

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
April 13, 2006 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 13<sup>th</sup> day of April, 2006 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
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
WANDA JOHNSTON	CHIEF DEPUTY 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
JESSIE WOLF	SHERIFF
TERRIE ALLEN	JUVENILE PROBATION OFFICER

Minute were not available to be approved.

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

**Commissioner Hughes** motioned to adopt the county road map as provided by Allison and Bass & Associates; and, pursuant to Chapter 258 of the Texas Transportation Code. **Commissioner Nash** seconded this motion. All voted yes and none no. SEE ATTACHED

**Commissioner Walston** motioned to approve the economic development project as presented by David Waxman. **Commissioner Nash** seconded the motion. All votes yes and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** to accept the bid from Phillpott Ford for two patrol units, a car and a truck, for the Sheriff's Department; and, to advertise for bids for a used vehicle for a transport unit. **Commissioner Marshall** seconded this motion. All voted yes and none no. SEE ATTACHED.

**Commissioner Nash** motioned to authorize advertisement for bids for a **patrol unit** to be paid for by the **Ivanhoe Property Owners Association**. The bids will be opened May 8<sup>th</sup> at 10:00a.m. **Commissioner Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

The County Auditor opened bids for the **road materials**, culverts, fuel and cracked fuel oil.

**Commissioner Marshall** motioned to approve bids as follows:

Jack Alexander- blue rock for north ½ of county, Apec for South ½ of county

Jasper Asphalt – hot/cold mix & sand.

Bryant & Bryant – Cracked fuel oil

Gardner Oil- motor fuel

The motion also included that bids for culverts will be rejected and re-bid to be opened on May 8, 2006 at 10:00 a.m. The motion was seconded by **Commissioner Hughes**. All voted yes and none no. **Commissioner Nash** motioned to accept the bid from W.O. Jordan for iron ore gravel. **Commissioner Hughes** seconded this motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** to approve the **bond** for Chuck Marshall as Treasurer off the **Emergency Services District #2**. **Commissioner Marshall** seconded this motion. All voted yes and none no. SEE ATTACHED OFFICIAL BOND

Commissioners Court  
April 13, 2006

**Commissioner Marshall** motioned to appoint Roger McGee and Betty Crozier as Commissioner to the **Emergency Services District #5** for a two year term. The terms will expire January 1, 2008. **Commissioner Walston** seconded the motion. All voted yes and none no.

A motion was made by **Commissioner Marshall** to approve the 2006 budget for **Emergency Services District #5**. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED

**Commissioner Nash** motioned to accept the resignation of Thomas Gibson, secretary to the **Emergency Services District #4**. **Commissioner Walston** seconded the motion. All voted yes and none no.

**Commissioner Nash** motioned to appoint Mark Hatch to fulfill the unexpired term of Thomas Gibson, secretary to the **Emergency Services District #4**. **Commissioner Hughes** seconded the motion. All voted yes and none no.

**Commissioner Walston** motioned to adopt resolution supporting **County Government Week**. Students will visit the courthouse and officials will make visits to the schools. **Commissioner Marshall** seconded the motion. All votes yes and none no. SEE ATTACHED

Item#15- advertisement for bids for a front end loader, Pct. #3 was skipped

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Walston** to authorize advertisement for bids for a **backhoe for Precinct #3**. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

A motion was made by **Commissioner Nash** to approve the **Home Program Owner Occupied Assistance Contract** between Tyler County and the **Texas Department of Housing and Community Affairs**. This grant will be \$300,000. **Commissioner Hughes** seconded this motion. All voted yes and none no. SEE ATTACHED.

**Commissioner Hughes** motioned to approve a **rock pit agreement** with Barney Tarver. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** and seconded by **Commissioner Nash** to adopt a proclamation for **National Crime Victims Rights**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Walston** to adopt a proclamation for **Sexual Assault Awareness and Prevention Month**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Walston** to proclaim May as **Elder Abuse Prevention Month**, as requested by Lisa Whisenant. All voted yes and none no. SEE ATTACHED

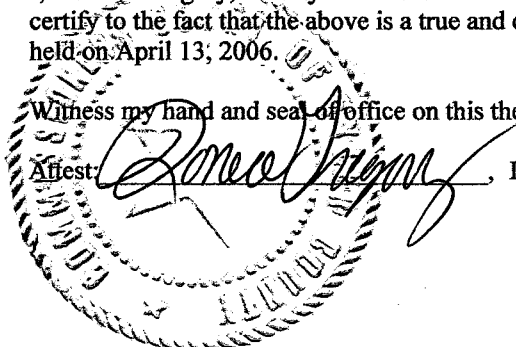
**Commissioner Walston** motioned the meeting adjourned....9:30 a.m.

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 April 13, 2006.

Witness my hand and seal of office on this the 8th day of May, 2006.

Affest



Donece Gregory, County Clerk

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AFLAC INSURANCE	2006 010-202-100	SALARIES PAYABLE	AFLAC INS	04/13/2006	078327	212.95
DOCHES COMMUNITY CREDIT UN	2006 010-202-100	SALARIES PAYABLE	CREDIT UNION	04/13/2006	078328	1,876.20
FICA	2006 010-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	4,816.61
FICA	2006 010-402-002	SOCIAL SECURITY	FICA	04/13/2006	078329	337.66
FICA	2006 010-405-002	SOCIAL SECURITY	FICA	04/13/2006	078329	44.55
FICA	2006 010-407-002	SOCIAL SECURITY	FICA	04/13/2006	078329	231.88
FICA	2006 010-409-002	SOCIAL SECURITY	FICA	04/13/2006	078329	52.36
FICA	2006 010-410-002	SOCIAL SECURITY	FICA	04/13/2006	078329	32.12
FICA	2006 010-411-002	SOCIAL SECURITY	FICA	04/13/2006	078329	149.08
FICA	2006 010-412-002	SOCIAL SECURITY	FICA	04/13/2006	078329	39.77
FICA	2006 010-413-002	SOCIAL SECURITY	FICA	04/13/2006	078329	40.39
FICA	2006 010-414-002	SOCIAL SECURITY	FICA	04/13/2006	078329	39.77
FICA	2006 010-419-002	SOCIAL SECURITY	FICA	04/13/2006	078329	395.15
FICA	2006 010-420-002	SOCIAL SECURITY	FICA	04/13/2006	078329	321.33
FICA	2006 010-421-002	SOCIAL SECURITY	FICA	04/13/2006	078329	185.08
FICA	2006 010-422-002	SOCIAL SECURITY	FICA	04/13/2006	078329	185.44
FICA	2006 010-423-002	SOCIAL SECURITY	FICA	04/13/2006	078329	136.08
FICA	2006 010-424-002	SOCIAL SECURITY	FICA	04/13/2006	078329	20.21
FICA	2006 010-425-002	SOCIAL SECURITY	FICA	04/13/2006	078329	19.90
FICA	2006 010-426-002	SOCIAL SECURITY	FICA	04/13/2006	078329	1,621.39
FICA	2006 010-427-002	SOCIAL SECURITY	FICA	04/13/2006	078329	648.34
FICA	2006 010-428-002	SOCIAL SECURITY	FICA	04/13/2006	078329	20.53
FICA	2006 010-429-002	SOCIAL SECURITY	FICA	04/13/2006	078329	21.45
FICA	2006 010-430-002	SOCIAL SECURITY	FICA	04/13/2006	078329	51.06
FICA	2006 010-438-002	SOCIAL SECURITY	FICA	04/13/2006	078329	103.96
FICA	2006 010-439-002	SOCIAL SECURITY	FICA	04/13/2006	078329	73.63
FICA	2006 010-442-002	SOCIAL SECURITY	FICA	04/13/2006	078329	45.48
FIT	2006 010-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	5,819.42
GALLASPY, CATINA KAY	2006 010-202-100	SALARIES PAYABLE	LOEHEL CHILD SUPPORT #963804/13/2006	078331	94.00	
JAMES, KATHRYN JANAY	2006 010-202-100	SALARIES PAYABLE	CHILD SUPPORT/JAMES CASE#1904/13/2006	078333	200.00	
MEDICARE - ELECTRONIC TRAN	2006 010-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	1,126.53
MEDICARE - ELECTRONIC TRAN	2006 010-402-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	78.95
MEDICARE - ELECTRONIC TRAN	2006 010-405-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	10.42
MEDICARE - ELECTRONIC TRAN	2006 010-407-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	54.24
MEDICARE - ELECTRONIC TRAN	2006 010-409-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	12.24
MEDICARE - ELECTRONIC TRAN	2006 010-410-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	7.51
MEDICARE - ELECTRONIC TRAN	2006 010-411-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	34.87
MEDICARE - ELECTRONIC TRAN	2006 010-412-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	9.30
MEDICARE - ELECTRONIC TRAN	2006 010-413-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	9.45
MEDICARE - ELECTRONIC TRAN	2006 010-414-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	9.30
MEDICARE - ELECTRONIC TRAN	2006 010-419-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	92.42
MEDICARE - ELECTRONIC TRAN	2006 010-420-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	75.16
MEDICARE - ELECTRONIC TRAN	2006 010-421-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	43.29
MEDICARE - ELECTRONIC TRAN	2006 010-422-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	43.38
MEDICARE - ELECTRONIC TRAN	2006 010-423-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	31.83
MEDICARE - ELECTRONIC TRAN	2006 010-424-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	4.73
MEDICARE - ELECTRONIC TRAN	2006 010-425-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	4.65
MEDICARE - ELECTRONIC TRAN	2006 010-426-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	379.22
MEDICARE - ELECTRONIC TRAN	2006 010-427-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	151.64
MEDICARE - ELECTRONIC TRAN	2006 010-428-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	4.80
MEDICARE - ELECTRONIC TRAN	2006 010-429-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	5.02
MEDICARE - ELECTRONIC TRAN	2006 010-430-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	11.94
MEDICARE - ELECTRONIC TRAN	2006 010-438-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	24.32
MEDICARE - ELECTRONIC TRAN	2006 010-439-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	17.22
MEDICARE - ELECTRONIC TRAN	2006 010-442-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	10.63

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
NATIONWIDE RETIREMENT SOLU	2006 010-202-100	SALARIES PAYABLE	NACD	04/13/2006	078335	839.00
NET SALARIES	2006 010-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	56,157.86
POLICE & FIREMAN'S INSURAN	2006 010-202-100	SALARIES PAYABLE	POLICE INSURANCE	04/13/2006	078337	466.19
STANDARD INSURANCE COMPANY	2006 010-202-100	SALARIES PAYABLE	STANDARD CO. VOLUNTARY	04/13/2006	078338	49.99
STURROCK, TERESA LANELL	2006 010-202-100	SALARIES PAYABLE	STURROCK,TERESA CASE #1899504/13/2006	04/13/2006	078339	312.58
TEXAS COUNTY & DISTRICT RE	2006 010-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	5,114.20
TEXAS COUNTY & DISTRICT RE	2006 010-402-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	372.24
TEXAS COUNTY & DISTRICT RE	2006 010-407-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	295.46
TEXAS COUNTY & DISTRICT RE	2006 010-409-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	66.71
TEXAS COUNTY & DISTRICT RE	2006 010-410-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	40.92
TEXAS COUNTY & DISTRICT RE	2006 010-411-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	174.79
TEXAS COUNTY & DISTRICT RE	2006 010-412-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	50.68
TEXAS COUNTY & DISTRICT RE	2006 010-413-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	51.47
TEXAS COUNTY & DISTRICT RE	2006 010-414-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	50.68
TEXAS COUNTY & DISTRICT RE	2006 010-419-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	506.37
TEXAS COUNTY & DISTRICT RE	2006 010-420-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	414.27
TEXAS COUNTY & DISTRICT RE	2006 010-421-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	232.03
TEXAS COUNTY & DISTRICT RE	2006 010-422-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	236.29
TEXAS COUNTY & DISTRICT RE	2006 010-423-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	175.19
TEXAS COUNTY & DISTRICT RE	2006 010-424-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	25.75
TEXAS COUNTY & DISTRICT RE	2006 010-425-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	25.36
TEXAS COUNTY & DISTRICT RE	2006 010-426-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	1,990.20
TEXAS COUNTY & DISTRICT RE	2006 010-427-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	744.60
TEXAS COUNTY & DISTRICT RE	2006 010-428-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	27.33
TEXAS COUNTY & DISTRICT RE	2006 010-429-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	27.33
TEXAS COUNTY & DISTRICT RE	2006 010-430-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	65.06
TEXAS COUNTY & DISTRICT RE	2006 010-438-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	135.01
TEXAS COUNTY & DISTRICT RE	2006 010-439-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	63.87
TYLER COUNTY	2006 010-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	04/13/2006	078342	1,159.13
ENTERGY	2006 010-442-034	UTILITIES-NUTRITION CENTER	TCAC #451094	04/13/2006	078343	865.14
ALLAN SHIVERS LIBRARY	2006 010-401-027	ALLEN SHIVERS LIBRARY	2ND QTR ALLOTMENT	04/13/2006	078348	18,500.00
BONITA LAUNDRY AND CLEANER	2006 010-427-041	UNIFORMS	TCSO - CLEANING UNIFORM	04/13/2006	078353	51.50
BONITA LAUNDRY AND CLEANER	2006 010-426-041	UNIFORMS	TCSO - CLEANING UNIFORM	04/13/2006	078353	170.15
BROOKSHIRE BROS.	2006 010-427-036	PRISONER MEALS	TCSO - PRISON MEALS	04/13/2006	078354	86.07
CANDY CLEANERS	2006 010-426-041	UNIFORMS	TCSO - CLEANING UNIFORM	04/13/2006	078357	126.00
CANDY CLEANERS	2006 010-427-041	UNIFORMS	TCSO - CLEANING UNIFORM	04/13/2006	078357	26.25
CANON U.S.A., INC.	2006 010-440-018	EQUIPMENT LEASE	TCA - 714 A5, NP1020	04/13/2006	078358	42.75
CAPITAL GRAPHICS, INC.	2006 010-401-050	ELECTION EXPENSE	TCC #229-0001	04/13/2006	078359	43.80
CERTIFIED LABORATORIES	2006 010-427-010	JAIL SUPPLIES	TCSO - JAIL SUPPLIES	04/13/2006	078360	874.81
CHIEF SUPPLY	2006 010-426-037	CAMERAS, FILM	TCSO - SUPPLIES	04/13/2006	078361	265.94
CHILD ABUSE & FORENSIC SER	2006 010-419-016	DNA LAB FEES	BEVELHYMER, GLORIA	04/13/2006	078362	670.00
CMA CABLEVISION	2006 010-427-010	JAIL SUPPLIES	TCSO - APRIL 2006	04/13/2006	078365	92.76
CODE BLUE POLICE SUPPLY	2006 010-427-041	UNIFORMS	TCSO - NAME BAR	04/13/2006	078366	14.95
CUBLEY, TOMMY JR.	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCB REPAIRS	04/13/2006	078368	74.12
DEEP EAST TEXAS COUNCIL OF	2006 010-401-021	DETCOG TRAVEL	1ST QTR, 2006	04/13/2006	078369	6.00
DEPARTMENT OF STATE HEALTH	2006 010-402-009	TELEPHONE	TCCC - BIRTH ACCESS	04/13/2006	078370	186.66
DEPARTMENT OF STATE HEALTH	2006 010-402-009	TELEPHONE	TCCC - BIRTH ACCESS	04/13/2006	078370	38.43
DEPARTMENT OF STATE HEALTH	2006 010-402-009	TELEPHONE	TCC - BIRTH ACCESS	04/13/2006	078370	122.61
DOOLEY TACKABERRY, INC.	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCB - FIRE EXTINGUIS	04/13/2006	078371	65.80
DP SOLUTIONS, INC.	2006 010-453-044	OFFICE EQUIPMENT	PCT 1 & 2 - NEW COMPUTER	04/13/2006	078372	1,009.00
DP SOLUTIONS, INC.	2006 010-440-022	PROFESSIONAL SERVICES	TCC - VAULT PC	04/13/2006	078372	148.75
DP SOLUTIONS, INC.	2006 010-440-022	PROFESSIONAL SERVICES	TCT - SET UP COMPUTER	04/13/2006	078372	452.15
DP SOLUTIONS, INC.	2006 010-401-099	CONTINGENCY FOR MISCELLANE	TCSO - NEW COMPUTERS	04/13/2006	078372	1,162.72
DP SOLUTIONS, INC.	2006 010-440-012	EQUIPMENT REPAIRS	TCEO - REPAIR PRINTER	04/13/2006	078372	308.95
DP SOLUTIONS, INC.	2006 010-401-099	CONTINGENCY FOR MISCELLANE	TCSO - FLAT PANEL MONITO	04/13/2006	078372	450.00

