/13/2004 | 12/17/2004 | | 55.00 |
| TEXAS DISTRICT & COUNTY | 2004 010-419-012 | TRAINING & EDUCAT | CDA TDCAA MEMBER DU | 122004 | 12/14/2004 | 12/17/2004 | | 60.00 |
| TIMBERLINE NURSERY, INC | 2004 010-442-010 | REPAIRS TO COURTH | TCCH | 13529 | 12/15/2004 | 12/17/2004 | | 36.00 |
| TIMBERMANS SUPPLY | 2004 010-442-010 | REPAIRS TO COURTH | TCCH MAINTENANCE | 172384 | 12/15/2004 | 12/17/2004 | | 8.95 |
| TOLARS FEED AND OUTDOOR | 2004 010-426-023 | ANIMAL CONTROL | TCSO HORSE FEED | 4898 | 12/10/2004 | 12/17/2004 | | 11.00 |
| TRIAD OFFICE SOLUTIONS | 2004 010-420-007 | OFFICE SUPPLIES | TCTO OFFICE SUPPLIE | 45112 | 12/14/2004 | 12/17/2004 | | 107.88 |
| TUBB INVESTMENTS | 2004 010-419-099 | RESTITUTION | CDA WORTHLEY STORAGE | 11998 | 12/14/2004 | 12/17/2004 | | 100.00 |
| TUBB, MELANIE | 2004 010-419-009 | TELEPHONE | CDA REIMB CELL CHGS | 11996 | 12/15/2004 | 12/17/2004 | | 78.86 |
| TYLER COUNTY APPRAISAL | 2004 010-401-024 | TYLER COUNTY APPR | TCAD - BUDGET ALLOC | 122004 | 12/10/2004 | 12/17/2004 | | 39,215.50 |
| TYLER COUNTY AUTO PARTS | 2004 010-426-028 | REPAIRS TO VEHICL | TCSO WIPER BLADES | 333742 | 12/13/2004 | 12/17/2004 | | 20.58 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | RAINS, FINISIA | 0011574019 | 12/03/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | BENDY MR#0041845 | 41845 | 12/08/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | DEASON MR#0007785 | 7785 | 12/08/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | KERL MR#0007845 | 7845 | 12/08/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | RIVERS MR#0025879 | 25879 | 12/08/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | MATKIN MR#0013751 | 13751 | 12/08/2004 | 12/17/2004 | | 35.00 |
| TYLER COUNTY HOSPITAL | 2004 010-401-098 | MISCELLANEOUS EXP | LOECHEL MR#0035412 | 35412 | 12/08/2004 | 12/17/2004 | | 43.00 |
| TYLER COUNTY JUVENILE P | 2004 010-440-007 | SUPPLIES | CORRECT ERROR | 13552 | 12/14/2004 | 12/17/2004 | | 18.99 |
| U PUMP IT | 2004 010-426-029 | GAS, OIL, GREASE | TCSO FUEL CHGS | 0021853 | 12/10/2004 | 12/17/2004 | | 4,275.05 |
| UNITED STATES POSTAL SV | 2004 010-401-008 | POSTAGE FOR POSTA | TCTO - POSTAGE | 11837 | 12/15/2004 | 12/17/2004 | | 500.00 |
| VERIZON WIRELESS | 2004 010-421-009 | TELEPHONE | TCJ 409 429 0968 | 1034606168 | 12/15/2004 | 12/17/2004 | | 62.13 |
| VIKING OFFICE PRODUCTS | 2004 010-440-007 | SUPPLIES | TCDC - INK CART | 264536260-00 | 12/03/2004 | 12/17/2004 | | 59.06 |
| VIKING OFFICE PRODUCTS | 2004 010-422-007 | OFFICE SUPPLIES | TCA OFFICE SUPPLIES | 265233655 | 12/08/2004 | 12/17/2004 | | 10.27 |
| VIKING OFFICE PRODUCTS | 2004 010-411-007 | OFFICE SUPPLIES | JP#1 OFFICE SUPPLIE | 267551515001 | 12/10/2004 | 12/17/2004 | | 23.72 |
| VIKING OFFICE PRODUCTS | 2004 010-426-007 | OFFICE SUPPLIES | TCSO OFFICE SUPPLIE | 266040903-00 | 12/13/2004 | 12/17/2004 | | 205.15 |
| VIKING OFFICE PRODUCTS | 2004 010-426-007 | OFFICE SUPPLIES | TCSO OFFICE SUPP | 266040903-00 | 12/13/2004 | 12/17/2004 | | 17.96 |
| VIKING OFFICE PRODUCTS | 2004 010-426-007 | OFFICE SUPPLIES | TCSO OFFICE SUPP | 266640203-00 | 12/13/2004 | 12/17/2004 | | 154.94 |
| VIKING OFFICE PRODUCTS | 2004 010-440-007 | SUPPLIES | TCTO CARTRIDGE | 263029191 | 12/14/2004 | 12/17/2004 | | 103.32 |
| VIKING OFFICE PRODUCTS | 2004 010-420-007 | OFFICE SUPPLIES | TCTO OFFICE SUPPLIE | 267144225A | 12/14/2004 | 12/17/2004 | | 232.64 |
| VIKING OFFICE PRODUCTS | 2004 010-440-007 | SUPPLIES | TCTO OFFICE SUPPLIE | 267144225B | 12/14/2004 | 12/17/2004 | | 70.77 |
| VIKING OFFICE PRODUCTS | 2004 010-440-007 | SUPPLIES | TCEO INK CART | 265496496-00 | 12/15/2004 | 12/17/2004 | | 68.47 |
| VIKING OFFICE PRODUCTS | 2004 010-402-007 | OFFICE SUPPLIES | TCC OFFICE SUPPLIES | 267378009001 | 12/15/2004 | 12/17/2004 | | 309.05 |
| VIKING OFFICE PRODUCTS | 2004 010-407-007 | OFFICE SUPPLIES | TCDC OFFICE SUPP | 268663056-00 | 12/16/2004 | 12/17/2004 | | 191.68 |
| VIKING OFFICE PRODUCTS | 2004 010-440-007 | SUPPLIES | TCDC INK CART | 268663056 | 12/16/2004 | 12/17/2004 | | 49.76 |
| WAL-MART COMMUNITY | 2004 010-440-007 | SUPPLIES | TCJP INK CART | 001799 | 12/14/2004 | 12/17/2004 | | 18.94 |
| WAL-MART COMMUNITY | 2004 010-419-015 | WITNESS EXPENSE | CDA WITNESS EXPENSE | 112004 | 12/14/2004 | 12/17/2004 | | 118.31 |
| WAL-MART COMMUNITY | 2004 010-430-007 | OFFICE SUPPLIES | DPS BATTERIES | 03036A | 12/14/2004 | 12/17/2004 | | 12.52 |
| WAL-MART COMMUNITY | 2004 010-430-007 | OFFICE SUPPLIES | DPS CAMERAS | 03036B | 12/14/2004 | 12/17/2004 | | 197.68 |
| WAL-MART COMMUNITY | 2004 010-430-007 | OFFICE SUPPLIES | DPS CAMERA BAGS | 03036C | 12/14/2004 | 12/17/2004 | | 8.88 |
| WAL-MART COMMUNITY | 2004 010-439-007 | OFFICE SUPPLIES | TCEO OFFICE SUPP | 7377 | 12/15/2004 | 12/17/2004 | | 46.52 |
| WAL-MART COMMUNITY | 2004 010-402-007 | OFFICE SUPPLIES | TCC OFFICE SUPPLIES | 005622/00614 | 12/15/2004 | 12/17/2004 | | 7.71 |
| WAL-MART COMMUNITY | 2004 010-401-050 | ELECTION EXPENSE | TCC ELECTION EXPENS | 000617 | 12/15/2004 | 12/17/2004 | | 46.42 |
| WALLING SIGNS & GRAPHIC | 2004 010-426-028 | REPAIRS TO VEHICL | TCSO K9 UNIT DECALS | 0764 | 12/13/2004 | 12/17/2004 | | 120.00 |
| WEST GROUP | 2004 010-409-007 | OFFICE SUPPLIES | 88TH JUDGE-V47 HB | 807737853 | 12/03/2004 | 12/17/2004 | | 82.50 |
| WEST MAGNOLIA DRIVE-IN | 2004 010-426-029 | GAS, OIL, GREASE | TCSO FUEL | 112004 | 12/10/2004 | 12/17/2004 | | 134.07 |
| WEST MAGNOLIA DRIVE-IN | 2004 010-436-049 | AID TO INDIGENTS | INDIGENT ASST | 112004A | 12/15/2004 | 12/17/2004 | | 100.00 |
| WOLF, JESSIE SHERIFF | 2004 010-392-055 | SHERIFF SALES | COURT SUITE # B-175 | 1751B | 12/14/2004 | 12/17/2004 | | 88.29 |
| WOLF, JESSIE SHERIFF | 2004 010-392-055 | SHERIFF SALES | TCSO SHERIFF FEES | 13555 | 12/16/2004 | 12/17/2004 | | 120.98 |
| WOOD, ROBERT | 2004 010-435-040 | MISCELLANEDUS | TCCWB RENT NOV/DEC | 121304 | 12/15/2004 | 12/17/2004 | | 200.00 |
| WORTH HYDROCHEM | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC - HOT WATER RE | 8902 | 12/13/2004 | 12/17/2004 | | 75.00 |
| XEROX CORPORATION | 2004 010-440-015 | SERVICE CONTRACTS | TCDC DC230 DUPLEX | 005979189 | 12/03/2004 | 12/17/2004 | | 130.00 |
| XEROX CORPORATION | 2004 010-440-015 | SERVICE CONTRACTS | JP# #972964456 | 006515438 | 12/08/2004 | 12/17/2004 | | 126.00 |
| XPEDX | 2004 010-442-013 | REPAIRS AT JUSTIC | TCJC JANITOR SUPP | N487848711 | 12/13/2004 | 12/17/2004 | | 165.24 |
| XPEDX | 2004 010-427-010 | JAIL SUPPLIES | TCSO JAIL SUPPLIES | N487296911 | 12/16/2004 | 12/17/2004 | | 369.80 |