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
DRUMMOND AMERICAN CORP	2006 010-426-008	DEPUTIES SUPPLIES	TCSO - SUPPLIES	04/13/2006	078373	304.50
EAST TEXAS SUPPORT SERVICE	2006 010-401-031	TYLER COUNTY AGING CENTER	2ND QTR FUNDS 2006	04/13/2006	078374	3,750.00
ENTERGY	2006 010-442-035	UTILITIES-COURTHOUSE	TCC #521552	04/13/2006	078377	1,893.95
ENTERGY	2006 010-442-038	UTILITIES-JUSTICE CENTER	TCJC #521577	04/13/2006	078377	3,907.56
ENTERGY	2006 010-442-035	UTILITIES-COURTHOUSE	TCCO #2788369	04/13/2006	078377	248.29
ENTERGY	2006 010-442-033	UTILITIES-TAX OFFICE	TCIX #619032	04/13/2006	078377	532.64
ENTERGY	2006 010-442-038	UTILITIES-JUSTICE CENTER	TCSO #521353	04/13/2006	078377	61.18
EXCEL CAR WASH, INC.	2006 010-426-029	GAS, OIL, GREASE	TCSO - VEH SERVICE	04/13/2006	078380	53.40
FEDERAL EXPRESS CORP	2006 010-421-007	OFFICE SUPPLIES	TCJ 221230612	04/13/2006	078381	19.28
GARDNER OIL, INC.	2006 010-426-029	GAS, OIL, GREASE	TCSO - FUEL	04/13/2006	078382	5,478.39
GRAHAM, G W PHD	2006 010-426-042	EMPLOYEE PHYSICALS	TCSO - HOLLIER, AMBER	04/13/2006	078383	100.00
GREAT NORTH AMERICAN CO.,	2006 010-402-007	OFFICE SUPPLIES	TCC SUPPLIES	04/13/2006	078385	497.99
GREAT NORTH AMERICAN CO.,	2006 010-402-007	OFFICE SUPPLIES	TCC SUPPLIES	04/13/2006	078385	343.06
HARRIS, KATHRYN L	2006 010-442-010	REPAIRS TO COURTHOUSE	REIMB KEYS	04/13/2006	078388	7.35
HENSARLINGS TIRE CENTER	2006 010-426-030	TIRES, TUBES	TCSO - TIRES	04/13/2006	078390	429.80
HENSARLINGS TIRE CENTER	2006 010-426-029	GAS, OIL, GREASE	TCSO - OIL	04/13/2006	078390	26.95
HENSARLINGS TIRE CENTER	2006 010-426-028	REPAIRS TO VEHICLES	TCSO - REPAIRS	04/13/2006	078390	204.85
IMAGISTICS INTERNATIONAL I	2006 010-440-015	SERVICE CONTRACTS	TCEO - COPIER MAINT	04/13/2006	078393	888.45
INNOVATIVE LEASING	2006 010-440-015	SERVICE CONTRACTS	TCTO #0010034127001	04/13/2006	078394	219.43
INTAB, INC.	2006 010-401-050	ELECTION EXPENSE	TCC #16389	04/13/2006	078395	35.14
JARROTT'S PHARMACY	2006 010-427-043	PRISONER MEDICAL	TCSO - PRISON MEDS	04/13/2006	078398	332.02
JARROTT'S PHARMACY	2006 010-436-049	AID TO INDIGENTS	INDIGENT ASSISTANCE	04/13/2006	078398	389.34
JERRYS SAW SHOP	2006 010-442-013	REPAIRS AT JUSTICE CENTER	TCSO - EQUIP REPAIRS	04/13/2006	078400	497.27
LAKES AREAS SEPTIC & SLUDGE	2006 010-401-099	CONTINGENCY FOR MISCELLANE	TCC - 12 RENTALS	04/13/2006	078401	1,200.00
LARRY TREST AUTO BROKERS,	2006 010-426-028	REPAIRS TO VEHICLES	TCSO - EQUIP REPAIRS	04/13/2006	078402	462.37
LARRY TREST AUTO BROKERS,	2006 010-426-028	REPAIRS TO VEHICLES	TCSO - EQUIP REPAIRS	04/13/2006	078402	101.00
LEXIS-NEXIS	2006 010-421-009	TELEPHONE	TCJ - 112KN7	04/13/2006	078403	32.00
LUSK, LAVERNE	2006 010-415-044	COMMITMENTS	MANNING, ROBERT	04/13/2006	078404	367.00
LUSK, LAVERNE	2006 010-415-044	COMMITMENTS	KEYS, CASSANDRA	04/13/2006	078404	467.00
LUSK, LAVERNE	2006 010-415-044	COMMITMENTS	SNIDER, ASHLEY	04/13/2006	078404	367.00
MAGNOLIA APPLIANCE	2006 010-442-013	REPAIRS AT JUSTICE CENTER	TCSO - EQUIP REPAIR	04/13/2006	078405	197.00
MODICA BROTHERS	2006 010-426-029	GAS, OIL, GREASE	TCSO - SERVICE/REPAIRS	04/13/2006	078409	148.95
MODICA BROTHERS	2006 010-426-028	REPAIRS TO VEHICLES	TCSO - SERVICE/REPAIRS	04/13/2006	078409	388.05
MODICA BROTHERS	2006 010-426-030	TIRES, TUBES	TCSO - SERVICE/REPAIRS	04/13/2006	078409	302.32
MODICA BROTHERS	2006 010-442-010	REPAIRS TO COURTHOUSE	TCC MOWER REPAIR	04/13/2006	078409	5.00
MODICA BROTHERS	2006 010-442-010	REPAIRS TO COURTHOUSE	TCC REPAIR FLAT	04/13/2006	078409	15.00
MUSIC MOUNTAIN WATER CO	2006 010-422-007	OFFICE SUPPLIES	TCA - 79996800	04/13/2006	078411	6.99
NELL MCCALLUM AND ASSOCIAT	2006 010-415-024	COURT REPORTER	TCC PROBATE HEARINGS	04/13/2006	078414	170.00
NET DATA CORP.	2006 010-440-020	SUPPORT SERVICES	TCC RVI IMAGING	04/13/2006	078415	225.00
OTIS ELEVATOR COMPANY	2006 010-442-012	ELEVATOR REPAIRS	TCC #TB0006032	04/13/2006	078418	134.95
PITNEY BOWES CREDIT CORP	2006 010-419-007	OFFICE SUPPLIES	CDA - 5692702	04/13/2006	078421	90.35
PITNEY BOWES CREDIT CORP	2006 010-419-007	OFFICE SUPPLIES	CDA - EQUIP PROP TAX	04/13/2006	078421	125.49
PITNEY BOWES CREDIT CORP	2006 010-401-099	CONTINGENCY FOR MISCELLANE	TCSO - LEASE # 5615646	04/13/2006	078422	2,532.00
PITNEY BOWES INC.	2006 010-440-018	EQUIPMENT LEASE	TCTA - 91374360203	04/13/2006	078423	302.74
PITNEY BOWES INC.	2006 010-440-007	SUPPLIES	TCTA - 91374360203	04/13/2006	078423	239.00
PITNEY BOWES INC.	2006 010-440-007	SUPPLIES	TCC - 15179506868	04/13/2006	078423	161.07
R.S. FARMER FUNERAL HOME	2006 010-401-043	AUTOPSIES	JAMES TRAVIS ARD	04/13/2006	078425	125.00
RADIOLOGY ASSOCIATES	2006 010-427-043	PRISONER MEDICAL	TCSO - STOVER, DAVID	04/13/2006	078426	34.00
RADIOLOGY ASSOCIATES	2006 010-427-043	PRISONER MEDICAL	TCSO - ROSS, KHRYS TI	04/13/2006	078426	66.00
RADIOLOGY ASSOCIATES	2006 010-427-043	PRISONER MEDICAL	TCSO - STERLING, MICHELL	04/13/2006	078426	143.00
RAINEY HEATING & AIR	2006 010-442-011	REPAIRS TO NUTRITION CENTE	TCC - AC/REPAIR	04/13/2006	078427	48.00
RAKSEY'S MINI STORAGE	2006 010-411-007	OFFICE SUPPLIES	JP1 MARCH & APRIL 06	04/13/2006	078428	40.00
SECURITY INSURANCE SERVICE	2006 010-420-014	BONDS	TCTO BOND RENEWAL	04/13/2006	078432	82.25
SECURITY INSURANCE SERVICE	2006 010-402-014	BONDS, INSURANCE	TCC - DISHONESTY BOND	04/13/2006	078432	308.00
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTHOUSE	TCC REPAIR	04/13/2006	078433	177.11