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|---------------------|-----------|------------|------------|-------|--------|
| DAVIS WRECKER SERVICE | 2004 021-451-028 | MACHINERY MAINTEN | PCT1 REPAIR WORK | 6649 | 12/15/2004 | 12/17/2004 | | 140.00 |
| ENGLISH TRUCK & TRAILER | 2004 021-451-028 | MACHINERY MAINTEN | PCT1 CYLINDER | 1020296 | 12/15/2004 | 12/17/2004 | | 103.00 |
| GARDNER OIL, INC. | 2004 021-451-029 | GAS, OIL, GREASE | PCT1 FUEL | 69361 | 12/15/2004 | 12/17/2004 | | 600.25 |
| GARDNER OIL, INC. | 2004 021-451-029 | GAS, OIL, GREASE | PCT1 FUEL | 69362 | 12/15/2004 | 12/17/2004 | | 416.32 |
| GARDNER OIL, INC. | 2004 021-451-029 | GAS, OIL, GREASE | PCT1 FUEL | 69481 | 12/15/2004 | 12/17/2004 | | 272.62 |
| GARDNER OIL, INC. | 2004 021-451-029 | GAS, OIL, GREASE | PCT1 FUEL | 69482 | 12/15/2004 | 12/17/2004 | | 649.90 |
| INTERNATIONAL MILL SERV | 2004 021-451-032 | ROAD MATERIAL | PCT1 ROAD MATERIAL | 206398 | 12/15/2004 | 12/17/2004 | | 476.03 |
| JASPER ASPHALT LIMITED | 2004 021-451-032 | ROAD MATERIAL | PCT1 ASPHALT/SAND | 706 | 12/15/2004 | 12/17/2004 | | 397.13 |
| JERRYS SAW SHOP | 2004 021-451-028 | MACHINERY MAINTEN | PCT1-SHARPEN CHAIN | 010120 | 12/15/2004 | 12/17/2004 | | 5.00 |
| JERRYS SAW SHOP | 2004 021-451-028 | MACHINERY MAINTEN | PCT1-FILTER,PLUG | 010134 | 12/15/2004 | 12/17/2004 | | 20.00 |
| JERRYS SAW SHOP | 2004 021-451-028 | MACHINERY MAINTEN | PCT1-FILTER,PLUG | 010165 | 12/15/2004 | 12/17/2004 | | 33.90 |
| JERRYS SAW SHOP | 2004 021-451-028 | MACHINERY MAINTEN | PCT1-CHAIN | 010166 | 12/15/2004 | 12/17/2004 | | 20.95 |
| MODICA BROTHERS | 2004 021-451-030 | TIRES, TUBES | PCT1 FLAT REPAIR | 189295 | 12/15/2004 | 12/17/2004 | | 80.37 |
| PAPER WORKS PRINTING | 2004 021-451-040 | MISCELLANEOUS SUP | PCT1 TRUCK STICKERS | 26270D | 12/15/2004 | 12/17/2004 | | 30.00 |
| RURAL PIPE AND SUPPLY | 2004 021-451-031 | CULVERTS | PCT1 CULVERTS | 29155 | 12/15/2004 | 12/17/2004 | | 617.10 |
| SCHRECK, TED TRUCKING | 2004 021-451-032 | ROAD MATERIAL | PCT1 ROAD BASE | 7966 | 12/15/2004 | 12/17/2004 | | 405.00 |
| SCHRECK, TED TRUCKING | 2004 021-451-032 | ROAD MATERIAL | PCT1 ROAD BASE | 7973 | 12/15/2004 | 12/17/2004 | | 540.00 |
| TYLER COUNTY AUTO PARTS | 2004 021-451-028 | MACHINERY MAINTEN | PCT1 OIL FILTER | 331858 | 12/15/2004 | 12/17/2004 | | 8.36 |
| TYLER COUNTY AUTO PARTS | 2004 021-451-028 | MACHINERY MAINTEN | PCT1 AIR FILTER | 331879 | 12/15/2004 | 12/17/2004 | | 38.70 |
| TYLER COUNTY AUTO PARTS | 2004 021-451-028 | MACHINERY MAINTEN | PCT1 OIL FILTER | 331887 | 12/15/2004 | 12/17/2004 | | 5.02 |

 4,859.65

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|---------------------|-------------|------------|------------|-------|----------|
| BILLY WILLIAMS TRUCKING | 2004 022-451-032 | ROAD MATERIAL | PCT2 ROAD BASE | 112004 | 12/09/2004 | 12/17/2004 | | 3,692.59 |
| CHEMSEARCH | 2004 022-451-029 | GAS, OIL, GREASE | DIESEL GUARD | 066392 | 12/09/2004 | 12/17/2004 | | 488.71 |
| CUSTOM PRODUCTS RESEARC | 2004 022-451-028 | MACHINERY MAINTEN | PCT2 CLEANER | 9457 | 12/09/2004 | 12/17/2004 | | 303.00 |
| ECONO SIGN & BARRICADE | 2004 022-451-032 | ROAD MATERIAL | HANDICAPPED SIGN | 875705 | 12/09/2004 | 12/17/2004 | | 21.24 |
| GARDNER OIL, INC. | 2004 022-451-029 | GAS, OIL, GREASE | PCT2 FUEL | 69439 | 12/09/2004 | 12/17/2004 | | 1,226.03 |
| GARDNER OIL, INC. | 2004 022-451-029 | GAS, OIL, GREASE | PCT2 DIESEL | 69440 | 12/09/2004 | 12/17/2004 | | 345.18 |
| GARDNER OIL, INC. | 2004 022-451-029 | GAS, OIL, GREASE | PCT2 FUEL | 69582 | 12/09/2004 | 12/17/2004 | | 1,037.00 |
| GARDNER OIL, INC. | 2004 022-451-029 | GAS, OIL, GREASE | PCT2 DIESEL | 69583 | 12/09/2004 | 12/17/2004 | | 239.94 |
| GRAY'S WHOLESALE TIRE | 2004 022-451-030 | TIRES, TUBES | PCT2 TIRES | 960073 | 12/09/2004 | 12/17/2004 | | 580.00 |
| GULF WELDING | 2004 022-451-040 | MISCELLANEOUS SUP | OXYGEN, ACETYLENE | 38939 | 12/09/2004 | 12/17/2004 | | 31.50 |
| HENSARLINGS TIRE CENTER | 2004 022-451-030 | TIRES, TUBES | FLAT REPAIR | 92750 | 12/09/2004 | 12/17/2004 | | 53.95 |
| HORTON'S AUTOMOTIVE | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 REPAIRS/PARTS | 111204A | 12/09/2004 | 12/17/2004 | | 314.55 |
| HORTON'S AUTOMOTIVE | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 REPAIRS/PARTS | 111204B | 12/09/2004 | 12/17/2004 | | 365.00 |
| HORTON'S AUTOMOTIVE | 2004 022-451-040 | MISCELLANEOUS SUP | R&B 2 PARTS | 102704A | 12/16/2004 | 12/17/2004 | | 71.41 |
| J B BEST & COMPANY | 2004 022-451-044 | UNIFORMS | PCT2 UNIFORMS | 21164 | 12/09/2004 | 12/17/2004 | | 602.71 |
| J B BEST & COMPANY | 2004 022-451-044 | UNIFORMS | PCT2 UNIFORMS | 21820 | 12/09/2004 | 12/17/2004 | | 59.99 |
| JERRY'S SAW SHOP | 2004 022-451-028 | MACHINERY MAINTEN | PCT2 TRIMMER LINE | 010075 | 12/09/2004 | 12/17/2004 | | 29.90 |
| JERRY'S SAW SHOP | 2004 022-451-028 | MACHINERY MAINTEN | PCT2 OIL, FILES | 010194 | 12/09/2004 | 12/17/2004 | | 33.40 |
| LOWE'S BUSINESS ACCOUNT | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 09547 | 12/09/2004 | 12/17/2004 | | 19.97 |
| PAPER WORKS PRINTING | 2004 022-451-040 | MISCELLANEOUS SUP | R&B2 TRUCK STICKERS | 26270E | 12/16/2004 | 12/17/2004 | | 30.00 |
| POWERPLAN | 2004 022-451-040 | MISCELLANEOUS SUP | DRAIN VALVE | J31023 | 12/09/2004 | 12/17/2004 | | 53.27 |
| POWERPLAN | 2004 022-451-040 | MISCELLANEOUS SUP | ADAPTER, FILTERS | J30965 | 12/09/2004 | 12/17/2004 | | 22.28 |
| RAINEY, LYLE | 2004 022-451-028 | MACHINERY MAINTEN | PCT2 SURVEY WORK | 112604 | 12/09/2004 | 12/17/2004 | | 385.00 |
| REGIONS INTERSTATE BILL | 2004 022-451-032 | ROAD MATERIAL | ADJUST LEVER | X0300932301 | 12/09/2004 | 12/17/2004 | | 94.65 |
| SMITH AND BARNHART | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 PAGER | 12312004 | 12/09/2004 | 12/17/2004 | | 13.90 |
| TIMBERMANS SUPPLY | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 172258 | 12/09/2004 | 12/17/2004 | | 44.88 |
| TIMBERMANS SUPPLY | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 172310 | 12/09/2004 | 12/17/2004 | | 44.88 |
| TIMBERMANS SUPPLY | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 172437 | 12/09/2004 | 12/17/2004 | | 14.56 |
| TRUCK & EQUIPMENT REPAI | 2004 022-451-028 | MACHINERY MAINTEN | LABOR | 0006701 | 12/09/2004 | 12/17/2004 | | 80.00 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 331999 | 12/09/2004 | 12/17/2004 | | 11.94 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 332663 | 12/09/2004 | 12/17/2004 | | 42.73 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 333617 | 12/09/2004 | 12/17/2004 | | 37.90 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 333756 | 12/09/2004 | 12/17/2004 | | 20.32 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 333831 | 12/09/2004 | 12/17/2004 | | 97.52 |
| TYLER COUNTY AUTO PARTS | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 334101 | 12/09/2004 | 12/17/2004 | | 20.95 |
| TYLER COUNTY PCT I | 2004 022-448-001 | SALARIES | NOVEMBER-SALARY | 12500SAL | 12/10/2004 | 12/17/2004 | | 748.00 |
| TYLER COUNTY PCT I | 2004 022-448-002 | SOCIAL SECURITY | NOVEMBER-SOCIAL SEC | 12500SS | 12/10/2004 | 12/17/2004 | | 57.22 |
| TYLER COUNTY PCT I | 2004 022-448-003 | RETIREMENT | NOVEMBER-RETIREMENT | 12500RET | 12/10/2004 | 12/17/2004 | | 60.88 |
| TYLER COUNTY PCT I | 2004 022-448-004 | HOSPITALIZATION | NOVEMBER-HOSPITALIZ | 12500HSP | 12/10/2004 | 12/17/2004 | | 217.03 |
| TYLER COUNTY PCT I | 2004 022-448-004 | HOSPITALIZATION | NOVEMBER-LIFE INSUR | 12500LFE | 12/10/2004 | 12/17/2004 | | 7.48 |
| TYLER COUNTY PCT I | 2004 022-448-005 | WORKERS COMPENSAT | NOVEMBER-WORKERS CO | 12500WC | 12/10/2004 | 12/17/2004 | | 1.82 |
| TYLER COUNTY PCT I | 2004 022-448-006 | UNEMPLOYMENT INSU | NOVEMBER-UNEMPLOYME | 12500UNP | 12/10/2004 | 12/17/2004 | | 3.07 |
| TYLER COUNTY PCT I | 2004 022-448-001 | SALARIES | DECEMBER-SALARY | 13254SAL | 12/10/2004 | 12/17/2004 | | 748.00 |
| TYLER COUNTY PCT I | 2004 022-448-002 | SOCIAL SECURITY | DECEMBER-SOCIAL SEC | 13254SS | 12/10/2004 | 12/17/2004 | | 57.22 |
| TYLER COUNTY PCT I | 2004 022-448-003 | RETIREMENT | DECEMBER-RETIREMENT | 13254RET | 12/10/2004 | 12/17/2004 | | 60.88 |
| TYLER COUNTY PCT I | 2004 022-448-004 | HOSPITALIZATION | DECEMBER-HOSPITAL | 13254HSP | 12/10/2004 | 12/17/2004 | | 217.03 |
| TYLER COUNTY PCT I | 2004 022-448-004 | HOSPITALIZATION | DECEMBER-LIFE INSUR | 13254INS | 12/10/2004 | 12/17/2004 | | 7.48 |
| TYLER COUNTY PCT I | 2004 022-448-005 | WORKERS COMPENSAT | DECEMBER-WORKERS CO | 13254WC | 12/10/2004 | 12/17/2004 | | 1.82 |
| TYLER COUNTY PCT I | 2004 022-448-006 | UNEMPLOYMENT INSU | DECEMBER-UNEMPLOYME | 13254UMP | 12/10/2004 | 12/17/2004 | | 3.07 |
| U PUMP IT | 2004 022-451-029 | GAS, OIL, GREASE | PCT2 FUEL | 0021852 | 12/09/2004 | 12/17/2004 | | 185.81 |
| WAL-MART COMMUNITY | 2004 022-451-040 | MISCELLANEOUS SUP | PCT2 SUPPLIES | 002047 | 12/09/2004 | 12/17/2004 | | 35.54 |