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH REPAIR	04/13/2006	078433	196.23
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH REPAIR	04/13/2006	078433	904.39
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH REPAIRS	04/13/2006	078433	80.50
SERVICE BY SCOTT	2006 010-442-013	REPAIRS AT JUSTICE CENTER	TCSO - KITCHEN DRAIN	04/13/2006	078433	493.86
SHEPHERD'S UNIFORM & LINEN	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH UNIFORMS	04/13/2006	078436	17.63
SHEPHERD'S UNIFORM & LINEN	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH UNIFORMS	04/13/2006	078436	17.63
SPARKLETT'S & SIERRA SPRING	2006 010-420-007	OFFICE SUPPLIES	TCTO #2154939	04/13/2006	078438	39.45
STAMPS OFFICE SUPPLY	2006 010-440-007	SUPPLIES	TCSO - OFFICE SUPPLIES	04/13/2006	078439	345.00
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCVS - INK CARTRIDGES	04/13/2006	078440	251.92
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCCH - SUPPLIES	04/13/2006	078440	387.87
STORY-WRIGHT	2006 010-422-007	OFFICE SUPPLIES	TCA - SUPPLIES	04/13/2006	078440	6.39
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CDA - PRINTER TONER	04/13/2006	078440	62.98
STORY-WRIGHT	2006 010-419-007	OFFICE SUPPLIES	CDA - OFFICE SUPPLIES	04/13/2006	078440	16.28
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CDA - PRINTER TONER	04/13/2006	078440	139.98
STORY-WRIGHT	2006 010-419-007	OFFICE SUPPLIES	CDA - OFFICE SUPPLIES	04/13/2006	078440	16.36
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCCH - PAPER SUPPLIES	04/13/2006	078440	118.96
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCJP - OFFICE SUPPLIES	04/13/2006	078440	29.99
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCJP - OFFICE SUPPLIES	04/13/2006	078440	29.99
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCCH - PAPER SUPPLIES	04/13/2006	078440	287.50
STORY-WRIGHT	2006 010-422-007	OFFICE SUPPLIES	TCCH - STORAGE BOXES	04/13/2006	078440	26.99
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCCH - CALCUL TAPE	04/13/2006	078440	12.78
STORY-WRIGHT	2006 010-442-007	JANITORS SUPPLIES	TCCH SUPPLIES	04/13/2006	078440	4.18
STORY-WRIGHT	2006 010-440-007	SUPPLIES	TCJ CARTRIDGES	04/13/2006	078440	69.28
SULLIVAN'S HARDWARE	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH SUPPLIES	04/13/2006	078443	97.98
SYSCO FOOD SERVICES	2006 010-427-036	PRISONER MEALS	TCSO - PRISON MEALS	04/13/2006	078444	3,391.55
TELSTAR SPECIALTY PRODUCTS	2006 010-442-007	JANITORS SUPPLIES	TCCH SUPPLIES	04/13/2006	078446	758.60
TEXAS DISTRICT & COUNTY AT	2006 010-419-012	TRAINING & EDUCATION	SMITH, JOE #9275	04/13/2006	078447	75.00
THE OFFICE OF CONFERENCES	2006 010-422-012	TRAINING & EDUCATION	CONFERENCE MAY,2006	04/13/2006	078448	265.00
THE SOFTWARE GROUP, INC.	2006 010-440-020	SUPPORT SERVICES	TCTO 2ND QTR 06	04/13/2006	078449	2,189.00
THE SOFTWARE GROUP, INC.	2006 010-440-020	SUPPORT SERVICES	TCTO 2ND QTR 06	04/13/2006	078449	358.00
THERMACON SERVICE COMPANY	2006 010-442-013	REPAIRS AT JUSTICE CENTER	TCSO - EQUIP REPAIRS	04/13/2006	078450	210.00
TIMBERLINE NURSERY, INC	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH SUPPLIES	04/13/2006	078451	108.00
TIMBERMANS SUPPLY	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH SUPPLIES	04/13/2006	078452	19.95
TOLARS FEED AND OUTDOOR SU	2006 010-426-023	ANIMAL CONTROL	TCSO - SUPPLIES	04/13/2006	078453	20.27
TULLOS, JOHN	2006 010-419-007	OFFICE SUPPLIES	TCTA SUBSCRIPTION	04/13/2006	078455	13.50
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	AD - BID NOTICE	04/13/2006	078457	40.25
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXPENSE	ZDCH #0013327	04/13/2006	078460	35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXPENSE	BIRDWELL #0001883	04/13/2006	078460	35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXPENSE	RIVERS #0025879	04/13/2006	078460	35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXPENSE	HARRIS #0003821	04/13/2006	078460	35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXPENSE	LEE #0021759	04/13/2006	078460	35.00
TYLER COUNTY HOSPITAL	2006 010-427-043	PRISONER MEDICAL	TCSO - PRISON MEDICAL	04/13/2006	078460	355.58
TYLER COUNTY TRACTOR	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH #1366	04/13/2006	078461	13.25
U PUMP IT	2006 010-426-029	GAS, OIL, GREASE	TCSO - FUEL	04/13/2006	078462	348.55
U PUMP IT	2006 010-426-029	GAS, OIL, GREASE	TCSO - FUEL	04/13/2006	078462	6,164.28
UNITED BUILDING CENTERS	2006 010-442-010	REPAIRS TO COURTHOUSE	TCCH SUPPLIES	04/13/2006	078463	20.23
VERIZON WIRELESS	2006 010-426-009	TELEPHONE	TCSO - 909936855	04/13/2006	078464	541.41
VERIZON WIRELESS	2006 010-421-009	TELEPHONE	CSCD 409-429-4274	04/13/2006	078464	153.17
VIKING OFFICE PRODUCTS	2006 010-405-007	OFFICE SUPPLIES	TCVS - FLAT PANEL MONIT	04/13/2006	078465	351.97
VIKING OFFICE PRODUCTS	2006 010-420-007	OFFICE SUPPLIES	TCTA #62262632	04/13/2006	078465	6.99
VIKING OFFICE PRODUCTS	2006 010-420-007	OFFICE SUPPLIES	TCTA #62262632	04/13/2006	078465	37.17
VIKING OFFICE PRODUCTS	2006 010-420-007	OFFICE SUPPLIES	TCTA #62262632	04/13/2006	078465	109.85
VIKING OFFICE PRODUCTS	2006 010-420-007	OFFICE SUPPLIES	TCTA #62262632	04/13/2006	078465	127.10
WAL-MART COMMUNITY	2006 010-440-007	SUPPLIES	TCJP - 6032202000620824	04/13/2006	078466	40.61
WAL-MART COMMUNITY	2006 010-402-007	OFFICE SUPPLIES	TCC - 6032202000776899	04/13/2006	078466	152.95

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
WAL-MART COMMUNITY	2006 010-442-010	REPAIRS TO COURTHOUSE	TCJ - 6032202000776915	04/13/2006	078466	158.23
WALLING SIGNS & GRAPHICS	2006 010-419-007	OFFICE SUPPLIES	CDA - SUBPDENA BOOKS	04/13/2006	078467	422.50
WALLING SIGNS & GRAPHICS	2006 010-419-007	OFFICE SUPPLIES	CDA - ENVELOPES	04/13/2006	078467	81.00
WALLING SIGNS & GRAPHICS	2006 010-426-028	REPAIRS TO VEHICLES	TCSO - K-9 CAR STICKER	04/13/2006	078467	180.00
WALLING SIGNS & GRAPHICS	2006 010-426-007	OFFICE SUPPLIES	TCSO - COKER, NOTARY	04/13/2006	078467	22.95
WALLING SIGNS & GRAPHICS	2006 010-401-099	CONTINGENCY FOR MISCELLANE	BANNER FOR PARADE	04/13/2006	078467	64.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	INDIGENT ASSISTANCE	04/13/2006	078471	30.00
WORLDWIDE DIRECTORY PRODUC	2006 010-419-007	OFFICE SUPPLIES	CDA - DIRECTORY LISTING	04/13/2006	078472	179.27
XEROX CORPORATION	2006 010-440-015	SERVICE CONTRACTS	TCDC - 668113889	04/13/2006	078473	135.00
						-----
TOTAL CHECKS WRITTEN						166,093.50
TOTAL VOID CHECKS						0.00
						-----
TOTAL CHECK AMOUNT						166,093.50

ROAD & BRIDGE 1  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AFLAC INSURANCE	2006 021-202-100	SALARIES PAYABLE	AFLAC INS	04/13/2006	078327	74.34
DOCHES COMMUNITY CREDIT UN	2006 021-202-100	SALARIES PAYABLE	CREDIT UNION	04/13/2006	078328	125.00
FICA	2006 021-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	348.77
FICA	2006 021-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	348.77
FIT	2006 021-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	326.30
MEDICARE - ELECTRONIC TRAN	2006 021-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	81.57
MEDICARE - ELECTRONIC TRAN	2006 021-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	81.57
NET SALARIES	2006 021-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	4,110.10
STANDARD INSURANCE COMPANY	2006 021-202-100	SALARIES PAYABLE	STANDARD CO. VOLUNTARY	04/13/2006	078338	16.90
TEXAS COUNTY & DISTRICT RE	2006 021-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	398.99
TEXAS COUNTY & DISTRICT RE	2006 021-448-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	450.27
TYLER COUNTY	2006 021-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	04/13/2006	078342	217.63
A-1 JOHNNY PORTABLE TOILET	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - RENTAL	04/13/2006	078346	36.17
CALCO CALLENS CO INC	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078355	1,634.93
ECONO SIGNS LLC	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - SIGNS	04/13/2006	078375	49.07
ECONO SIGNS LLC	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - SIGNS	04/13/2006	078375	37.50
ENGLISH TRUCK & TRAILER	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - EQUIP REPAIRS	04/13/2006	078376	779.81
ENTERBY	2006 021-451-035	UTILITIES	PCT1 #451030	04/13/2006	078377	53.90
ETOX INC.	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078379	16.38
ETOX INC.	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078379	69.00
GARDNER OIL, INC.	2006 021-451-029	GAS, OIL, GREASE	PCT 1 - FUEL	04/13/2006	078382	1,060.39
GARDNER OIL, INC.	2006 021-451-029	GAS, OIL, GREASE	PCT 1 - FUEL	04/13/2006	078382	995.33
HILLISTER TRACTOR SALES	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078391	39.96
HILLISTER TRACTOR SALES	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078391	626.60
HILLISTER TRACTOR SALES	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078391	34.68
HILLISTER TRACTOR SALES	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078391	28.61
INTERNATIONAL PAPER COMPAN	2006 021-451-032	ROAD MATERIAL	PCT 1 - ROAD MATERIAL	04/13/2006	078396	480.00
JERRYS SAW SHOP	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078400	69.65
MODICA BROTHERS	2006 021-451-030	TIRES, TUBES	PCT 1 - TIRES/REPAIR	04/13/2006	078409	124.61
MODICA BROTHERS	2006 021-451-030	TIRES, TUBES	PCT 1 - TIRES/REPAIR	04/13/2006	078409	291.72
STURROCK, KIM	2006 021-451-040	MISCELLANEOUS SUPPLIES	CLEAN COMMISSIONER OFF	04/13/2006	078442	30.00
SULLIVANS HARDWARE	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078443	30.51
SULLIVANS HARDWARE	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078443	33.48
TYLER COUNTY AUTO PARTS	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078456	25.98
TYLER COUNTY AUTO PARTS	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078456	7.77
TYLER COUNTY AUTO PARTS	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - PARTS/SUPPLIES	04/13/2006	078456	3.15
VIKING OFFICE PRODUCTS	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - OFFICE SUPPLIES	04/13/2006	078465	150.12
WAL-MART COMMUNITY	2006 021-451-040	MISCELLANEOUS SUPPLIES	PCT 1 -6032202000195371	04/13/2006	078466	338.44
WALLING SIGNS & GRAPHICS	2006 021-451-028	MACHINERY MAINTENANCE	PCT 1 - TRUCK PERMITS	04/13/2006	078467	47.25
TOTAL CHECKS WRITTEN						13,675.22
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						13,675.22



ROAD & BRIDGE II  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AFLAC INSURANCE	2006 022-202-100	SALARIES PAYABLE	AFLAC INS	04/13/2006	078327	32.95
FICA	2006 022-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	374.18
FICA	2006 022-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	374.18
FIT	2006 022-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	554.52
MEDICARE - ELECTRONIC TRAN	2006 022-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	87.51
MEDICARE - ELECTRONIC TRAN	2006 022-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	87.51
NET SALARIES	2006 022-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	4,594.14
TEXAS COUNTY & DISTRICT RE	2006 022-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	424.78
TEXAS COUNTY & DISTRICT RE	2006 022-448-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	479.37
A & M WIRELESS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PHONE SUPPLIES	04/13/2006	078345	14.95
AAA SERVICE CO., INC.	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - EQUIP REPAIR	04/13/2006	078347	180.00
CALIFORNIA CONTRACTORS SUP	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - DRILL SET	04/13/2006	078356	69.90
ECONO SIGNS LLC	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - SIGNS	04/13/2006	078375	64.24
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078382	1,564.50
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078382	507.25
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078382	307.12
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078382	412.72
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078382	309.17
GRAY'S WHOLESALE TIRE	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES	04/13/2006	078384	538.00
SULF WELDING	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078386	31.50
HAVIS FEED AND HARDWARE	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - HYDRO OIL	04/13/2006	078389	79.80
HENSARLINGS TIRE CENTER	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078390	115.00
HENSARLINGS TIRE CENTER	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078390	8.00
HENSARLINGS TIRE CENTER	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078390	135.00
HENSARLINGS TIRE CENTER	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078390	38.00
HENSARLINGS TIRE CENTER	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078390	586.45
HSBC BUSINESS SOLUTIONS	2006 022-451-040	MISCELLANEOUS SUPPLIES	PCT 2 - 7737640900250342	04/13/2006	078392	145.98
MODICA BROTHERS	2006 022-451-030	TIRES, TUBES	PCT 2 - TIRES/REPAIR	04/13/2006	078409	210.95
NALCOM WIRELESS COMMUNICAT	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - RADIO REPAIR	04/13/2006	078413	157.70
O'REILLY AUTO PARTS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078417	59.99
PAGE PLUS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PAGER SERV	04/13/2006	078419	16.34
POWERPLAN	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078424	191.26
REGIONS INTERSTATE BILLING	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078429	1,677.92
REGIONS INTERSTATE BILLING	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078429	131.46
ROCAN INDUSTRIAL PRODUCTS,	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078430	320.00
STURROCK, KIM	2006 022-451-040	MISCELLANEOUS SUPPLIES	CLEAN COMMISSIONER OFF	04/13/2006	078442	30.00
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - SHOVEL	04/13/2006	078443	13.63
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - KEYS	04/13/2006	078443	8.85
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - TIE DOWN	04/13/2006	078443	24.99
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078443	20.48
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078443	14.91
TIMBERMANS SUPPLY	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078452	53.11
TIMBERMANS SUPPLY	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078452	14.85
TIMBERMANS SUPPLY	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078452	117.04
TRUCK & EQUIPMENT REPAIR	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078454	1,750.00
TYLER COUNTY AUTO PARTS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078456	40.19
TYLER COUNTY AUTO PARTS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078456	38.27
TYLER COUNTY AUTO PARTS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - PARTS/SUPPLIES	04/13/2006	078456	90.57
U PUMP IT	2006 022-451-029	GAS, OIL, GREASE	PCT 2 - FUEL	04/13/2006	078462	557.03
WALLING SIGNS & GRAPHICS	2006 022-451-028	MACHINERY MAINTENANCE	PCT 2 - TRUCK PERMIT	04/13/2006	078467	47.25

ROAD & BRIDGE II  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
						-----
					TOTAL CHECKS WRITTEN	17,703.51
					TOTAL VOID CHECKS	0.00
						-----
					TOTAL CHECK AMOUNT	17,703.51