12,943.20

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|------------------------|--------------|------------|------------|-------|----------|
| ANDY MARTIN | 2004 023-451-032 | ROAD MATERIAL | R&B3 - REMOV ROAD M 4A | | 12/13/2004 | 12/17/2004 | | 98.00 |
| DIG FOUR, INC. | 2004 023-451-032 | ROAD MATERIAL | R&B3 FILTER ROCK | 00327165 | 12/13/2004 | 12/17/2004 | | 96.00 |
| BILLY WILLIAMS TRUCKING | 2004 023-451-032 | ROAD MATERIAL | R&B3 ROAD MATERIAL | 112004A | 12/13/2004 | 12/17/2004 | | 2,784.29 |
| CINGULAR WIRELESS | 2004 023-451-035 | UTILITIES | R&B3 409 331 4724-2 | 793899742112 | 12/13/2004 | 12/17/2004 | | 96.74 |
| GARDNER OIL, INC. | 2004 023-451-029 | GAS, OIL, GREASE | R&B3 - FUEL | 69437 | 12/13/2004 | 12/17/2004 | | 815.72 |
| GARDNER OIL, INC. | 2004 023-451-029 | GAS, OIL, GREASE | R&B3 - FUEL | 69438 | 12/13/2004 | 12/17/2004 | | 431.48 |
| GARDNER OIL, INC. | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 - FUEL | 69581 | 12/13/2004 | 12/17/2004 | | 413.14 |
| GARDNER OIL, INC. | 2004 023-451-029 | GAS, OIL, GREASE | R&B3 - FUEL | 69584 | 12/13/2004 | 12/17/2004 | | 1,344.34 |
| HENSARLINGS TIRE CENTER | 2004 023-451-030 | TIRES, TUBES | R&B3 TIRE REPAIR | 96944 | 12/13/2004 | 12/17/2004 | | 18.95 |
| HENSARLINGS TIRE CENTER | 2004 023-451-030 | TIRES, TUBES | R&B3 TIRE REPAIR | 96852 | 12/13/2004 | 12/17/2004 | | 120.00 |
| HENSARLINGS TIRE CENTER | 2004 023-451-030 | TIRES, TUBES | R&B3 TIRE REPAIR | 96127 | 12/13/2004 | 12/17/2004 | | 18.00 |
| HENSARLINGS TIRE CENTER | 2004 023-451-030 | TIRES, TUBES | R&B3 TIRE REPAIR | 96209 | 12/13/2004 | 12/17/2004 | | 120.00 |
| HILLISTER TRACTOR | 2004 023-451-028 | MACHINERY MAINTEN | R&B 3 EQUIP SUPP | 14607 | 12/13/2004 | 12/17/2004 | | 19.50 |
| JACK ALEXANDER ROAD CON | 2004 023-451-032 | ROAD MATERIAL | R&B3 ROAD MATERIAL | 13933 | 12/13/2004 | 12/17/2004 | | 144.18 |
| JERRYS SAW SHOP | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 72LP/66 CHAIN | 010161 | 12/13/2004 | 12/17/2004 | | 15.95 |
| PAPER WORKS PRINTING | 2004 023-451-040 | MISCELLANEOUS SUP | R&B3 TRUCK PERMIT S | 26270 | 12/13/2004 | 12/17/2004 | | 30.00 |
| ROARK, A. W., JR. | 2004 023-451-032 | ROAD MATERIAL | R&B3 REMOV ROAD MAT | B-AW-04 | 12/13/2004 | 12/17/2004 | | 144.00 |
| ROARK, DAVID | 2004 023-451-032 | ROAD MATERIAL | R&B3 REMOV ROAD MAT | B-DR-04 | 12/13/2004 | 12/17/2004 | | 144.00 |
| RURAL PIPE AND SUPPLY | 2004 023-451-033 | BRIDGE REPAIR | R&B3 CULVERT | 29301 | 12/13/2004 | 12/17/2004 | | 1,009.50 |
| SHEPHERD'S UNIFORM & LI | 2004 023-451-044 | UNIFORMS | R&B 3 UNIFORM | 796595 | 12/13/2004 | 12/17/2004 | | 35.65 |
| SHEPHERD'S UNIFORM & LI | 2004 023-451-044 | UNIFORMS | R&B 3 UNIFORM | 795062 | 12/13/2004 | 12/17/2004 | | 35.65 |
| SHEPHERD'S UNIFORM & LI | 2004 023-451-044 | UNIFORMS | R&B 3 UNIFORM | 796537 | 12/13/2004 | 12/17/2004 | | 35.65 |
| SHEPHERD'S UNIFORM & LI | 2004 023-451-044 | UNIFORMS | R&B 3 UNIFORM | 797993 | 12/13/2004 | 12/17/2004 | | 35.65 |
| SHEPHERD'S UNIFORM & LI | 2004 023-451-044 | UNIFORMS | R&B 3 UNIFORM | 799442 | 12/13/2004 | 12/17/2004 | | 35.65 |
| SULLIVANS HARDWARE | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 MAINT SUPP | 59843 | 12/13/2004 | 12/17/2004 | | 16.52 |
| TIMBERMANS SUPPLY | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 EQUIP MAINT | 172281 | 12/13/2004 | 12/17/2004 | | 100.85 |
| TIMBERMANS SUPPLY | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 EQUIP MAINT | 172826 | 12/13/2004 | 12/17/2004 | | 247.23 |
| TRUCK & EQUIPMENT REPAI | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 MAINT REPAIR | 6692 | 12/13/2004 | 12/17/2004 | | 200.00 |
| TYLER COUNTY AUTO PARTS | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 - SMC P/U SERV | 332209 | 12/13/2004 | 12/17/2004 | | 5.39 |
| TYLER COUNTY AUTO PARTS | 2004 023-451-028 | MACHINERY MAINTEN | R&B3 - EQUIP MAINT | 333213 | 12/13/2004 | 12/17/2004 | | 28.38 |
| TYLER COUNTY AUTO PARTS | 2004 023-451-033 | BRIDGE REPAIR | R&B3 - CULVERT | 333213A | 12/13/2004 | 12/17/2004 | | 179.76 |
| U PUMP IT | 2004 023-451-029 | GAS, OIL, GREASE | R&B3 FUEL | 0021850 | 12/13/2004 | 12/17/2004 | | 57.30 |
| WAL-MART COMMUNITY | 2004 023-451-040 | MISCELLANEOUS SUP | R&B3 OFFICE SUPP | 00201559-112 | 12/13/2004 | 12/17/2004 | | 143.63 |