ROAD & BRIDGE III  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AFLAC INSURANCE	2006 023-202-100	SALARIES PAYABLE	AFLAC INS	04/13/2006	078327	20.00
FICA	2006 023-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	455.91
FICA	2006 023-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	455.91
FIT	2006 023-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	516.25
MEDICARE - ELECTRONIC TRAN	2006 023-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	106.62
MEDICARE - ELECTRONIC TRAN	2006 023-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	106.62
NET SALARIES	2006 023-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	5,780.90
STANDARD INSURANCE COMPANY	2006 023-202-100	SALARIES PAYABLE	STANDARD CO. VOLUNTARY	04/13/2006	078338	19.57
TEXAS COUNTY & DISTRICT RE	2006 023-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	474.15
TEXAS COUNTY & DISTRICT RE	2006 023-448-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	535.09
CINGULAR WIRELESS	2006 023-451-035	UTILITIES	PCT 3 - 409 331 4724	04/13/2006	078363	129.17
CINTAS CORPORATION #084	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078364	29.00
CINTAS CORPORATION #084	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078364	29.00
CINTAS CORPORATION #084	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078364	29.00
CINTAS CORPORATION #084	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078364	29.00
ENTERGY	2006 023-451-035	UTILITIES	PCTS #649486	04/13/2006	078377	111.16
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078382	600.58
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078382	1,217.43
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078382	743.76
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078382	769.34
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078382	370.40
HENSARLINGS TIRE CENTER	2006 023-451-030	TIRES, TUBES	PCT 3 - TIRES/REPAIR	04/13/2006	078390	115.00
JACK ALEXANDER ROAD CONTRA	2006 023-451-032	ROAD MATERIAL	PCT 3 - ROAD MATERIAL	04/13/2006	078397	57.35
JACK ALEXANDER ROAD CONTRA	2006 023-451-032	ROAD MATERIAL	PCT 3 - ROAD MATERIAL	04/13/2006	078397	156.95
JACK ALEXANDER ROAD CONTRA	2006 023-451-032	ROAD MATERIAL	PCT 3 - ROAD MATERIAL	04/13/2006	078397	82.70
JACK ALEXANDER ROAD CONTRA	2006 023-451-032	ROAD MATERIAL	PCT 3 - ROAD MATERIAL	04/13/2006	078397	80.90
MARTIN, ANDY	2006 023-451-032	ROAD MATERIAL	PCT 3 - ROAD MATERIAL	04/13/2006	078406	336.00
MARTINS TRU-VALUE HDWE.	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078407	18.13
MUSIC MOUNTAIN WATER CO	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - 79996800	04/13/2006	078411	18.74
MUSIC MOUNTAIN WATER CO	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - 79996800	04/13/2006	078411	3.50
MUSTANG CAT	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078412	68.66
MUSTANG CAT	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078412	889.73
NALCOM WIRELESS COMMUNICAT	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - RADIO REPAIR	04/13/2006	078413	171.04
NALCOM WIRELESS COMMUNICAT	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - RADIO REPAIR	04/13/2006	078413	220.78
SEXTON, NATTIE M	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - CLEANING	04/13/2006	078434	35.00
SEXTON, NATTIE M	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - CLEANING	04/13/2006	078434	35.00
SHEPHERD'S UNIFORM & LINEN	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078436	37.15
SHEPHERD'S UNIFORM & LINEN	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078436	37.15
SHEPHERD'S UNIFORM & LINEN	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078436	37.15
SHEPHERD'S UNIFORM & LINEN	2006 023-451-044	UNIFORMS	PCT 3 - UNIFORMS	04/13/2006	078436	37.15
STURROCK, KIN	2006 023-451-040	MISCELLANEOUS SUPPLIES	CLEAN COMMISSIONER OFF	04/13/2006	078442	30.00
TIMBERMANS SUPPLY	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078452	6.92
TIMBERMANS SUPPLY	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078452	18.51
TIMBERMANS SUPPLY	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078452	12.95
TRUCK & EQUIPMENT REPAIR	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - EDIP REPAIRS	04/13/2006	078454	400.00
TYLER COUNTY AUTO PARTS	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078456	12.34
TYLER COUNTY AUTO PARTS	2006 023-451-028	MACHINERY MAINTENANCE	PCT 3 - PARTS/SUPPLIES	04/13/2006	078456	13.82
U PUMP IT	2006 023-451-029	GAS, OIL, GREASE	PCT 3 - FUEL	04/13/2006	078462	165.15
VIKING OFFICE PRODUCTS	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - SUPPLIES	04/13/2006	078465	6.77
WALLING SIGNS & GRAPHICS	2006 023-451-040	MISCELLANEOUS SUPPLIES	PCT 3 - TRUCK PERMITS	04/13/2006	078467	47.25

ROAD & BRIDGE III  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
						-----
					TOTAL CHECKS WRITTEN	15,680.65
					TOTAL VOID CHECKS	0.00
						-----
					TOTAL CHECK AMOUNT	15,680.65

ROAD & BRIDGE IV  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
DOCHES COMMUNITY CREDIT UN	2006 024-202-100	SALARIES PAYABLE	CREDIT UNION	04/13/2006	078328	75.00
FICA	2006 024-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	505.18
FICA	2006 024-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	505.18
FIT	2006 024-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	637.78
GULF EMPLOYEES CREDIT UNIO	2006 024-202-100	SALARIES PAYABLE	GULF EMPLOYEES CREDIT UNION	04/13/2006	078332	50.00
MEDICARE - ELECTRONIC TRAN	2006 024-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	118.14
MEDICARE - ELECTRONIC TRAN	2006 024-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	118.14
NET SALARIES	2006 024-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	6,246.26
TEXAS COUNTY & DISTRICT RE	2006 024-202-100	SALARIES PAYABLE	TCORS-RETIREMENT	04/13/2006	078340	515.54
TEXAS COUNTY & DISTRICT RE	2006 024-448-003	RETIREMENT	TCORS-RETIREMENT	04/13/2006	078340	581.81
BILLY WILLIAMS TRUCKING	2006 024-451-032	ROAD MATERIAL	PCT 4 - ROAD MATERIAL	04/13/2006	078352	1,775.61
CINTAS CORPORATION #084	2006 024-451-044	UNIFORMS	PCT 4 - 084--01423	04/13/2006	078364	140.00
ENTERGY	2006 024-451-035	UTILITIES	PCT4 #485012	04/13/2006	078377	74.41
ETOX INC.	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078379	70.78
ETOX INC.	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078379	1.00
GARDNER OIL, INC.	2006 024-451-029	GAS, OIL, GREASE	PCT 4 - FUEL	04/13/2006	078382	7,224.73
HILLISTER TRACTOR SALES	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078391	690.10
HILLISTER TRACTOR SALES	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078391	3.00
JASPER ASPHALT LIMITED	2006 024-451-032	ROAD MATERIAL	PCT 4 - ROAD MATERIAL	04/13/2006	078399	636.29
MODICA BROTHERS	2006 024-451-030	TIRES, TUBES	PCT 1 - TIRES/REPAIR	04/13/2006	078409	47.00
MODICA BROTHERS	2006 024-451-030	TIRES, TUBES	PCT 4 - TIRES/REPAIR	04/13/2006	078409	420.40
KOTT WHOLESALE, INC.	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078410	352.22
MUSIC MOUNTAIN WATER CO	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT 4 - 79996800	04/13/2006	078411	18.50
MUSIC MOUNTAIN WATER CO	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT 4 - 79996800	04/13/2006	078411	3.50
RURAL PIPE AND SUPPLY	2006 024-451-031	CULVERTS	PCT 4 - CULVERTS	04/13/2006	078431	766.20
SMARTS TRUCK & TRAILER	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078437	223.13
STURROCK, KIM	2006 024-451-040	MISCELLANEOUS SUPPLIES	CLEAN COMMISSIONER OFF	04/13/2006	078442	30.00
SULLIVANS HARDWARE	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT4 - PARTS/SUPPLIES	04/13/2006	078443	11.54
TED SCHRECK TRUCKING	2006 024-451-032	ROAD MATERIAL	PCT 4 - ROAD MATERIAL	04/13/2006	078445	500.00
TIMBERMANS SUPPLY	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078452	95.14
TIMBERMANS SUPPLY	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078452	45.37
VIKING OFFICE PRODUCTS	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT 4 - OFFICE SUPPLIES	04/13/2006	078465	6.77
WAL-MART COMMUNITY	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT 4 - 6032202000201591	04/13/2006	078466	6.97
WALLING SIGNS & GRAPHICS	2006 024-451-040	MISCELLANEOUS SUPPLIES	PCT 4 - TRUCK PERMIT	04/13/2006	078467	47.25
WAUKESHA-PEARCE INDUSTRIES	2006 024-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078469	253.84
TOTAL CHECKS WRITTEN						22,796.78
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						22,796.78

TYLER CO. RODEO ARENA/FAIRGRND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
UNITED BUILDING CENTERS	2006 026-451-028	REPAIRS & MAINTENANCE	PCT 2 - 0484-00935000	04/13/2006	078463	331.86
						-----
						TOTAL CHECKS WRITTEN 331.86
						TOTAL VOID CHECKS 0.00
						-----
						TOTAL CHECK AMOUNT 331.86

COUNTY CLERK RMP  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2006 031-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	17.00
FICA	2006 031-451-002	SOCIAL SECURITY-ARCHIVE	FICA	04/13/2006	078329	17.00
MEDICARE - ELECTRONIC TRAN	2006 031-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	3.98
MEDICARE - ELECTRONIC TRAN	2006 031-451-002	SOCIAL SECURITY-ARCHIVE	MEDICARE	04/13/2006	078334	3.98
NET SALARIES	2006 031-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	253.33
NET DATA CORP.	2006 031-452-041	MISC. EXPENSE-RMP	TCC RVI IMAGING	04/13/2006	078415	225.00
						-----
					TOTAL CHECKS WRITTEN	520.29
					TOTAL VOID CHECKS	0.00
						-----
					TOTAL CHECK AMOUNT	520.29

LIBRARY FUND  
ALL CHECKS B

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
WEST GROUP	2006 036-492-050	LIBRARY BOOKS & SUPPLIES	CDA - 1000705398	04/13/2006	078470	223.50
						-----
						TOTAL CHECKS WRITTEN 223.50
						TOTAL VOID CHECKS 0.00
						-----
						TOTAL CHECK AMOUNT 223.50



T C COLLECTION CENTER  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2006 037-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	111.55
FICA	2006 037-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	111.55
FIT	2006 037-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	119.41
MEDICARE - ELECTRONIC TRAN	2006 037-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	26.08
MEDICARE - ELECTRONIC TRAN	2006 037-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	26.08
NET SALARIES	2006 037-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	1,257.02
TEXAS COUNTY & DISTRICT RE	2006 037-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	67.41
TEXAS COUNTY & DISTRICT RE	2006 037-448-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	76.08
TYLER COUNTY	2006 037-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	04/13/2006	078342	217.63
ENTERGY	2006 037-451-035	UTILITIES	TCCL #5082	04/13/2006	078377	147.69
GARDNER OIL, INC.	2006 037-451-029	GAS, OIL, GREASE	TCCC - COLLECTION CENTER	04/13/2006	078382	725.90
HARDIN COUNTY LANDFILL - I	2006 037-451-043	CONTAINER HAULS	TCCC - MARCH 2006	04/13/2006	078387	5,463.00
HENSARLINGS TIRE CENTER	2006 037-451-028	MACHINERY MAINTENANCE	TCCC - PARTS/SUPPLIES	04/13/2006	078390	18.00
HENSARLINGS TIRE CENTER	2006 037-451-028	MACHINERY MAINTENANCE	TCCC - PARTS/SUPPLIES	04/13/2006	078390	558.78
O'REILLY AUTO PARTS	2006 037-451-028	MACHINERY MAINTENANCE	TCCC - PARTS/SUPPLIES	04/13/2006	078417	10.24
SULLIVANS HARDWARE	2006 037-451-028	MACHINERY MAINTENANCE	TCCC - PARTS/SUPPLIES	04/13/2006	078443	25.62
TIMBERMANS SUPPLY	2006 037-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078452	9.73
TIMBERMANS SUPPLY	2006 037-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078452	5.85
TIMBERMANS SUPPLY	2006 037-451-028	MACHINERY MAINTENANCE	PCT 4 - PARTS/SUPPLIES	04/13/2006	078452	58.90
TRUCK & EQUIPMENT REPAIR	2006 037-451-028	MACHINERY MAINTENANCE	TCCC - EQUIP REPAIR	04/13/2006	078454	30.00
TOTAL CHECKS WRITTEN						9,066.52
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						9,066.52

COURTHOUSE SECURITY  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
MATTINGLY, GUY GARRY	2006 044-451-001	COURT BAILIFF	BAILIFF MARCH 2006	04/13/2006	078408	250.00
						-----
						TOTAL CHECKS WRITTEN 250.00
						TOTAL VOID CHECKS 0.00
						-----
						TOTAL CHECK AMOUNT 250.00

RITA /KATRINA DISASTER RELIEF  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2006 048-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	357.13
FICA	2006 048-448-002	SOCIAL SECURITY	FICA	04/13/2006	078329	357.13
FIT	2006 048-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	585.68
MEDICARE - ELECTRONIC TRAN	2006 048-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	83.52
MEDICARE - ELECTRONIC TRAN	2006 048-448-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	83.52
NET SALARIES	2006 048-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	4,733.67
JARROTT'S PHARMACY	2006 048-452-028	UNMET NEEDS EXPENSE	EOC-STEPHENS, DENISE	04/13/2006	078398	276.76
NORTH AMERICAN PROCUREMENT	2006 048-451-031	TEMPORARY DEBRIS STORAGE/R	PW2547 DEBRIS STORAGE	04/13/2006	078416	10,744.88
TYLER COUNTY EMERGENCY MGN	2006 048-451-036	EMERGENCY WORK/DEBRIS CLEA	PW2491 EMERGENCY WORK	04/13/2006	078458	4,338.20
WARREN VOL. FIRE DEPT.	2006 048-451-036	EMERGENCY WORK/DEBRIS CLEA	PW2490 EMERGENCY WORK	04/13/2006	078468	17,454.75
TOTAL CHECKS WRITTEN						39,015.24
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						39,015.24

C D A FEES  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITER/REASON	DATE	CHECK	AMOUNT
U PUMP IT	2006 050-492-005	MISCELLANEOUS	CDA - FUEL	04/13/2006	078462	230.39
						-----
TOTAL CHECKS WRITTEN						230.39
TOTAL VOID CHECKS						0.00
						-----
TOTAL CHECK AMOUNT						230.39

ADULT PROBATION  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2006 053-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	626.02
FICA	2006 053-451-002	SOCIAL SECURITY	FICA	04/13/2006	078329	626.02
FIT	2006 053-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	965.37
MEDICARE - ELECTRONIC TRAN	2006 053-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	146.40
MEDICARE - ELECTRONIC TRAN	2006 053-451-002	SOCIAL SECURITY	MEDICARE	04/13/2006	078334	146.40
NET SALARIES	2006 053-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	7,625.84
TEXAS COUNTY & DISTRICT RE	2006 053-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	733.53
TEXAS COUNTY & DISTRICT RE	2006 053-451-003	RETIREMENT	TCDRS-RETIREMENT	04/13/2006	078340	827.84
TYLER CO. COMMUNITY SUPVN.	2006 053-202-100	SALARIES PAYABLE	STATE HEALTH INS.-ADULT PRO	04/13/2006	078341	381.81
SAM HOUSTON STATE UNIVERSI	2006 053-451-016	PROFESSIONAL FEES	STRICKLAND 08/09-11/06	04/13/2006	078344	150.00
AMERICAN EXPRESS	2006 053-451-009	UTILITIES	CSCD - 378343152821003	04/13/2006	078350	49.01
AMERICAN EXPRESS	2006 053-451-009	UTILITIES	CSCD - 378343152821003	04/13/2006	078350	14.95
CORRECTIONS SOFTWARE CORPO	2006 053-437-012	CCP-PROFESSIONAL FEES	CSCD - PROF FEES 5/2006	04/13/2006	078367	995.00
ENVIRO-HEALTH SYSTEMS, INC	2006 053-437-007	CCP SUPPLIES & OPERATING E	CSCD - HERNANDEZ, LINDA	04/13/2006	078378	15.00
ENVIRO-HEALTH SYSTEMS, INC	2006 053-437-007	CCP SUPPLIES & OPERATING E	CSCD - FOXWORTH, JACOB'	04/13/2006	078378	15.00
PATILLO BROWN & HILL LLP	2006 053-451-016	PROFESSIONAL FEES	ADULT PROB AUDIT 2006	04/13/2006	078420	1,400.00
STORY-WRIGHT	2006 053-437-007	CCP SUPPLIES & OPERATING E	CSCD - OFFICE SUPPLIES	04/13/2006	078440	49.99
STRICKLAND, W. B.	2006 053-451-015	TRAVEL/FURNISHED TRANSP'TI	REIMB TRAVEL EXPENS	04/13/2006	078441	241.56
TYLER COUNTY GENERAL FUND	2006 053-437-014	CCP CONTRACT SERV FOR OFFE	CSCD - SERVICE APRIL 06	04/13/2006	078459	1,000.00
TOTAL CHECKS WRITTEN						16,009.74
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						16,009.74

JUVENILE PROBATION  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AFLAC INSURANCE	2006 054-202-100	SALARIES PAYABLE	AFLAC INS	04/13/2006	078327	103.10
FICA	2006 054-202-100	SALARIES PAYABLE	FICA	04/13/2006	078329	218.47
FICA	2006 054-437-002	SOCIAL SECURITY-CCP	FICA	04/13/2006	078329	74.62
FICA	2006 054-451-002	SOCIAL SECURITY-REG SUP	FICA	04/13/2006	078329	143.85
FIT	2006 054-202-100	SALARIES PAYABLE	FIT	04/13/2006	078330	327.17
MEDICARE - ELECTRONIC TRAN	2006 054-202-100	SALARIES PAYABLE	MEDICARE	04/13/2006	078334	51.09
MEDICARE - ELECTRONIC TRAN	2006 054-437-002	SOCIAL SECURITY-CCP	MEDICARE	04/13/2006	078334	17.45
MEDICARE - ELECTRONIC TRAN	2006 054-451-002	SOCIAL SECURITY-REG SUP	MEDICARE	04/13/2006	078334	33.64
NATIONWIDE RETIREMENT SOLU	2006 054-202-100	SALARIES PAYABLE	NACO	04/13/2006	078335	125.00
NET SALARIES	2006 054-202-100	SALARIES PAYABLE	NET SALARIES	04/13/2006	078336	2,525.95
TEXAS COUNTY & DISTRICT RE	2006 054-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	04/13/2006	078340	252.22
TEXAS COUNTY & DISTRICT RE	2006 054-437-003	RETIREMENT-COMM CORRECTION	TCDRS-RETIREMENT	04/13/2006	078340	95.08
TEXAS COUNTY & DISTRICT RE	2006 054-451-003	RETIREMENT-REGULAR SUPERVI	TCDRS-RETIREMENT	04/13/2006	078340	189.56
ALLEN, TERRY	2006 054-451-012	TRAINING & EDUCATION	OUT OF CO. TRAINING	04/13/2006	078349	106.40
SHEFFIELD, TONYA	2006 054-451-012	TRAINING & EDUCATION	REIMB TRAVEL	04/13/2006	078435	57.67
VERIZON WIRELESS	2006 054-451-009	TELEPHONE	TCJP - 209712392	04/13/2006	078464	82.89
WAL-MART COMMUNITY	2006 054-437-007	OFFICE SUPPLIES-COMMUNITY	TCJP - 6032202000620824	04/13/2006	078466	30.08
-----						
TOTAL CHECKS WRITTEN						4,434.24
TOTAL VOID CHECKS						0.00
-----						
TOTAL CHECK AMOUNT						4,434.24

TFS COMMUNICATIONS GRANT  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
BERGHAN, JAMES G	2006 074-451-040	MISCELLANEOUS SUPPLIES	TCSO - RADIO TOWER RENT	04/13/2006	078351	3,000.00
HENSARLINGS TIRE CENTER	2006 074-451-040	MISCELLANEOUS SUPPLIES	EDC - FORKLIFT BATTERY	04/13/2006	078390	225.70
JERRYS SAW SHOP	2006 074-451-040	MISCELLANEOUS SUPPLIES	EDC - RITA CLEAN UP	04/13/2006	078400	33.45
JERRYS SAW SHOP	2006 074-451-040	MISCELLANEOUS SUPPLIES	EDC - RITA CLEAN UP	04/13/2006	078400	16.50
JERRYS SAW SHOP	2006 074-451-040	MISCELLANEOUS SUPPLIES	EDC - RITA CLEAN UP	04/13/2006	078400	73.35
JERRYS SAW SHOP	2006 074-451-040	MISCELLANEOUS SUPPLIES	EDC - RITA CLEAN UP	04/13/2006	078400	37.45
TOTAL CHECKS WRITTEN						3,386.45
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						3,386.45





**In The  
Tyler County Commissioners Court**

**Order Adopting County Road Map  
Pursuant to Chapter 258  
Texas Transportation Code**

Be it remembered, that on the 13<sup>th</sup> day of April, 2006, after due notice as required by law, the Commissioners Court of Tyler County, Texas, convened in a called session at 8:30 a.m. in the Commissioners Courtroom, Tyler County Courthouse, to conduct the following business.

The Commissioners Court took up for consideration the Adoption of a final County Road Map, pursuant to Chapter 258 of the Texas Transportation Code. In this regard, the following statutory requirements and procedures have been followed:

1. A notice listing those roads in which Tyler County has an interest as a public road maintained by Tyler County was mailed with the 2005-06 ad valorem tax statement, as required by §258.005(a) of the Texas Transportation Code. In addition, said notice also advised the public:
  - a. Of the availability of a preliminary draft County Road Map being available for inspection at the County Judge's Office in the Tyler County Courthouse, during business hours, beginning December 1, 2005, and
  - b. That an initial public hearing would be conducted at 7:00 p.m. on February 6, 2006, at which time their protest, if any, would be heard.
2. Notice as required by §258.002(c) of the Texas Transportation Code was additionally published in a newspaper of general circulation for four consecutive weeks prior to the public hearing hearing on the 9<sup>th</sup> of February, 2006, on the matter of the adoption of a County Road Map.

3. On February 6, 2006, at 7:00 p.m., the Commissioners Court convened in open session to receive public comment on the preliminary draft County Road Map, including any written or oral objections or protests to the preliminary draft County Road Map.
4. The Commissioners Court received written or oral objections to the County Road Map on the date established for the filing of such objections or protests.
5. As a consequence of the receipt of objections to the proposed County Road Map, the Commissioners Court appointed the following individuals to serve on a Jury of View as authorized by §258.002(b) of the Texas Transportation Code.
  - a. Bruce Young
  - b. Billy Frank Eaves
  - c. Earl Ray Seals
  - d. Wake Skinner
  - e. Robert LeBouef
  - f. Phyllis Noack-Alternate
  - g. Willis Graham-Alternate

On the 30th day of March, 2006, the Jury of View met and considered the evidence presented to it on the following roads:

1. Objecting Party: Fallon T. Gordon, Sr, MD

Road: An unnumbered road off of CR 3065, west 6/10<sup>th</sup> of a mile.

Nature to Dispute: Claims that road was previously represented to him as being maintained by County, wants county to resume maintenance.

Disposition by Jury of View: The Report of the Jury of View, attached hereto and incorporated herein by reference, holds that Tyler County has not maintained the road in question continuously for a period of time prior to 1981 to the date of the protest, as required by Chapter 258 of the Texas Transportation Code, and that the un-named road off of CR 3065 is not a county maintained road.

2. Objecting Party: Fallon T. Gordon, Sr, MD

Road: CR 3143, Grid Map Page 40

Nature to Dispute: Claims that maintenance of CR 3143 should be extended to his property, in accord with various maps in his possession.

Disposition by Jury of View: The Report of the Jury of View, attached hereto and incorporated herein by reference, holds that Tyler County has not maintained the road in question continuously for a period of time prior to 1981 to the date of the protest, as required by Chapter 258 of the Texas Transportation Code, and that an extension of CR 3143 should not be maintained as a county road.

Therefore, having received the foregoing objections to the proposed County Road Map, and the resolution of the same by way of a Jury of View, it is the determination of the Commissioners Court of Tyler County, Texas, meeting in public session after due notice, and within the period of time permitted by §258.002(e) of the Texas Transportation Code, that the final County Road Map, as amended by the findings of the Jury of View, as set forth herein and attached to this Order, should be Adopted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Tyler County, Texas, in accordance with the provisions of Chapter 258 of the Texas Transportation Code, that the final County Road Map, be and is hereby ADOPTED, APPROVED AND IMPLEMENTED in accord with Chapter 258 of the Texas Transportation Code. The Tyler County Road Map shall be filed of record in the minutes of the Commissioners Court, and the attached Notice of County Road Map shall be filed in the Deed Records of Tyler County, Texas.

IT IS FURTHER ORDERED that notice of this action shall be included in a second notice as required by §258.005(b) of the Texas Transportation Code. As a

consequence of the Adoption of the adopted version of the County Road Map, a two year period of limitations shall begin to expire on this date.

IT IS FURTHER ORDERED that any road previously maintained by Tyler County, but not included upon the final County Road Map adopted by this Order, shall henceforth be considered as discontinued from any County maintenance schedule, and shall no longer be maintained by Tyler County. This Order of discontinuance of maintenance shall not, however, serve to impair or otherwise affect any private or public use of the right-of-way formerly maintained by the County.

Approved this 13th Day of April, 2006.

Martin F. Nash  
Commissioner, Precinct 1

Rusty Hughes  
Commissioner, Precinct 2

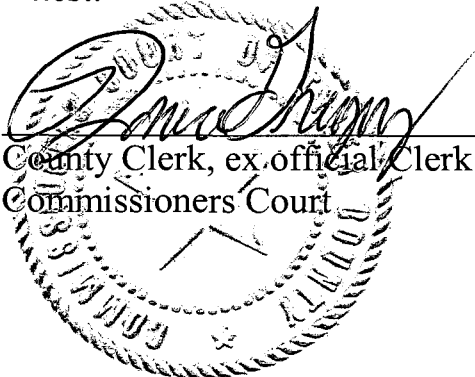
Joe Marshall  
Commissioner, Precinct 3

J. A. Walton  
Commissioner, Precinct 4

James Owen  
County Judge

Attest:

[Signature]  
County Clerk, ex official Clerk of the  
Commissioners Court



County Maintained Road  
Other Road  
Grid Line

# Tyler County, Texas

30

Scale 1 in = 2000 ft



Adison, Bass & Assoc.  
512-482-0701  
R.Bass@Allison-Bass.com

50

12-Nov-2005

Numbers Along Margins reflect  
Page # of Adjacent Map Grids

Map #

40

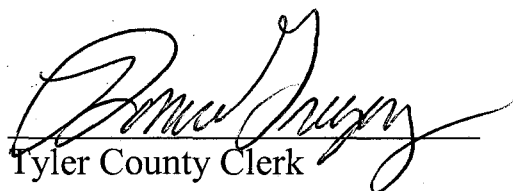
**NOTICE OF INTEREST IN ROADS  
MAINTAINED BY TYLER COUNTY, TEXAS**

Pursuant to Chapter 258 of the Texas Transportation Code, Notice is hereby given that the Tyler County Commissioners Court, on the 13th day of April, 2006, after due notice and public hearing, did Adopt the Tyler County Road Map.