 9,021.10

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|---------------------|--------------|------------|------------|-------|----------|
| A-1 WRECKER & STORAGE | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 - HAUL MOTDRG | 10478 | 12/15/2004 | 12/17/2004 | | 75.00 |
| ALLISON CHEVROLET, INC. | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 VEH INSPECTION | 124928 | 12/15/2004 | 12/17/2004 | | 12.50 |
| CALCO CALLENS CO INC | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 EQUIP PARTS | 14618 | 12/15/2004 | 12/17/2004 | | 2,259.53 |
| EAST TEXAS TRUCK & MILL | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 BULBS | 364132 | 12/15/2004 | 12/17/2004 | | 7.94 |
| ETOX INC. | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 - EQUIP SUPPL | 102028112004 | 12/15/2004 | 12/17/2004 | | 136.56 |
| GARDNER OIL, INC. | 2004 024-451-029 | GAS, OIL, GREASE | R&B 4 FUEL | 69355 | 12/15/2004 | 12/17/2004 | | 572.04 |
| GARDNER OIL, INC. | 2004 024-451-029 | GAS, OIL, GREASE | R&B 4 FUEL | 69356 | 12/15/2004 | 12/17/2004 | | 380.60 |
| GARDNER OIL, INC. | 2004 024-451-029 | GAS, OIL, GREASE | R&B 4 FUEL | 69502 | 12/15/2004 | 12/17/2004 | | 1,057.00 |
| GARDNER OIL, INC. | 2004 024-451-029 | GAS, OIL, GREASE | R&B 4 FUEL | 69505 | 12/15/2004 | 12/17/2004 | | 627.60 |
| GEMPLER'S | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 - EQUIP PARTS | 1005500336 | 12/15/2004 | 12/17/2004 | | 27.95 |
| GEMPLER'S | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 - EQUIP PARTS | 1005519797 | 12/15/2004 | 12/17/2004 | | 23.50 |
| GEMPLER'S | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 - EQUIP PARTS | 1005494071 | 12/15/2004 | 12/17/2004 | | 48.10 |
| GRAY'S WHOLESALE TIRE | 2004 024-451-030 | TIRES, TUBES | R&B 4 EQUIP PARTS | 958024 | 12/15/2004 | 12/17/2004 | | 225.70 |
| GRAY'S WHOLESALE TIRE | 2004 024-451-030 | TIRES, TUBES | R&B 4 TIRES | 958025 | 12/15/2004 | 12/17/2004 | | 190.85 |
| GULF COAST LIMESTONE | 2004 024-451-032 | ROAD MATERIAL | R&B 4 - ROAD MATERI | 529393 | 12/15/2004 | 12/17/2004 | | 1,380.58 |
| GULF COAST LIMESTONE | 2004 024-451-032 | ROAD MATERIAL | R&B 4 - ROAD MATERI | 529340 | 12/15/2004 | 12/17/2004 | | 1,221.93 |
| HILLISTER TRACTOR | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 MAINT -CUT ED | 14651 | 12/15/2004 | 12/17/2004 | | 366.50 |
| INTERNATIONAL MILL SERV | 2004 024-451-032 | ROAD MATERIAL | R&B4 ROAD MATERIAL | 206399 | 12/15/2004 | 12/17/2004 | | 1,149.04 |
| JASPER ASPHALT LIMITED | 2004 024-451-032 | ROAD MATERIAL | R&B 4 - ROAD MATERI | 707 | 12/15/2004 | 12/17/2004 | | 456.47 |
| MOTT WHOLESALE, INC. | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 MAINTENANCE | 112004PCT4 | 12/15/2004 | 12/17/2004 | | 433.88 |
| PAPER WORKS PRINTING | 2004 024-451-040 | MISCELLANEOUS SUP | R&B 4 - TRUCK STICK | 26270A | 12/15/2004 | 12/17/2004 | | 30.00 |
| POWERPLAN | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 EQUP PARTS | J30674 | 12/15/2004 | 12/17/2004 | | 1,005.24 |
| ROARK, A. W., JR. | 2004 024-451-032 | ROAD MATERIAL | R&B4 - REMOVE ROAD | 7-AW-04 | 12/15/2004 | 12/17/2004 | | 135.00 |
| ROARK, DAVID | 2004 024-451-032 | ROAD MATERIAL | R&B 4 - REMOV ROAD | 7-DR-04A | 12/15/2004 | 12/17/2004 | | 135.00 |
| RURAL PIPE AND SUPPLY | 2004 024-451-031 | CULVERTS | R&B 4 CULVERT | 29200 | 12/15/2004 | 12/17/2004 | | 135.60 |
| SCHRECK, TED TRUCKING | 2004 024-451-032 | ROAD MATERIAL | R&B 4 ROAD MATERIAL | 7964 | 12/15/2004 | 12/17/2004 | | 990.00 |
| SHEPHERD'S UNIFORM & LI | 2004 024-451-044 | UNIFORMS | R&B 4 - UNIFORMS | 048169112004 | 12/15/2004 | 12/17/2004 | | 178.25 |
| SPURGER TIRE AND SERVIC | 2004 024-451-030 | TIRES, TUBES | R&B 4 - TIRE REPAIR | 18024 | 12/15/2004 | 12/17/2004 | | 10.00 |
| SULLIVANS HARDWARE | 2004 024-451-040 | MISCELLANEOUS SUP | R&B 4 SUPPLIES | 62818 | 12/15/2004 | 12/17/2004 | | 1.70 |
| TIMBERMANS SUPPLY | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 - MAINT | 172941 | 12/15/2004 | 12/17/2004 | | 30.90 |
| TIMBERMANS SUPPLY | 2004 024-451-028 | MACHINERY MAINTEN | R&B 4 MAINTENANCE | 173156 | 12/15/2004 | 12/17/2004 | | 3.70 |
| TYLER COUNTY PCT III | 2004 024-448-001 | SALARIES & PART-T | 1/2 MTH SALARY | 12838SAL | 12/15/2004 | 12/17/2004 | | 748.00 |
| TYLER COUNTY PCT III | 2004 024-448-002 | SOCIAL SECURITY | 1/2 MTH SALARY | 12838SS | 12/15/2004 | 12/17/2004 | | 58.37 |
| TYLER COUNTY PCT III | 2004 024-448-003 | RETIREMENT | 1/2 MTH SALARY | 12838RET | 12/15/2004 | 12/17/2004 | | 62.11 |
| TYLER COUNTY PCT III | 2004 024-448-006 | UNEMPLOYMENT INSU | 1/2 MTH SALARY | 12838UNEM | 12/15/2004 | 12/17/2004 | | 3.13 |
| TYLER COUNTY PCT III | 2004 024-448-005 | WORKERS COMPENSAT | 1/2 MTH SALARY | 12838COMP | 12/15/2004 | 12/17/2004 | | 1.85 |
| TYLER COUNTY PCT III | 2004 024-448-004 | HOSPITALIZATION | 1/2 MTH SALARY | 12838HOSP | 12/15/2004 | 12/17/2004 | | 217.03 |
| TYLER COUNTY PCT III | 2004 024-448-004 | HOSPITALIZATION | 1/2 MTH SALARY | 12838LONG | 12/15/2004 | 12/17/2004 | | 15.00 |
| TYLER COUNTY PCT III | 2004 024-448-004 | HOSPITALIZATION | 1/2 MTH SALARY | 12838INS | 12/15/2004 | 12/17/2004 | | 7.63 |
| WAUKESHA-PEARCE INDUSTR | 2004 024-451-028 | MACHINERY MAINTEN | R&B4 EQUIP REPAIR | 54123897 | 12/15/2004 | 12/17/2004 | | 520.45 |

 14,942.23

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|------------------|------------------|-------------------|-------------|-----------|------------|------------|-------|--------|
| FLIGHT LIGHT INC | 2004 025-451-028 | REPAIRS & MAINTEN | TCAP MAINT | 17499 | 12/13/2004 | 12/17/2004 | | 177.81 |
| FLIGHT LIGHT INC | 2004 025-451-028 | REPAIRS & MAINTEN | TCAP MAINT | 17553 | 12/13/2004 | 12/17/2004 | | 158.95 |
| FLIGHT LIGHT INC | 2004 025-451-028 | REPAIRS & MAINTEN | TCAP MAINT | 17575 | 12/13/2004 | 12/17/2004 | | 58.65 |
| | | | | | | | | ----- |
| | | | | | | | | 395.41 |

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 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 FUEL | T148-112004 | 12/13/2004 | 12/17/2004 | | 299.83 |
| HARDIN COUNTY LANDFILL | 2004 037-451-043 | CONTAINER HAULS | TCCC CONT HAULS | 102004 | 12/13/2004 | 12/17/2004 | | 2,329.50 |
| SANTEK ENVIRONMENTAL OF | 2004 037-451-043 | CONTAINER HAULS | TCCC CONTAINER HAUL | 1556 | 12/13/2004 | 12/17/2004 | | 402.50 |
| TIMBERMANS SUPPLY | 2004 037-451-028 | MACHINERY MAINTEN | TCCC SUPPLIES | 172920 | 12/13/2004 | 12/17/2004 | | 47.80 |
| TIMBERMANS SUPPLY | 2004 037-451-028 | MACHINERY MAINTEN | TCCC GLOVES | 172289 | 12/13/2004 | 12/17/2004 | | 6.49 |
| TYLER COUNTY AUTO PARTS | 2004 037-451-028 | MACHINERY MAINTEN | TCCC MACH MAINT | 333154 | 12/13/2004 | 12/17/2004 | | 45.78 |
| WAL-MART COMMUNITY | 2004 037-451-040 | MISCELLANEOUS SUP | TCCC SUPPLIES | 112004A | 12/13/2004 | 12/17/2004 | | 25.20 |
| | | | | | | | | ----- |
| | | | | | | | | 3,157.10 |