The Tyler County Road Map contains a full and complete list of all county roads maintained by Tyler County on the date of adoption. Any party wishing to contest the public status of the roads depicted on the Tyler County Road Map must do so by filing suit in the District Court of Tyler County, Texas no later than the second anniversary of the date of adoption of the Tyler County Road Map, said date being the 13th day of April, 2008.

The Tyler County Road Map is filed of record in Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Tyler County Minutes of the Commissioners Court.

Date: April 17, 2006

  
Tyler County Clerk

REPORT OF THE JURY OF VIEW

BE IT REMEMBERED, that on the 30 day of March, 2006, a Jury of View authorized by Chapter 258 of the Texas Transportation Code was convened and sworn in, pursuant to public notice, on the \_\_\_ day of \_\_\_\_\_, 2006, at 10:00 a.m., convened in the Commissioners Courtroom of the Tyler County Courthouse, Woodville, Texas.

JURY OF VIEW

The Jury of View was composed of the following individuals, who upon their oath stated that they had no interest in the property situated near or adjacent to the following described road, nor did they have any personal conflict with the nature of the protest, or the party filing the protest, and that they could render fair and unbiased service as a member of the Jury of View.

Members of the Jury of View:

1. Juror 1- BRUCE YOUNG
2. Juror 2- Billy FRANK LEAVEY
3. Juror 3- EMAL R SEALS
4. Juror 4- WADE SKINNER
5. Juror 5- Robert LeBeau
6. Alternate Juror 1- Duylis Doack
- Alternate Juror 2- Wendy Graham

ROAD SUBJECT OF PROCEEDING

The Jury of View, having been duly empanelled and sworn, and having stated that they had no personal interest in the road subject to this proceeding, then heard evidence on the following road:

Road Name or Number: Un~~Numbered~~ Numbered Rd off of 3065 West 6/10<sup>th</sup> mile

Party Filing Protest: Fallon T. Gordon, MD

Nature of Protest:

Request for County to maintain this Un-Numbered Rd

After hearing evidence in a public hearing, and having considered the protest of the party identified above, a copy of the protest having been filed of record in the Minutes of the Commissioners Court, and having considered the standard of proof set forth in Chapter

REPORT OF THE JURY OF VIEW

BE IT REMEMBERED, that on the 30 day of March, 2006, a Jury of View authorized by Chapter 258 of the Texas Transportation Code was convened and sworn in, pursuant to public notice, on the 17 day of March, 2006, at 10:00 a.m., convened in the Commissioners Courtroom of the Tyler County Courthouse, Woodville, Texas.

JURY OF VIEW

The Jury of View was composed of the following individuals, who upon their oath stated that they had no interest in the property situated near or adjacent to the following described road, nor did they have any personal conflict with the nature of the protest, or the party filing the protest, and that they could render fair and unbiased service as a member of the Jury of View.

Members of the Jury of View:

- 1. Juror 1- WADE SKINNER
- 2. Juror 2- Robert LeBault
- 3. Juror 3- Bruce Young
- 4. Juror 4- Earl R. Lewis
- 5. Juror 5- Billy Frank Jones
- 6. Alternate Juror 1- Phillip Noack
- Alternate Juror 2- Willie Graham

ROAD SUBJECT OF PROCEEDING

The Jury of View, having been duly empanelled and sworn, and having stated that they had no personal interest in the road subject to this proceeding, then heard evidence on the following road:

Road Name or Number: C.R. 3143 (Request for Extension)

Party Filing Protest: Fallon T. Gordon, MD

Nature of Protest: Request for Extension of 3143

After hearing evidence in a public hearing, and having considered the protest of the party identified above, a copy of the protest having been filed of record in the Minutes of the Commissioners Court, and having considered the standard of proof set forth in Chapter



258.002(b) of the Texas Transportation Code, the Jury of View has determined by a majority vote that the identified road:

Indicate your vote by striking out the option the Jury of View rejects:

1. The road identified above as ~~\_\_\_\_\_~~ should be retained on the County Road Map upon satisfactory evidence of continuous maintenance of said road by Tyler County since a date prior to 1981.

Or

2. The road identified above as <sup>Requested</sup> Extension of C.R. 3143 should be removed from the County Road Map upon a failure of Tyler County to establish continuous maintenance of said road by Tyler County since a date prior to 1981.

Any special instructions regarding corrections to the County Road map:

\_\_\_\_\_  
\_\_\_\_\_

The Jury of View hereby authorizes this report, the same being executed this 30 day of March, 2006, upon a majority vote of the following members of the Jury of View, voting in accord with this Report.

- 1. Wade Skinnell
  - 2. Robert R. Boyd
  - 3. Bruce Young
  - 4. Earl R. Lewis
  - 5. Doug Dault
- Attest: Dona Gregory  
County Clerk

THE STATE OF TEXAS  
COUNTY OF TYLER

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 30 day of March, 2006 at 2:15 o'clock P. M. and was this day duly recorded at 9:00 A.M., in Vol. 836 Page 47 et seq. OFFICIAL RECORDS of said county.

Witness my hand and official seal at the office in Woodville this 31 day of March, 2006.

Dona Gregory Clerk  
County Court, Tyler County, Texas

By Dean Givers Deputy



## REPORT OF THE JURY OF VIEW

BE IT REMEMBERED, that on the 30 day of March, 2006, a Jury of View authorized by Chapter 258 of the Texas Transportation Code was convened and sworn in, pursuant to public notice, on the 17 day of March, 2006, at 10:00 a.m., convened in the Commissioners Courtroom of the Tyler County Courthouse, Woodville, Texas.

## JURY OF VIEW

The Jury of View was composed of the following individuals, who upon their oath stated that they had no interest in the property situated near or adjacent to the following described road, nor did they have any personal conflict with the nature of the protest, or the party filing the protest, and that they could render fair and unbiased service as a member of the Jury of View.

## Members of the Jury of View:

1. Juror 1- BRUCE YOUNG
2. Juror 2- Billy FRANK LEAVES
3. Juror 3- EMAL R SEALS
4. Juror 4- WADE SKINNER
5. Juror 5- Robert Lebeck
6. Alternate Juror 1- Duquelin Doack
- Alternate Juror 2- William Egan

## ROAD SUBJECT OF PROCEEDING

The Jury of View, having been duly empanelled and sworn, and having stated that they had no personal interest in the road subject to this proceeding, then heard evidence on the following road:

Road Name or Number: Un-Numbered Rd off of 3065 West 6/10 mile

Party Filing Protest: Fallon T. Gordon, MD

Nature of Protest:

Request for County to maintain this Un-Numbered Rd.

After hearing evidence in a public hearing, and having considered the protest of the party identified above, a copy of the protest having been filed of record in the Minutes of the Commissioners Court, and having considered the standard of proof set forth in Chapter

258.002(b) of the Texas Transportation Code, the Jury of View has determined by a majority vote that the identified road:

Indicate your vote by striking out the option the Jury of View rejects:

1. The road identified above as \_\_\_\_\_ should be retained on the County Road Map upon satisfactory evidence of continuous maintenance of said road by Tyler County since a date prior to 1981.

Or

2. The road identified above as UnNumbered Rd off of west 3065 6/105 of mile should be removed from the County Road Map upon a failure of Tyler County to establish continuous maintenance of said road by Tyler County since a date prior to 1981.

Any special instructions regarding corrections to the County Road map:

NO CREATION OF THE ROAD.

The Jury of View hereby authorizes this report, the same being executed this 30 day of March, 2006, upon a majority vote of the following members of the Jury of View, voting in accord with this Report.

- 1. Wade K. Miller
- 3. Earl R. Lewis
- 5. Robert Libbey

2. Big Bank Jones

4. Bruce Young

Attest: Roma Duggan  
County Clerk

THE STATE OF TEXAS  
COUNTY OF TYLER

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 30 day of March 2006 at 2:15 o'clock P.M. and was this day duly recorded at 9:00 A.M., in Vol. 836 Page 49 et seq. OFFICIAL RECORDS of said county.

Witness my hand and official seal at the office in Woodville this 31 day of March 2006.

Roma Duggan Clerk  
County Court, Tyler County, Texas

By Debra Green Deputy



REPORT OF THE JURY OF VIEW

BE IT REMEMBERED, that on the 30 day of March, 2006, a Jury of View authorized by Chapter 258 of the Texas Transportation Code was convened and sworn in, pursuant to public notice, on the \_\_\_ day of \_\_\_\_\_, 2006, at 10:00 a.m., convened in the Commissioners Courtroom of the Tyler County Courthouse, Woodville, Texas.

JURY OF VIEW

The Jury of View was composed of the following individuals, who upon their oath stated that they had no interest in the property situated near or adjacent to the following described road, nor did they have any personal conflict with the nature of the protest, or the party filing the protest, and that they could render fair and unbiased service as a member of the Jury of View.

Members of the Jury of View:

- 1. Juror 1- WADE SKINNER
- 2. Juror 2- Robert LeBeau
- 3. Juror 3- Bruce Young
- 4. Juror 4- Earl R. Jones
- 5. Juror 5- Billy Grant Jones
- 6. Alternate Juror 1- Duylis Noack
- Alternate Juror 2- Willie Graham

ROAD SUBJECT OF PROCEEDING

The Jury of View, having been duly empanelled and sworn, and having stated that they had no personal interest in the road subject to this proceeding, then heard evidence on the following road:

Road Name or Number: C.R. 3143 (Request for Extension)

Party Filing Protest: Fallon T. Gordon, MD

Nature of Protest: Request for Extension of 3143

After hearing evidence in a public hearing, and having considered the protest of the party identified above, a copy of the protest having been filed of record in the Minutes of the Commissioners Court, and having considered the standard of proof set forth in Chapter

258.002(b) of the Texas Transportation Code, the Jury of View has determined by a majority vote that the identified road:

Indicate your vote by striking out the option the Jury of View rejects:

1. ~~The road identified above as \_\_\_\_\_ should be retained on the County Road Map upon satisfactory evidence of continuous maintenance of said road by Tyler County since a date prior to 1981.~~

Or

2. The road identified above as <sup>Requested</sup> Extension of C.R. 3143 should be removed from the County Road Map upon a failure of Tyler County to establish continuous maintenance of said road by Tyler County since a date prior to 1981.

Any special instructions regarding corrections to the County Road map:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Jury of View hereby authorizes this report, the same being executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon a majority vote of the following members of the Jury of View, voting in accord with this Report.

1. <u>Wade St. Miller</u>	2. <u>Robert R. Bouch</u>
3. <u>Bruce Young</u>	4. <u>Earl R. Smith</u>
5. <u>Doug Dault</u>	

Attest: \_\_\_\_\_  
County Clerk

258.002(b) of the Texas Transportation Code, the Jury of View has determined by a majority vote that the identified road:

Indicate your vote by striking out the option the Jury of View rejects:

- 1. The road identified above as \_\_\_\_\_ should be retained on the County Road Map upon satisfactory evidence of continuous maintenance of said road by Tyler County since a date prior to 1981.

Or

- 2. The road identified above as UnNumbered Rd. off of <sup>west 3065 6/105 of mile</sup> should be removed from the County Road Map upon a failure of Tyler County to establish continuous maintenance of said road by Tyler County since a date prior to 1981.

Any special instructions regarding corrections to the County Road map:

NO CREATION OF THE ROAD.

The Jury of View hereby authorizes this report, the same being executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon a majority vote of the following members of the Jury of View, voting in accord with this Report.

- 1. Wade K. ...
- 3. Earl R. ...
- 5. Robert LeBoeuf

- 2. Big Hawk ...
- 4. Bruce Young

Attest: \_\_\_\_\_  
County Clerk

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-15664775**

That we, Chuck W. Marshall, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Emergency Service District # 2, his successors in office,

in the sum of<sup>2</sup> Ten Thousand and no/100 \* \* \* \* \* DOLLARS (\$ 10,000.00 ),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

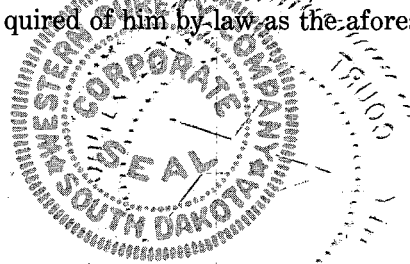
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 30th day of March, 2006

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 23rd day of March, 2006, duly Appointed to the office of Treasurer in and for<sup>3</sup> Spurger VFD, Dist #2  
(Elected-Appointed)

County, State of Texas, for a term of 2 years commencing on the 23rd day of March, 2006.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall<sup>4</sup>



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

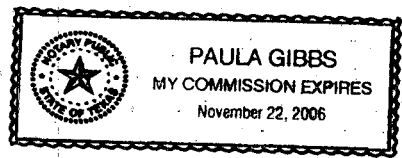
Countersigned \_\_\_\_\_  
By Jay Wilson Resident Agent  
By Chuck W Marshall Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Tyler } ss

Before me, Chuck W Marshall on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Tyler County, Texas, this 30th day of March, 2006.



Paula Gibbs  
Tyler County, Texas  
Western Surety Company  
1-605-336-0850

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay; contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Chuck Marshall, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Treasurer, Emergency Services Dist #2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for ~~the giving or withholding a vote at the election at which I was elected~~ appointed. So help me God.

Signed Chuck W Marshall

Sworn to and subscribed before me at Woodville, Texas, this 30th day of March, 2006.