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|------------------|-------------------|-------------------|-------------|------------|------------|-------|----------|
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 102704 | 12/14/2004 | 12/17/2004 | | 16.95 |
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 102704A | 12/14/2004 | 12/17/2004 | | 12.79 |
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 102804B | 12/14/2004 | 12/17/2004 | | 10.33 |
| AMERICAN EXPRESS | 2005 053-437-009 | EQUIPMENT | CSCD COMPUTER | 110604 | 12/14/2004 | 12/17/2004 | | 1,449.50 |
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 111604 | 12/14/2004 | 12/17/2004 | | 14.29 |
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 111704A | 12/14/2004 | 12/17/2004 | | 92.00 |
| AMERICAN EXPRESS | 2005 053-437-015 | TRAVEL/FURNISHED | CSCD TRAVEL | 111704B | 12/14/2004 | 12/17/2004 | | 17.00 |
| AMERICAN EXPRESS | 2005 053-451-009 | UTILITIES | CSCD ONLINE | 112104 | 12/14/2004 | 12/17/2004 | | 14.95 |
| CORRECTIONS SOFTWARE CO | 2005 053-437-012 | CCP-PROFESSIONAL | CSCD SERVICES JAN | 109231 | 12/14/2004 | 12/17/2004 | | 930.00 |
| MINOLTA CORPORATION | 2005 053-437-007 | CCP SUPPLIES & OP | COPIER RENTAL | E1116488636 | 12/14/2004 | 12/17/2004 | | 93.00 |
| STORY-WRIGHT | 2005 053-437-007 | CCP SUPPLIES & OP | OFFICE SUPPLIES | 017228 | 12/14/2004 | 12/17/2004 | | 74.16 |
| STORY-WRIGHT | 2005 053-437-007 | CCP SUPPLIES & OP | OFFICE SUPPLIES | 017234 | 12/14/2004 | 12/17/2004 | | 188.07 |
| WAL-MART COMMUNITY | 2005 053-437-007 | CCP SUPPLIES & OP | OFFICE SUPPLIES | 002310 | 12/14/2004 | 12/17/2004 | | 89.48 |
| | | | | | | | | ----- |
| | | | | | | | | 3,002.52 |

ALL RECORDS FROM 12/17/2004 TO 12/17/2004 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PD NO | AMOUNT |
|------------------------|------------------|---------------------------------------|-------------|------------|------------|------------|-------|------------|
| ACCU CHEM LABDRATORIES | 2005 054-437-007 | OFFICE SUPPLIES-C MOSS (SCREEN) | | 530137 | 12/14/2004 | 12/17/2004 | | 11.00 |
| ANGELINA COUNTY COURTH | 2005 054-363-035 | DETENTION COLLECT TCJP DETENTION BILL | | 13161 | 12/14/2004 | 12/17/2004 | | 1,100.00 |
| VERIZON WIRELESS | 2005 054-437-009 | TELEPHONE-COMMUNI TCJP 409 429 4418/4 | | 1031505686 | 12/14/2004 | 12/17/2004 | | 243.32 |
| | | | | | | | | ----- |
| | | | | | | | | 1,354.32 |
| TOTAL VOUCHERS | | | | | | | | 145,178.97 |

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Commissioners Court Appropriations/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

Expenditures:

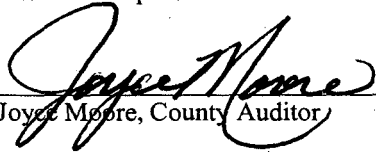
| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|-------------------------|------------------|------------------|--------------------------------|-------------------------------|
| Election Expense | \$ 17,000.00 | \$ 22,225.00 | \$ 5,225.00 | |
| Contingency for Legal | 20,000.00 | 12,125.00 | (7,875.00) | |
| Detcog Travel | 750.00 | 900.00 | 150.00 | |
| Postage/Postage Machine | <u>36,000.00</u> | <u>38,500.00</u> | <u>2,500.00</u> | |

-0-

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


Approved Commissioners' Court


Attest County Clerk


Joyce Moore, County Auditor

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Jury Account/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

Expenditures:

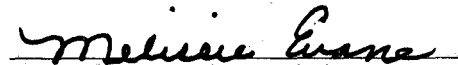
| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|--------------------------|-----------------|-----------------|--------------------------------|-------------------------------|
| Court Appointed Attorney | \$ 65,000.00 | \$ 68,000.00 | \$ 3,000.00 | |
| Petit Jurors | 9,000.00 | 6,000.00 | (3,000.00) | |
| Psychiatric/Medical | 1,500.00 | 2,000.00 | 500.00 | |
| Transcripts | <u>5,500.00</u> | <u>5,000.00</u> | <u>(500.00)</u> | |

-0-

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


Approved Commissioners' Court


Attest County Clerk


Melissie Evans, District Clerk

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: District Clerk/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

Expenditures:

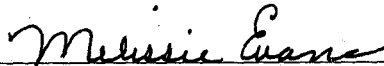
| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|------------------|-----------------|-----------------|--------------------------------|-------------------------------|
| Telephone | \$ 2,200.00 | \$ 1,700.00 | \$(500.00) | |
| Office Supplies | <u>6,500.00</u> | <u>7,000.00</u> | <u>500.00</u> | |

-0-

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


Approved Commissioners' Court


Attest County Clerk


Melissie Evans, District Clerk

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Justice of Peace, Pct. 3/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

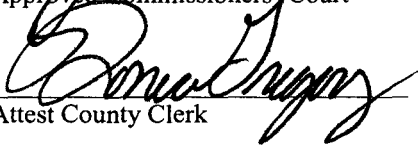
Expenditures:

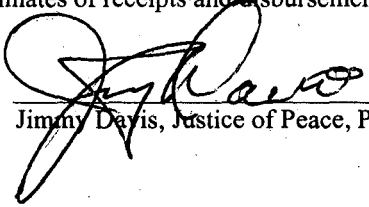
| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|----------------------|---------------|----------------|--------------------------------|-------------------------------|
| Telephone | \$ 800.00 | \$ 950.00 | \$ 150.00 | |
| Training & Education | 700.00 | 925.00 | 225.00 | |
| Bond | 178.00 | 3.00 | (175.00) | |
| Postage | <u>200.00</u> | <u>0.00</u> | <u>(200.00)</u> | |

-0-

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


Approved Commissioners' Court


Attest County Clerk


Jimmy Davis, Justice of Peace, Pct. 3

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Sheriff Department & Jail/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

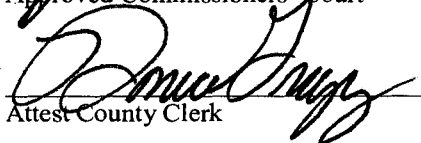
Expenditures:

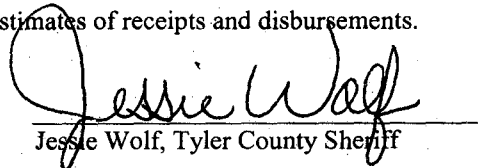
| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|---------------------|-----------------|-----------------|--------------------------------|-------------------------------|
| Salaries | \$533,775.00 | \$ 520,075.00 | \$(13,700.00) | |
| Hospitalization | 115,131.00 | 116,781.00 | 1,650.00 | |
| Office Supplies | 5,200.00 | 5,600.00 | 400.00 | |
| Travel & Education | 2,600.00 | 2,800.00 | 200.00 | |
| Repairs to Vehicles | 10,000.00 | 7,000.00 | (3,000.00) | |
| Gas, Oil, & Grease | 29,000.00 | 29,100.00 | 100.00 | |
| Tires & Tubes | 5,800.00 | 6,100.00 | 300.00 | |
| Uniforms | 3,500.00 | 7,500.00 | 4,000.00 | |
| Radio Maintenance | <u>6,000.00</u> | <u>2,350.00</u> | <u>(3,650.00)</u> | |
| Jail Supplies | \$ 15,000.00 | \$ 22,930.00 | \$ 7,930.00 | |
| Travel & Education | 900.00 | 1,200.00 | 300.00 | |
| Prisoner Meals | 40,000.00 | 40,200.00 | 200.00 | |
| Prisoner Medical | 5,000.00 | 10,770.00 | 5,770.00 | |
| Uniforms | 1,500.00 | 1,600.00 | 100.00 | |
| Employee Physicals | 150.00 | 250.00 | 100.00 | |
| Camera & Film | <u>1,500.00</u> | <u>800.00</u> | <u>(700.00)</u> | |

-0-

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


Approved Commissioners' Court


Attest County Clerk


Jessie Wolf, Tyler County Sheriff

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Data Processing/General

Date: December 17, 2004

Honorable Commissioners' Court of Tyler County:

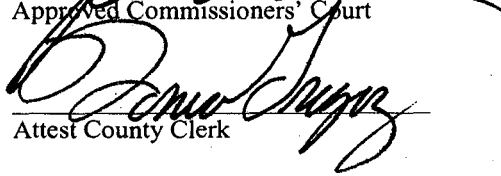
I submit to you for consideration the following:

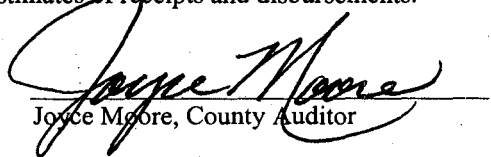
Expenditures:

| <u>Line Item</u> | <u>Budget</u> | <u>Amended</u> | <u>Increase (Decrease)</u> | <u>Additional Revenue</u> |
|------------------|------------------|------------------|--------------------------------|-------------------------------|
| Supplies | \$ 20,000.00 | \$ 25,000.00 | \$ 5,000.00 | |
| Equipment Lease | 8,000.00 | 6,000.00 | (2,000.00) | |
| Support Services | <u>75,000.00</u> | <u>72,000.00</u> | <u>(3,000.00)</u> | |

-0-

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


Approved Commissioners' Court

Attest County Clerk


Joyce Moore, County Auditor

**TAX ABATEMENT GUIDELINES
TYLER COUNTY, TEXAS**

OBJECTIVE:

The objective of this tax abatement program is to create new jobs, new capital investment and a broadened tax base for our community by:

1. providing an incentive for already established businesses to expand and/or modernize; and
2. providing an incentive to attract businesses that might not locate in our community otherwise.

This program is not intended to provide abatement for any business venture whose decision to locate is based primarily on local market conditions.

CANDIDATE QUALIFICATIONS:

1. produces products/services primarily for markets outside our community; and
2. compliments existing businesses and/or increases the diversity of our community's economy; and
3. does not endanger existing businesses via direct competition; and
4. creates new jobs and capital investment as outlined in the "abatement schedule" below.

**SECTION I
TAX ABATEMENT GUIDELINES DEFINITIONS**

- a) **Abatement:** the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated for economic development purposes.
- b) **Agreement:** a contractual agreement between a property owner and/or lessee and Tyler County for the purposes of tax abatement.
- c) **Base Year Value:** the assessed value of eligible property January 1 preceding the execution of the agreement made after January 1 but before the execution of the agreement.
- d) **Economic Life:** the number of years a property improvement is expected to be in service in a facility.
- e) **Deferred Maintenance:** improvements necessary for continued operations which do not improve productivity or alter the process technology.
- f) **Expansion:** the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.
- g) **Facility:** property improvements completed or in the process of construction which together comprise an integral whole.
- h) **Manufacturing Facility:** buildings and structures, including fixed machinery and equipment, the primary purpose of which will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- i) **Modernization:** the replacement and upgrading of existing facilities which increases the production input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

- j) **New Facility:** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- k) **Other Basic Industry:** buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside the Tyler County area and result in the creation of new permanent jobs and brings new wealth.
- l) **Distribution Center Facility:** buildings and structures, including fixed machinery and equipment, used or to be used, primarily to receive, store, service and distribute goods or materials.
- m) **Entertainment Facility:** buildings and structures, including fixed machinery and equipment used, or to be used, to provide entertainment through the admission of the general public.
- n) **Service Facility:** buildings and structures, including fixed machinery and equipment, used or to be used to service goods.
- o) **Research Facility:** buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop the production processes thereto.
- p) **Total Facility:** all buildings and structures, including fixed machinery and equipment at the site(s) where the "abatement facility" is located.

**SECTION II
ABATEMENT TO PROMOTE ECONOMIC DEVELOPMENT**

- a) **AUTHORIZED FACILITY:** A facility may be eligible for abatement under this section if it is a manufacturing facility, production facility, research facility, distribution center facility, service facility, entertainment facility or other basic industry.
- b) **Creation of New Value:** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and listed in an abatement agreement between Tyler County and the property owner and/or lessee (if required), subject to such limitations as Tyler County may require.
- c) **New and Existing Facilities:** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- d) **Eligible Property:** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.
- e) **Ineligible Property:** The following types of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, furnishings and other forms of movable personal property, vehicles, vessels, aircraft, housing, hotel accommodations, deferred maintenance investments, property to be rented or leased except as provided in Section II(f), improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion, any improvement, including those to produce, store or distribute natural gas, fluids or gases which are not integral to the operation of the facility, property used by the State of Texas or its political subdivision of the State of Texas or its political subdivision of the State of Texas.
- f) **Leased Facilities:** If a leased facility is granted abatement, the agreement shall be executed with lessor and the lessee.
- g) **Value and Term of Abatement:** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the abatement agreement.

The length of an abatement agreement contract will be for a period not to exceed seven (7) years, including the construction period, but no more than the lesser of (1) six (6) years after successful

completion of the project or (2) one-half (1/2) of the project's useful life. The maximum amount of abatement may be determined as follows:

FOR YEARS 1 THRU 5

| New Percent of Value to be Abated | Capital Improvements Cost of the Project | No. New Fulltime Permanent Jobs Created |
|-----------------------------------|--|---|
| 0% | 0-1,000,000 | 0-25 |
| 25% | 1,000,000-2,500,000 | 26-50 |
| 50% | 2,500,001-5,000,000 | 51-75 |
| 100% | over 10,000,000 | over 100 |

FOR YEAR 6 - 75% of the value abated during the previous 5th year.

FOR YEAR 7 - 50% of the value abated during the previous 5th year.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit less the value of the old unit(s).

- h) Local Employment Requirement: A property owner asking for tax abatement under this policy shall agree, if available, to hire 25% of construction employees and 25% of permanent employees from Tyler County.
- i) Economic Qualifications: In order to be eligible to receive tax abatement, the planned improvement:
 1. must not be expected to solely or primarily have the effect of transferring employment from one part of Tyler County to another; and
 2. must be necessary because capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements; and
 3. must create a net increase of permanent jobs at the total facility of the applicant; and
 4. the property owner seeking tax abatement shall insure that its construction contractor and the operating manager of the facility granted tax abatement shall pay all affected employees a fair and equitable wage during the construction period of the abated project. In addition, the construction contractor and the operating manager of the facility agree to utilize area contractors and work force to the maximum extent feasible.
- j) Taxability: From the execution of the abatement to the end of the agreement period, taxes shall be payable as follows:
 1. the value of ineligible property as provided in Section II(e) shall be fully taxable; and
 2. the base year value of existing eligible property as determined each year shall be fully taxable; and
 3. the additional value of new eligible property shall be taxable in the manner described in Section II(g) or Section III(a)(b).

SECTION III
ABATEMENT TO FINANCE INFRASTRUCTURE

- a) Authorized Use: In addition to abatements granted under Section II, an entity may grant tax abatements on additional value of property improvements to encourage agreements to finance the construction of necessary infrastructure for the economic development of an area including, but not limited to, school facilities, streets, thoroughfares and utilities.

- b) **Value and Term of Abatement:** The amount and length of abatement contracts under this section shall be determined by the entity considering the value of the infrastructure to be constructed and effect on additional development potential.
- c) Prior to entering into a tax abatement agreement, a committee consisting of one representative from every taxing entity affected by the county, school district and city having taxing jurisdiction over the proposed improvement shall be convened to study the requested abatement; determine the effect of the proposed improvement on economic development, the impact of the requested abatement; the ability of the taxing entity to deliver services; and present a recommended abatement contract for the consideration of each entity.
- d) In order to enter into a tax abatement agreement, the entity must find that the terms of the proposed agreement meet these guidelines and criteria and that:
 - 1. there will be no substantial adverse effect on the provision of the entity's service or tax base; and
 - 2. the planned use of the property will not constitute a hazard to public safety, health or morals; and
 - 3. the tax abatement will not adversely effect the competitive position of existing companies in Tyler County; and
 - 4. where the applicant for abatement lies within the extraterritorial jurisdiction (ETJ) of a city within the county, the applicant will be encouraged to seek information of the reinvestment zone through the city.

SECTION V
APPLICATION

- a) Any present or potential owner of taxable property in Tyler County may request abatement by filing a written request with the entity.
- b) The application shall consist of a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements of the property; the number of permanent jobs to be created. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as Tyler County deems appropriate for reevaluating the financial capacity and other factors of the applicant.
- c) After receipt of an application for tax abatement, Tyler County, through its designated officer or employee, shall prepare a feasibility study setting out the impact of the proposed tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone.
- d) **Variance:** Requests for variance from the provisions of Subsections (a), (c) and (g) of Section II, and Section III, Subsections (a), (b) and (c) may be made in written form to the Commissioners' Court of Tyler County provided, however, the total duration of an abatement shall in no instance exceed seven (7) years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three fourths (3/4) vote of the governing body of Tyler County.

SECTION VI
AGREEMENT

- a) After approval, the Commissioners' Court shall formally pass a resolution and execute an agreement with the owner of the facility and/or lessee as required which shall include:
1. estimated value to be abated and the base year value; and
 2. percent of value to be abated each year as provided in Section II(g) and Section III (a)(b); and
 3. the commencement date and the termination date of abatement; and
 4. the proposed use of the facility, nature of construction, time schedule, map property description and improvement list as provided in Application, Section III(b); and
 5. contractual obligations in the event of default, violation of terms and/or conditions, delinquent taxes, recapture, administration and assignments as provided in Section II(a)(f)(g) and Sections VI, VII and VIII or other provisions that may be required for uniformity of state law and Section III(a)(b); and
 6. amount of investment and number of permanent jobs created.

Such agreement shall be executed within a reasonable time after applicant has forwarded all necessary information and documentation to Tyler County.

SECTION VII
RECAPTURE

- a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of twelve (12) consecutive months during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to Tyler County within sixty (60) days from the date of termination.
- b) In the event that the legally determined fair market value of the real property on January 1 of any tax year is less than the legally determined base year value of the real property, then the abatement of fair market value of the projects for such tax year shall be reduced during such tax year for each dollar that the fair market value of the real property is less than the base value; provided, however, that in no event shall the offset exceed the fair market value of the real property that would otherwise be abated. The assessed value of the real property shall be that value assigned by the Tyler County Appraisal District. Furthermore, if Tyler County loses tax revenue in any tax year during the term of the contract as a result of lowered assessed property valuation in Tyler County as determined by the Tyler County Appraisal District, the amount of tax dollars abated will be reduced during such tax year for each dollar of lost tax revenue, provided, however, that in no event shall the reduction exceed the amount of taxes that would otherwise be abated.
- c) Should Tyler County determine that the company or individual is in default according to the terms and conditions of its agreement, Tyler County shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within (60) days from the date of such notice (Cure Period), then the agreement may be terminated.
- d) In the event that the company or individual allows its ad valorem taxes owed to Tyler County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest or violates any of the terms and conditions of the abatement agreement and fails to cure during the "Cure Period";


1. the Chief Appraiser of the Tyler County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify Tyler County of the amount of the assessment; and
2. the agreement shall stipulate that a designated representative of Tyler County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards; and
3. upon completion of construction, Tyler County shall annually evaluate each facility receiving abatement to ensure compliance with the agreement.

SECTION IX
ASSIGNMENT

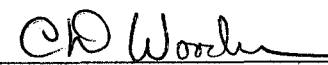
Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of Tyler County, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of tax abatement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee is indebted to Tyler County for ad valorem taxes or other obligations.

SECTION X
SUNSET PROVISION

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two (2) years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by Tyler County to determine whether the goals have been achieved. Based on that review, the guidelines and criteria will be modified, renewed or eliminated.



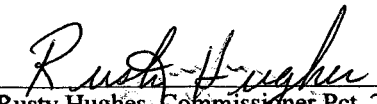
Jerome Owens, County Judge



C. D. Woodrome, Commissioner Pct. 1



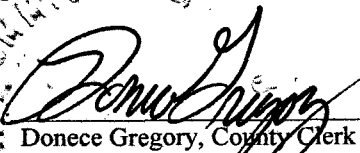
Joe Marshall, Commissioner Pct. 3



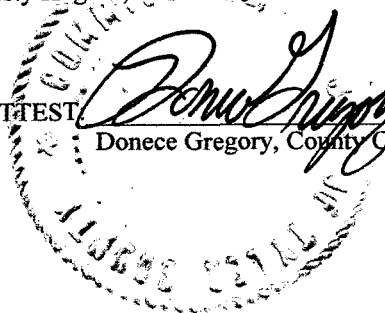
Rusty Hughes, Commissioner Pct. 2



Jack Walston, Commissioner Pct. 4

ATTEST 

Donece Gregory, County Clerk



A RESOLUTION ELECTING TO BECOME
ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT

WHEREAS, economic well being of its citizens is essential to the welfare of Tyler County, Texas; and

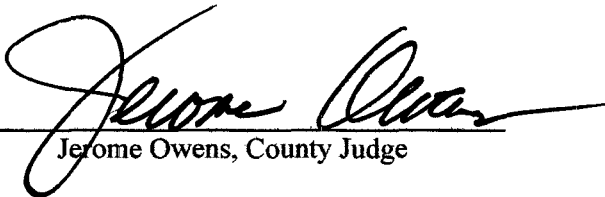
WHEREAS, current economic conditions in Southeast Texas require that action be taken by all sections of the economy, including local government, to create a desirable economic competitive advantage; and

WHEREAS, economic incentives are important competitive tools.