Wanda Houston

SEAL \_\_\_\_\_ Tyler County, Texas

THE STATE OF TEXAS }  
County of Tyler } ss

The foregoing bond of Chuck Marshall as Treasurer in and for EM Dist #2 County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk Date April 13, 2006  
Donece Gregory Clerk Jerome Owens County Judge,  
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }  
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 30 day of Marsh, 2006, with its certificates of authentication, was filed for record in my office the 13th day of April 2006, at 10:00 o'clock M., and duly recorded the \_\_\_\_\_ day of April, 2006, at \_\_\_\_\_ o'clock M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written  
Donece Gregory Clerk

By \_\_\_\_\_ Deputy County Court Tyler County



# OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court \$1,000 minimum, \$10,000 maximum	County Judge	Commissioners Court	Agric. Code 146.056	"well and truly perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties he collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to him from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	Governor	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	* State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA

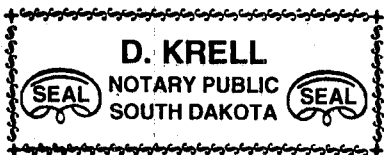
County of Minnehaha

} ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of

Paul T. Bruflat

\_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,  
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his  
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and  
purposes therein set forth.



My Commission Expires November 30, 2006

*D. Krell*

Notary Public

**Resolution**  
**County Government Week 2006**

WHEREAS, Texas counties provide a variety of essential services for the protection and betterment of local communities;

WHEREAS, these important services include defense against crime, front-line emergency response to natural disasters like hurricanes and wildfires, the safety and maintenance of roads and bridges, assistance to senior citizens and youth, public records management, quality-of-life services such as libraries and a host of other beneficial community endeavors;

WHEREAS Texas' 254 counties are a vital arm of government that is closest to the people;

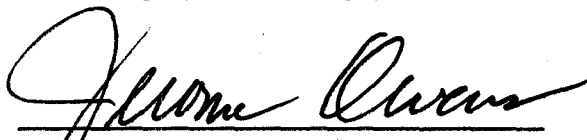

WHEREAS county government is composed of dedicated elected and appointed officials, as well as hard-working employees;

WHEREAS county government provides a voice to its local citizens, innovative solutions to community needs and problems, and cost-effective results that save local taxpayer money;

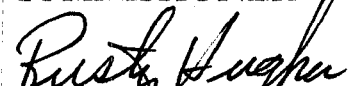
NOW, THEREFORE, be it resolved that April <sup>17-23</sup>~~23-29~~, 2006, is proclaimed as County Government Week in recognition of the leadership, innovation and valuable services provided by county government.

ADOPTED THE 13 DAY OF April 2006.

SIGNED AND ENTERED ON THE ABOVE DATE BY:

  
\_\_\_\_\_  
 County Judge

  
\_\_\_\_\_  
COMMISSIONER

  
\_\_\_\_\_  
COMMISSIONER

  
\_\_\_\_\_  
COMMISSIONER

  
\_\_\_\_\_  
COMMISSIONER

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
HOME PROGRAM**

**HURRICANE RITA DISASTER CONTRACT # 1000599  
OWNER-OCCUPIED HOUSING ASSISTANCE  
WITH  
TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY**

**CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**Awarding Federal Agency:** U.S. Department of Housing and Urban Development

**Award Number:** M \_\_\_\_\_ SG 48-0100

**Award Year:** 2006

**HUD Entity Type:** State Recipient

This contract and agreement in connection with an **OWNER-OCCUPIED HOUSING ASSISTANCE PROGRAM** award ("contract"), is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, an agency of the State of Texas, ("Department"), and **TYLER COUNTY**, a Texas Corporate and Political Body, ("Administrator"), and herein collectively referred to as "parties." For and in consideration of the promises herein made, and the mutual benefits derived and to be derived, the parties hereto agree and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks which are the substance of this contract.

**SECTION 1. CONTRACT PERIOD**

This contract shall be effective and commence on **April 17, 2006** and shall terminate on **April 17, 2007** unless otherwise specifically provided herein ("contract period").

**SECTION 2. ADMINISTRATOR PERFORMANCE**

Administrator agrees to administer an **Owner Occupied Housing Assistance** award in accordance with the HOME Investment Partnerships Act of 1990, 42 U.S.C. 12721 – 12839, (the "Act" or "HOME"); the implementing regulations, 24 C.F.R. Part 92; Tex. Gov't Code Ann. Chapter 2306 (Vernon 2005), the HOME Investment Partnerships Program administrative rules, 10 TAC § 53.50 et seq. (the "HOME Rules"), the HOME Program Procedures Manual (HOME Manual) and the Application Package. Administrator agrees to perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Applicable Laws and Regulations (Exhibit B); and the Certifications attached (Exhibit C); all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Administrator in its application for the project funded under this contract; and with all other terms, provisions, and requirements herein set forth.

**SECTION 3. DEPARTMENT OBLIGATIONS**

- A. In consideration of full and satisfactory performance of the activities referred to in Section 2 of this contract, Department shall be liable for actual and reasonable costs incurred by Administrator during the contract period for performances rendered under this contract by Administrator, subject to the limitations set forth in this Section 3.
1. It is expressly understood and agreed by the parties hereto that Department's obligations under this Section 3 are contingent upon the full and satisfactory performance by

Administrator of the activities herein described and the actual receipt by Department of adequate federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Administrator in writing within a reasonable time after such fact is determined. In that event, this contract shall terminate and neither party shall have any further rights or obligations hereunder.

2. Department shall not be liable to Administrator for any costs incurred by Administrator, which have been paid to Administrator or are subject to payment to Administrator, or have been reimbursed to Administrator or are subject to reimbursement to Administrator, by any source other than Department.
  3. Department shall not be liable to Administrator for any costs incurred by Administrator which are not allowable costs, as set forth in 24 C.F.R. Section 92.205, 92.206, and 92.207 and Section 5 of this contract. Funds provided under this contract may not be used for payment of prohibited activities as more particularly described in 24 C.F.R. Sec. 92.214.
  4. Department shall not be liable to Administrator for any costs incurred by Administrator or for any performances rendered by Administrator which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, and Exhibit C, of this contract.
  5. Department shall not be liable for costs incurred or performances rendered by Administrator before the effective date of this contract or after termination of this contract and shall further not be liable for any costs incurred and not billed to Department within sixty (60) days after the termination of this contract.
- B. Notwithstanding any other provision of this contract to the contrary, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of **THREE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$312,000.00)**.

#### **SECTION 4. DISBURSEMENT OF FUNDS**

- A. Department shall reimburse Administrator for eligible costs incurred under this contract in accordance with the requirements of 24 C.F.R. Part 92. Administrator shall submit to Department at its offices in Travis County, Texas, a properly completed electronic request for reimbursement, as specified by Department, as often as actually needed. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such request. Administrator agrees to attend implementation training prior to the disbursement of any funds under this contract.
- B. Department reserves the right to recapture funds provided under this contract in the event Department determines that Administrator will be unable to expend all funds awarded within the contract period. Administrator acknowledges that in the event Administrator is unable to perform in accordance with the Performance Statement, Administrator shall terminate this contract and surrender Administrator's rights to any remaining funds.
- C. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 4, or in any other provision of this contract, shall not preclude the exercise of any other right or remedy under this contract or under any provision of law. Nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

#### **SECTION 5. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME**

- A. If Administrator is a governmental entity, Administrator shall comply with the requirements of OMB Circular No. A-87; the following requirements of 24 C.F.R. Part 85: Sections 85.6, 85.12,

85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52; and the Uniform Grant Management Standards, 1 TAC §§ 5.141-5.167, unless otherwise specified in this contract.

- B. If Administrator is a non-profit organization, Administrator shall comply with requirements of OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: Sections 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72 and 84.73, unless otherwise specified in this contract.
- C. Administrator shall comply with the requirements of 24 C.F.R. Sec. 92.503 to account for program income, repayments, and recaptured funds related to activities financed in whole or in part with funds provided under this contract. Administrator shall provide reports of program income as requested by Department. Administrator may not retain program income of any kind, however derived, under this contract, including the retention of program income to fund other eligible HOME activities. Program income derived under this contract must be submitted to Department within three (3) days of receipt. In any event, program income received from a prior HOME contract must be disbursed before Administrator requests additional funds from Department.
- D. If Administrator is not a governmental entity, Administrator shall maintain director or officer liability insurance coverage in an amount not less than the value of this contract that is sufficient to protect the interest of the Department in the event an actionable act or omission by a director or officer of Administrator damages the Department's interests. Administrator shall provide Department with certificates of insurance evidencing Administrator's current and effective insurance coverage. Administrator agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. Administrator agrees to suspend the performance of all work performed under this contract until the Administrator satisfies the required coverage requirements, obtains the required policy endorsements and delivers to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from Department that the performance of work under this contract may recommence.

## **SECTION 6.     RETENTION AND ACCESSIBILITY OF RECORDS**

- A. Administrator shall establish and maintain sufficient records, as specified by Department and in accordance with 24 C.F.R. Sec. 92.508(a), including records that demonstrate that each household assisted with funds provided under this contract is income eligible in accordance with 24 C.F.R. Sec. 92.203.
- B. Administrator agrees that Department, the Auditor of the State of Texas, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Administrator pertaining to this contract. Administrator agrees to maintain such records at its regular place of business.
- C. All records pertinent to this contract shall be retained by Administrator for a period of five (5) years following the date of HUD's close-out of the Department's program funding year, except that if any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- D. Administrator acknowledges that Department is subject to the Texas Public Information Act and Administrator agrees to cooperate with Department in responding to requests under the Texas Public Information Act. Administrator further understands and agrees that it shall provide citizens, public agencies, and other interested parties with reasonable access to all records relating to the funds provided under this contract, subject to the restrictions under the Texas Public Information Act relating to privacy and confidentiality.
- E. Administrator shall include the substance of this Section 6 in all of its subcontracts.

## **SECTION 7.     REPORTING REQUIREMENTS**

- A. Administrator shall submit to Department such reports on the operation and performance of this contract as may be required by Department, including but not limited to the reports specified in this Section 7. Administrator shall provide Department with all reports necessary for Department's compliance with 24 C.F.R. Part 92.
- B. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Administrator fails to submit to Department in a timely and satisfactory manner any report required by this contract or the HOME Manual, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Administrator hereunder. If Department withholds such payments, it shall notify Administrator in writing of its decision, the reasons for this action and the time period in which Administrator must bring itself into compliance. Payments withheld pursuant to this paragraph may be held by Department until such time as the Administrator is in compliance with the requirements for which funds are being withheld. If Administrator fails to perform as required within the stated cure period, Department may terminate this contract and Administrator hereby agrees and acknowledges that upon termination, Administrator's rights to any funds shall be terminated.

## **SECTION 8.     MONITORING**

Department reserves the right, from time to time, to carry out field inspections and desk reviews to ensure compliance with the requirements of this contract. After each monitoring visit or desk review, Department shall provide Administrator with a written report of the monitor's findings. If the monitoring reports note deficiencies in Administrator's performance under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Administrator. Failure by Administrator to take the action specified in the monitoring report may be cause for suspension, termination or repayment of this contract, as provided in Sections 16, 17, and Section 18 of this contract. Administrator agrees to attend training, as required by Department, including 1<sup>st</sup> Wednesday Program and 1<sup>st</sup> Thursday Income Eligibility workshops.

## **SECTION 9.     INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties hereto that Department is contracting with Administrator as an independent contractor, and that Administrator, as such, agrees to hold Department harmless and to the extent allowed by law indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Administrator under this contract.

## **SECTION 10.    SUBCONTRACTS**

- A. Administrator shall only subcontract for performance of activities described in this contract after Administrator has submitted the appropriate documentation verifying the subcontractor's eligibility, as specified by Department, for each such proposed subcontract, and Administrator has obtained Department's written approval, based on the information submitted, of Administrator's intent to enter into such proposed subcontract. Administrator, in subcontracting for any activities described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Administrator's subcontractor(s).
- B. In no event shall any provision of this Section 10, specifically the requirement that Administrator obtain Department's prior written approval of a subcontractor's eligibility, be construed as

relieving Administrator of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Administrator. Department's approval under this Section 10 does not constitute adoption, ratification, or acceptance of Administrator's or subcontractor's performance hereunder. Department maintains the right to insist upon Administrator's full compliance with the terms of this contract, and by the act of approval under this Section, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

- C. Administrator shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract. Administrator shall ensure compliance with the requirements of 24 C.F.R. Sections 84.40 through 84.48 (if Administrator is a nonprofit organization) or 24 C.F.R. Sections 85.36 (if Administrator is a government entity), in the procurement of property and services.

## **SECTION 11. CONFLICT OF INTEREST**

- A. Administrator shall ensure that no employee, agent, consultant, officer or elected or appointed official of Administrator, who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or who is in a position to participate in a decision making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract, or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. Administrator shall ensure that no employee, officer, or agent of Administrator shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- C. Administrator shall include the substance of this Section 11 in all of its subcontracts.

## **SECTION 12. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

- A. Administrator shall ensure that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 at 12 U.S.C. 1701u that:
  - 1. to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and
  - 2. to the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.



- B. None of the performances rendered by Administrator under this contract shall involve, and no portion of the funds received by Administrator under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship. Administrator shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development at 24 C.F.R. Sec. 92.257.
- C. Administrator shall include the substance of this Section 12 in all of its subcontracts.

### **SECTION 13. LEGAL AUTHORITY**

- A. Administrator assures and guarantees Department that Administrator possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Administrator has obligated itself to perform under this contract.
- B. The person(s) signing and executing this contract on behalf of Administrator, does hereby warrant and guarantee that he is duly authorized by Administrator to execute this contract on behalf of Administrator and to validly and legally bind Administrator to all the terms, performances, and provisions of this contract.
- C. Administrator shall not employ, award contracts to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U. S. Department of Housing and Urban Development. In addition, Department shall have the right to suspend or terminate this contract if Administrator is debarred, suspended, proposed for debarment, or is otherwise ineligible from participating in the HOME Program. Administrator acknowledges and agrees that this section specifically includes, but is not limited to, consultants hired by Administrator to assist Administrator in any aspect relative to the activities of this contract.