NOW, THEREFORE BE IT RESOLVED by the Commissioners' Court of Tyler County, Texas that Tyler County is in favor of a successful tax abatement program which will create new jobs, encourage new capital investment and establish a broadened tax base for the community and that Tyler County elects to become eligible to participate in tax abatement.

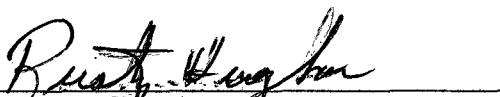
BE IT FURTHER RESOLVED by the Commissioners' Court of Tyler County, Texas that the tax abatement policy and guidelines of Tyler County in the form and as attached hereto, be and the same is hereby adopted by the Commissioners' Court of Tyler County, Texas.

Passed and adopted by the Commissioners' Court of Tyler County, Texas this 13th day of December, 2004.

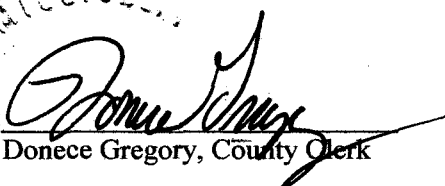

Jerome Owens, County Judge


C. D. Woodrome, Commissioner Pct. 1


Joe Marshall, Commissioner Pct. 3


Rusty Hughes, Commissioner Pct. 2


Jack Walston, Commissioner Pct. 4

ATTEST: 
Donece Gregory, County Clerk



STATE OF TEXAS

COUNTY OF TYLER

GRANT OF EASEMENT

The County of Tyler, a political subdivision of the State of Texas, ("Grantor") owner of property described as the Tyler County Courthouse and Grounds ("Property"), as more fully described in the attachment to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission, an agency of the State of Texas, ("Grantee") the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural structure important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses in perpetuity.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the historic architectural integrity of the Property, except for routine maintenance.

b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation for the Property as outlined in the Scope of Work statement attached as "Attachment B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.

b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.

b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Tyler County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance.

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. GRANTOR'S INSURANCE

a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.

b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

Grant of Easement

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity, unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of **any** amount of the grant award.

15. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Tyler, State of Texas, described as follows:

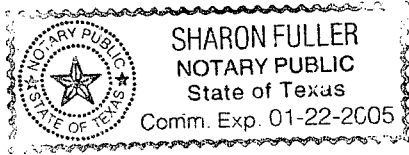
In witness, this GRANT is executed on the 17 day of December, in the year 2004.

Grantor: Tyler County
By: [Signature]
Jerome P. Owens, Jr.
Tyler County Judge

STATE OF TEXAS:
On this the 17 day of December, in the year _____, before me, a Notary Public in and for the State of Texas, Jerome P. Owens, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public



Grantee: Texas Historical Commission

By: _____
F. Lawrence Oaks
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared F. Lawrence Oaks, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2005WOODV

TxDOT CSJ No.: M520WOODV

Part I - Identification of the Project

TO: The County of Tyler, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Tyler, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code, Chapter 21.

The project is for **airport maintenance** at the Tyler County Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$30,000.00, which ever is less, per fiscal year and subject to availability of state appropriations.

The Sponsor may request the State to provide mowing services, services to be provided at the discretion of the State. However, mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of costs of any mowing services.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2005, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding .

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

Page 3 of 12

AVN4301.DOC (9/2005)

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport

maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Tyler, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 17th day of December, 2004.

Ronny Gregory
Witness Signature
County Clerk
Witness Title

County of Tyler, Texas
Sponsor
James Dean
Sponsor Signature
County Judge
Sponsor Title

Certificate of Attorney

I, JOE R. Smith, acting as attorney for Tyler County, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Woodville, Texas, this 20th day of December, 2004.

Ronny
Witness Signature
Criminal DA's VAC
Witness Title

Joe R. Smith
Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

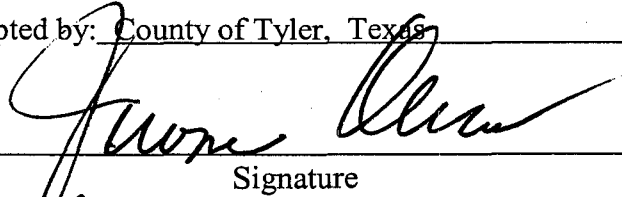
By: _____

Date: _____

**Attachment A
Scope of Services**

TxDOT CSJ No.:M520WOODV

| Eligible Scope Items: | Estimated Costs | State Share | Sponsor Share |
|-----------------------|-----------------|-------------|---------------|
| | Amount A | Amount B | Amount C |
| PAVEMENTS | \$0.00 | \$0.00 | \$0.00 |
| GENERAL MAINTENANCE | \$2,000.00 | \$1,000.00 | \$1,000.00 |
| PAVEMENT MARKINGS | \$0.00 | \$0.00 | \$0.00 |
| GRADING/DRAINAGE | \$0.00 | \$0.00 | \$0.00 |
| MISCELLANEOUS | \$6,000.00 | \$3,000.00 | \$3,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | \$8,000.00 | \$4,000.00 | \$4,000.00 |

Accepted by: County of Tyler, Texas


 Signature
 Title: COUNTY JUDGE
 Date: December 17, 2004

Notes: (explanations of any specifications or variances as needed for above scope items) _____

GENERAL MAINTENANCE – Sponsor to purchase light bulbs and contract for lighting and approach aid maintenance

MISCELLANEOUS – Sponsor to contract for installation of airport fencing and gates, landscaping entrance and terminal area

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M520WOODV

The County of Tyler does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Tyler, Texas

(Sponsor)

By: *Joan Owen*

Title: *Judge of TYLER COUNTY*

Date: *December 17, 2004*

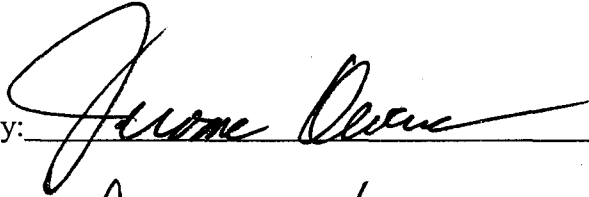
DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M520WOODV

The County of Tyler designates, JOE MARSHALL, County Commissioner
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

County of Tyler, Texas
(Sponsor)

By: 

Title: COUNTY JUDGE

Date: December, 17, 2004

DESIGNATED REPRESENTATIVE

Mailing Address: 100 W. Bluff, Rm A003
WOODVILLE, TX 75979

Overnight Mailing Address: _____

Telephone/Fax Number: 409-283-7623

Fax: 409-283-6307

Email address (if available): mdw75979@yahoo.com



September 10, 2004

Donece Gregory
County Clerk
Tyler County
Woodville, TX 75979

Dear Ms. Gregory,

SUB: PROPOSAL FOR CD PROJECT

Primary Objective

The primary objective of this project is to address the following issues:

1. Increase speed, Productivity and efficiency
2. Disaster planning and safety of the Platt maps
3. Do away (reduce) with selling copies of paper maps
4. Free up office space

Total images to scan:

200 to 300 maps on aperture cards.

Project Time Line And Start Date

45 days from start date of project. Project will be started when we have a purchase order with all the maps on aperture cards with us.

Pricing:

\$4,531 for scanning the aperture cards, converting the maps to PDF format, indexing the maps as per Platt, Subdivision, Survey and Abstract number and making them searchable with a search program.

Payment:

Payment is due upon delivery of the CD with the invoice.
Invoices are payable on receipt.

Imaging & Delivery:

- Images will be scanned in tiff group 4 format, and Indexed by Platt, Subdivision, survey and Abstract number.
- Resolution used in imaging will be 200dpi.
- The images will be converted into PDF files, named and referenced to the MS XL sheet provided.

Features of "THE CD PROJECT".

- All the maps and the associated index fields are on one CD.
- The program on the CD comes with search features to search the indexes of the maps.
- New maps can be added to this database at any time.
- The existing index data can be corrected if required.
- All the maps are converted into PDF files so that they can be opened by Adobe acrobat reader.
- After searching the maps by their index – the maps can be viewed on the computer screen or printed on any size printer attached to the computer.

Scope Of Delivery

We shall deliver a CD to you with all the maps scanned and converted to PDF images on them. The images will be indexed by the four fields mentioned above. When the CD is inserted into the CD-Rom drive on the computer the program boots up to show a selection screen for the indexes to be searched. Upon inputting the index to be searched the search results are displayed on the computer. This map can then be viewed or printed.

Why Imercion:

We are a CMBL (Centralized master bidding list) and a CISV vendor. (Catalogue information systems vendor). This is an approval to offer our services to any of the state government offices in the state of Texas.

We enclose our brochure and a list of our customer references and a few screen shots of how the program will look when it is complete.

If you have any question please contact us.

Regards,



Anil Adoni
CEO

TYLER PDF SEARCH APPLICATION SCREENS

Form-1

Tyler Plat Search Application

Tyler Data Entry Tyler Search

TYLER
Date: 10/Sep/2004

Search Plat Name:

Plat Name:

Plat File ID: Sub Division:

Jacket ID: Volume:

Abstract: Page:

PDF File Name:

Form-2

Tyler Plat Search Application

Tyler Data Entry Tyler Search

Search Options

Plat Name
 Plat-ID
 Jacket-ID
 Volume
 Page

Plat Name:

Search Result

| Plat Name | Plat File ID | Jacket ID | Volume | Page | Abstract | Sub Division | Pdf_FileName |
|---|--------------|-----------|--------|------|----------|----------------|----------------|
| ▶ Dam B Estates | 86 | 86 | | | | | Tyler_0241.pdf |
| Dearwood Subd., Sect. 1 & 2 (Dedication) | 88 | | 214 | 493 | | | Tyler_0245.pdf |
| Deaton, Will Subdivision (Resurvey of J.F.) | 43 | 43 | | | | JAMES PERKINS | Tyler_0094.pdf |
| Deed Of Trust | | | 36 | 266 | | | Tyler_0290.pdf |
| Division A & B | | | 11 | 608 | | | Tyler_0286.pdf |
| Dogwood Hills Estates Subdivision | 169 | 59 | 294 | 256 | 730,730 | | Tyler_0130.pdf |
| Dogwood Trails, Sec. 1, Tracts 1-22 (Res) | | | 374 | 576 | | | Tyler_0263.pdf |
| Doucette North | 204 | 21 | | | 20,20 | DOUCETTE NORTH | Tyler_0039.pdf |

List of References:

1. **Port Arthur Abstract and Title Company:**

Scanning from Microfilm.
Separating the individual tiff images into multipage tiff files as per the client requirement.
Naming each individual file as per the client requirement.
Converting the file into a PDF document.

Contact: Ken Whitlow – President.
Phone: 409 727 8871
Project status: Current
Total images handled: More than 1,500,000

2. **Sabine Title:**

Scanning from Aperture Cards.
Cutting each page out of one big image that has 8 pages.
Organizing the images into multipage tiff files as per the client requirement.
Naming the file as per the client requirement.
Compressing each individual file as per the client's compression ratio and format.

Contact: Phillip LaBlanc – Document Manager
Phone: 409 883 8495 Ext. 16
Project status: Current
Total images handled: More than 1,000,000

3. **South East Texas Title:**

Scanning from Microfilm.
Separating the individual tiff images into multipage tiff files as per the client requirement.
Naming each individual file as per the client requirement.
Data entry of 13 fields from each tiff file into a database.

Contact: Juliana Savell – Project Manager
Phone: 409 727 8871
Project Status: Current
Total Images handled: More than 500,000

4. **Hooks Title and Abstract Company:**

Scanning from Microfilm.
Separating the individual tiff images into multipage tiff files as per the client requirement.
Naming each individual file as per the client requirement.
Data entry of 13 fields from each tiff file into a database.

Contact: Jimmy McKim – President
Phone: 409-246-3447
Project Status: Current
Total Images handled: More than 500,000

5. **Dresser Industries (division of Halliburton):**

Converting drawings/prints to AutoCad format.

Contact: Francis Devotta – Vice President
Phone: 281 966 4788: Project Status: Completed

6. **Flow Products:**

Scaled drawing project to convert all pump/motor and frame configurations to auto generate on the web in three formats i.e. DWG, DWF and GIF based on configurator input.

Contact: Rich Gussert – VP, Engineering: Phone: 281 934 6270: Project Status: Completed.
Project duration was 3 years.

East Texas Health Access Network Community Service Report

Reporting Period: January 1 – November 30, 2004

| Estimated health care and related cost savings for Tyler County Residents benefiting from Network assistance and services. | | | Tyler County \$124,629.23 |
|--|-------------------------|--|------------------------------|
| Services Provided | Number of People Served | Cost Per | Resulting Cost Savings |
| HELP Health Equipment Loaner Program; includes hospital beds, wheelchairs, walkers, shower chairs, etc. which are loaned to individuals at no cost. | 3 | Cumulative Total | \$75.00 |
| Health Related Supplies; includes diabetic test strips, diabetic testing equipment and supplies, adult diapers, nutritional supplements, etc. provided to individuals at no cost. | 32 | Cumulative Total | \$2,526.79 |
| Primary Health Care Referrals – Uninsured individuals are provided referral for enrollment in existing programs providing primary care services at no cost or reduce cost. | 2 | Annual National Average per Individual for Non-Diabetic Health Care Spending \$2,560.00 | \$5,120.00 |
| Prescription Assistance – RxMedConnection provides assistance obtaining free medication through pharmaceutical manufacturer's patient assistance programs. \$15 per month processing fee charged. | 52 | Average Wholesale Price Average Retail Cost \$135,753.89 | \$100,558.44 |

East Texas Health Access Network Community Service Report

Reporting Period: January 1 – November 30, 2004

| Services Provided | Number of People Served | Cost Per | Resulting Cost Savings |
|--|-------------------------|--|------------------------|
| Health Screenings – Provides cholesterol, blood sugar, blood pressure and oxygen saturation screenings at no charge to individuals to identify persons at risk for chronic disease. | 24 | Average cost \$5.00 per person for test strips and supplies not including labor. | \$120.00 |
| Diabetes Education Classes - provided to individuals with diabetes | 26 | 237 hours @ \$65 per hour | \$15,405.00 |
| God's Fan Club – provides medically necessary cooling equipment to the elderly and disabled at no cost to them with a prescription from their physician. | 1 | Cumulative Total | \$109.00 |
| Car Safety Seat Program – In partnership with TDH, safety classes and free car safety seats are provided to families who need them at no charge. | 11 | 11 car seats @ \$65 each | \$715.00 |
| Total Dollar Value of Services Provided to 151 Residents of Tyler County | | | \$124,629.23 |
| County Investment | | | \$1,500.00 |
| Return Per Dollar Invested | | | \$82.09 |

ETHAN Offices

ETHAN's main office, located in the City of Jasper, is open Monday through Friday, 8:00 a.m. to 5:00 p.m. The address is:

Jasper County

117 W. Houston Street
Jasper, Texas 75951

Main Telephone Number: 409-384-2099

Fax Number: 409-384-2211

ETHAN satellite offices are now open one day per week from 9:00 a.m. until 4:00 p.m. as listed below:

Sabine County

Monday

Sabine County Hospital, Room 196
Highway 83, Hemphill, Texas

Tyler County

Tuesday

Tyler County Hospital, Room 106
1100 W. Bluff St., Woodville, Texas

Newton County

Wednesday

Consolidated Healthcare Services, Inc.
Courthouse Square, Newton, Texas
(Next door to the Law Offices of Ed Tracy)

San Augustine County

Thursday

San Augustine Learning Center, Room 31
806 N. Clark St., San Augustine, Texas

These offices will serve as a clearinghouse for local resources and improve care navigation for county residents. All services available through the Network's main office in Jasper will be accessible through the satellite offices. Telephone calls to these offices route through the Network's main number (409) 384-2099.

Communities that Care Award

In August 2003, the Network was 1 of 6 recipients in the State of Texas to receive the "Communities that Care" Award from the Texas Rural Health Association. This award recognizes community organizations that have gone that extra mile for its citizens by implementing a health care project that has made a difference for both the people and the community it serves.

Network Meetings

The ETHAN Network meets monthly on the first Thursday of each month at 10:00 a.m. Everyone is welcome and encouraged to participate in these meetings. Guest speakers provide information about resources available within the Network's service area. Meetings are held in even months at Dickerson Memorial Hospital and in odd months at CHRISTUS Jasper Memorial Hospital in Jasper.

Together We Can Achieve The Extraordinary

ETHAN is a 501(c)3 tax exempt organization funded through grants, community support and private donations.

East Texas Health Access Network



*Serving Jasper,
Newton, Sabine, Tyler
and San Augustine
Counties*

Who We Are -

The East Texas Health Access Network (ETHAN) is a non-profit, multi-county collaborative governed by a Board of Directors. Formed in 1999, in Tyler County as a single county initiative, ETHAN's service area was expanded in 2001 to include Jasper, Newton, Sabine and San Augustine counties.

Through the efforts of Network members, which include more than 60 consumers, area hospitals, community clinics, public health departments, social service agencies, educators, city and county officials, faith-based organizations and other safety net providers serving Jasper, Newton, Sabine, San Augustine and Tyler counties, the Network has experienced considerable success in responding holistically to the needs of area residents.

ETHAN supports its members and the residents of the counties it serves through its many programs and activities.

Membership in ETHAN is open to all who support its mission.

Mission Statement

"The mission of the East Texas Health Access Network is to promote awareness of and increase access to quality of life services through collaboration and the creation of an integrated service approach."

Programs & Accomplishments

In-Services: Since March 2001, the Network has hosted monthly in-services for consumers, providers, agency personnel and Network members aimed at identifying resources and increasing access to care.

Information and Referral: Since 2001, approximately 1,500 referrals have been made, resulting in medical and dental care, access to prescription medications, transportation, home repairs, and other services being received by more than 964 individuals.

Medical Equipment Loaner Program: Established in 2001 with a generous donation from The Jesse Tree of Galveston, this program provides uninsured and underinsured individuals with medical equipment and supplies at no cost to the individual or family. Program inventory includes hospital beds, walkers, wheelchairs, adult diapers, diabetic testing equipment and other items. To date 35 individuals have been provided with medical equipment or supplies.

Community Health Education and Screening Program: Since 2002, through the collaborative efforts of Network members, health education materials and free hypertension, diabetes and cholesterol screenings have been made available to approximately 4,500 individuals.

God's Fan Club: Established in 2002, in partnership with other community agencies, God's Fan Club provides cooling equipment to the elderly, homebound or the physically disabled that live without the means to cool their residences. To date 5 window air conditioning units and 10 box fans have been placed in the homes of county residents.

Child Safety Seat Program: Since 2003, through a partnership with the Texas Department of Health, Safe Rider Program, the Network has provided child safety seat classes and distributed approximately 80 free child safety seats to needy families in the Network's service area.

RxMedConnection, Medication Assistance Program: Established in 2004 has obtained free prescription medications for qualified individuals in the Network's service area having an approximate wholesale value of \$250,000

For a low monthly processing fee of \$15.00 per patient, RxMedConnection helps to link those with fixed incomes, low income, no health insurance or prescription drug coverage to pharmaceutical company's patient assistance programs. Over 2,500 medicines are available. The processing time to begin receiving medications is 6 – 8 weeks.

Notice: RxMedConnection's monthly fee **does not include the processing fee that may be charged by local pharmacies for labeling these prescription medications.**