### **SECTION 14. LITIGATION AND CLAIMS**

- A. Administrator shall give Department immediate notice, in writing, of the occurrence of any of the following events:
  - 1. any action, including any proceeding before an administrative agency, filed against Administrator in connection with this contract; and
  - 2. any claim against Administrator, the cost and expense of which Administrator may be entitled to be reimbursed by Department.
- B. Except as otherwise directed by Department, Administrator shall furnish immediately to Department copies of all pertinent papers received by Administrator with respect to such action or claim.

### **SECTION 15. CHANGES AND AMENDMENTS**

- A. Except as specifically provided otherwise in this contract, any changes, additions, or deletions to the terms of this contract shall be in writing and executed by both parties to this contract. An executed facsimile copy will be sufficient to evidence the parties agreement to any amendment, revision or change to this contract.
- B. It is understood and agreed by the parties hereto that performance of all activities under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to Department by Administrator, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, the parties herein agree that the activities under this contract are amended by the provisions of the HOME Manual and any amendments or revisions thereto, and may be further amended in the following manner:

1. Department may, from time to time during the contract period, issue policy revisions which serve to establish, interpret, or clarify the performance requirements under this contract. Such policy directives shall:
    - a. be promulgated in the form of HOME Program Policy Issuances;
    - b. have the effect of qualifying the terms of this contract; and
    - c. be binding upon Administrator as if written herein.
  2. Provided, however, that said policy revisions and any amendments to the HOME Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 3 of this contract to reimburse costs incurred by Administrator prior to the effective date of said amendment or policy directive.
- C. Any changes, additions, or deletions to the terms of this contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this contract without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

## **SECTION 16. SUSPENSION**

In the event Administrator fails to comply with any term of this contract, Department may, upon written notification to Administrator, suspend this contract in whole or in part, withhold further payments to Administrator, and prohibit Administrator from incurring additional obligations for funds under this contract. Administrator acknowledges that it does not have a right to suspension as a pre-requisite to termination.

## **SECTION 17. TERMINATION**

Department may terminate this contract in whole or in part, in accordance with this section. If Administrator has not achieved substantial progress in performance of this contract within six (6) months of the effective date of this contract, this contract will terminate. In the event Administrator fails to materially comply, in Department's sole discretion and judgment, with any term of this contract, or any term stated in a federal statute or regulation, or with any assurance given to Department by Administrator, or with any term in a state plan, or with Administrator's application, the notice of award, or elsewhere, Department may take any of the following actions:

- A. temporarily withhold cash payments pending correction of the deficiency by the Administrator;
- B. disallow all or part of the cost of the activity or action not in compliance;
- C. suspend this contract upon written notification to Administrator of the deficiency and the period within which Administrator must comply;
- D. accept Administrator's failure to comply or correct any deficiency within the time period set forth in any written notice of suspension as evidence of Administrator's inability to perform under the terms of this contract, Administrator's intent to terminate this contract and Administrator's agreement to surrender all rights to remaining funds;
- E. withhold further HOME awards from Administrator;
- F. take more severe enforcement action against Administrator by taking any other remedies that may be legally available to Department, as determined by Department, to assure compliance with the terms of this contract.

## **SECTION 18. AUDIT**

- A. In addition to the requirements of Section 6(B) of this contract, Administrator shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by the Department for each fiscal year in which any months of the Administrator's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, Administrator shall arrange for the performance of an annual financial and compliance audit of

funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Administrator shall have an audit conducted in accordance with 24 C.F.R. Section 84.26 or Section 85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 1 of this contract in which Administrator has expenses of more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.
  2. At the option of Administrator, each audit required by this section may cover either Administrator's entire operations or each department, agency, or establishment of Administrator which received, expended, or otherwise administered federal funds.
  3. Notwithstanding anything to the contrary in Section 3, Administrator may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract. Provided, however, Department shall not make payment for the cost of such audit services until Department has received the audit report from Administrator.
  4. Unless otherwise specifically authorized by Department in writing, Administrator shall submit two (2) copies of the report of such audit to Department within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.
- B. Notwithstanding anything in Section 18(A) to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Administrator agrees to permit Department, or its authorized representative, to audit Administrator's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- C. Administrator understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Administrator further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Administrator from funds which were not provided or otherwise made available to Administrator under this contract.
- D. Administrator shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Administrator.
- E. All approved HOME audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

## **SECTION 19. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

- A. The environmental effects of each activity carried out with funds provided under this contract must be assessed in accordance with the provisions of the HOME manual, National Environmental Policy Act of 1969 and the related activities listed in HUD's implementing regulations at 24 C.F.R. Parts 50 and 58. Each such activity must have an environmental review completed and support documentation prepared complying with the National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Parts 50 and Part 58. No funds may be committed to an activity before the completion of the environmental review process, including the requirements of 24 C.F.R. Sec. 58.6.
- B. If funds are provided under this contract to a "state recipient," Department is responsible for release of funds requests and is the Responsible Entity (RE) that assumes all environmental

responsibilities of the U.S. Department of Housing and Urban Development pursuant to 24 CFR Part 58, "Subpart H – Release of Funds for Particular Projects."

- C. A non-governmental entity is not delegated authority to become an RE and make environmental determinations and therefore, shall assist Department in completing the environmental review by providing all relevant information needed to perform an environmental review, or carry out mitigating measures required, or selecting an alternate property for assistance. Both governmental and non-governmental entities shall attend implementation training for environmental assessment.
- D. The assessments must be satisfactory to Department. This contract is conditional in nature and does not grant Administrator legal claim to any HOME funds for a specific project or site until the environmental review process is approved by Department. The agreement to provide funds to the project is conditional on Department's or Administrators determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

## **SECTION 20. SPECIAL CONDITIONS**

- A. Department shall not release any funds for any costs incurred by Administrator under this contract until Department has received certification from Administrator that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of, and accounting for, funds provided under this contract. Department shall specify the content and form of such certification.
- B. Upon termination of this contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this contract, shall revert to Department. Administrator shall return these assets to Department within seven (7) business days after the date of termination.
- C. Funds provided under this contract may not be used in connection with rehabilitation of a house located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification regarding such hazards and flood insurance is obtained as a condition of approval of the commitment.
- D. Administrator agrees that all repayments, including all interest and any other return on the investment of funds provided under this contract, shall be made to Department. All program income received by Administrator for funds utilized under this contract must be submitted to Department within three (3) days of receipt by Administrator.
- E. Administrator shall adopt affirmative marketing procedures and requirements. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. Section 92.351. The procedures and requirements shall be prepared in accordance with the HOME Manual.

## **SECTION 21. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.
- B. The attachments enumerated and denominated below are a part of this contract and constitute promised performances under this contract:
  - 1. Exhibit A, Performance Statement
  - 2. Exhibit B, Applicable Laws and Regulations
  - 3. Exhibit C, Certifications

**SECTION 22. VENUE**

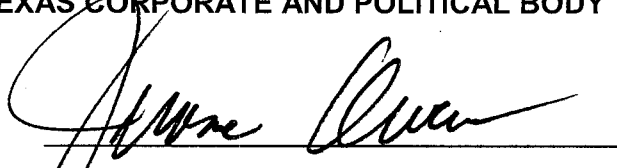
For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

**SECTION 23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW**

Administrator shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Administrator under this contract. Upon request by Department, Administrator shall furnish satisfactory proof of its compliance therewith.

**TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY**

By: \_\_\_\_\_

  
Jerome Owens  
County Judge

Date: 4-13-06

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: \_\_\_\_\_

William Dally  
Acting Executive Director

Date: \_\_\_\_\_

This contract was approved by the Texas Department of Housing and Community Affairs Board of Directors on **March 20, 2006**, and is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or by his/her authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT A

PERFORMANCE STATEMENT

TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY

Administrator shall carry out the following activities identified in its 2006 HOME Program Hurricane Rita Disaster Application Number: 2006-0005 RDR

**OWNER OCCUPIED HOUSING ASSISTANCE PROGRAM**

Administrator shall implement an Owner-Occupied Housing Assistance Program in accordance with 24 C.F.R. Part 92, Title 10 Part 1, Chapter 53, TDHCA Policy Issuances regarding the HOME Program, and HUD Waiver of HOME Requirements for Participating Jurisdiction in Presidentially Declared Disaster Areas Due to Hurricane Rita, dated October 4, 2005. Administrator shall submit to Department, Program Design Options for Departmental approval prior to setting up an activity or utilizing project funds.

Administrator shall use the funds provided under this contract to provide assistance to rehabilitate or reconstruct a minimum of **6** houses, each of which must be the principal residence of the homeowner assisted.

HOME Owner Occupied Housing Assistance shall be:

1. In the Form of a **grant** for households whose income is at or below 30% AMFI, as defined by HUD.
2. In the form of a **five-year deferred forgivable loan** for households whose income is from 31% to 50% AMFI, as defined by HUD.
3. In the form of a **zero percent, thirty year repayable loan** for households whose income is 51% to 80% AMFI, as defined by HUD.

In instances where a manufactured housing unit will be replaced by site built housing or homeowner will relocate to an alternate housing site, HOME assistance shall be:

1. In the form of a fifteen-year deferred forgivable loan (based on assistance above \$40,000) for households whose income is 50% and below the Area Median Family Income as defined by HUD.
2. In the form of a zero percent, thirty year repayable loan for households whose income is 51% to 80% the Area Median Family Income, as defined by HUD.

**ZERO (0)** of the **SIX (6)** assisted homeowners shall have incomes that are thirty percent (30%) or less of the area median family income (AMFI), as defined by HUD.

**SIX (6)** of the **SIX (6)** assisted homeowners shall have incomes that are fifty percent (50%) or less of the area median family income (AMFI), as defined by HUD.

**ZERO (0)** of the **SIX (6)** assisted homeowners shall have incomes that are sixty percent (60%) or less of the area median family income (AMFI), as defined by HUD.

**ZERO (0)** of the **SIX (6)** assisted homeowners shall have incomes that are eighty percent (80%) or less of the area median family income (AMFI) as defined by HUD.

**All SIX (6) assisted homeowners will be victims directly affected by the disaster caused by Hurricane Rita which occurred on September 24, 2005.**

Each unit must meet State and local health and safety codes. All repairs, must, at a minimum, meet or exceed the Texas Minimum Construction Standards (TMCS), FHA minimum standards, as well as local building codes and zoning ordinances. If a home is reconstructed, Administrator must also ensure compliance with the universal design features in new construction, established by §2306.514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code.

Administrator is limited to serving homeowners whose primary residence is located in **TYLER COUNTY**, Texas, unless otherwise approved by Department.

**MATCH**

**NO MATCH REQUIREMENT**

**ADMINISTRATION**

Administrator may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in accordance with Sections 3, 4, and 5 of this contract and 24 C.F.R Sec. 92.207 in an amount that is not more than four percent (4%) or **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)** of the total amount of project funds received under this contract.

Administrator shall be allowed to draw up to ten percent (10%) of the actual allowable administrative costs incurred at the initial state of the contract, with the remaining ninety percent (90%) funded on a pro rata basis, based on draws.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

**EXHIBIT B**

**THE APPLICABLE LAWS AND REGULATIONS**

**TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY**

Administrator shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Administrator under this contract, including but not limited to the laws and the regulations specified in Section I through IV of this Exhibit B.

**I. CIVIL RIGHTS**

In addition to The Fair Housing Act (42 U.S.C. 3601 et seq. and implementing regulations at 24 C.F.R. part 100), specific federal requirements are set forth in 24 C.F.R. Part 5

**II. LEAD-BASED PAINT**

Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4821 et seq. and 24 C.F.R. Part 35

**III. ENVIRONMENTAL STANDARDS**

The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et. seq.) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.

**IV. ACQUISITION/RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4201 - 4655 and 49 C.F.R. Part 24



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY

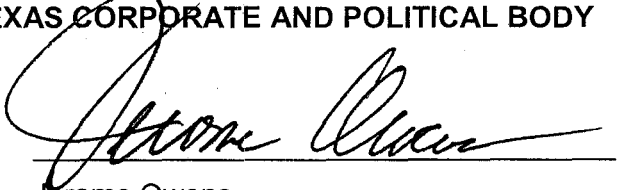
The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TYLER COUNTY,  
A TEXAS CORPORATE AND POLITICAL BODY

By: \_\_\_\_\_

  
Jerome Owens  
County Judge

Date: \_\_\_\_\_

4-13-06

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

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON THURSDAY, APRIL 13, 2006 AT 8:30 A.M. IN THE COMMISSIONERS' COURTROOM, FIRST FLOOR, TYLER COUNTY COURTHOUSE.

AGENDA

- 1. ✓ CONSIDER AND APPROVE COMMISSIONER'S COURT MINUTES. *n/m all eyes*
- 2. ✓ CONSIDER AND APPROVE PAYING TYLER COUNTY BILLS. *H/M*
- 3. ✓ CONSIDER AND APPROVE ORDER ADOPTING COUNTY ROAD MAP AS PROVIDED BY ALLISON, BASS & ASSOCIATES AS FOLLOWS:  
"THE COMMISSIONERS' COURT OF TYLER COUNTY, TEXAS WILL CONVENE IN PUBLIC SESSION ON THE 13<sup>TH</sup> DAY OF APRIL, 2006 TO TAKE UP FOR CONSIDERATION AND POSSIBLE ACTION THE ADOPTION OF A COUNTY ROAD MAP PURSUANT TO CHAPTER 258 OF THE TEXAS TRANSPORTATION CODE."
- 4. ✓ CONSIDER AND APPROVE ECONOMIC DEVELOPMENT PROJECT AS PRESENTED BY DAVID WAXMAN OF DAVID WAXMAN, INC. *w/m all eyes*
- 5. ✓ OPEN BIDS AND ACCEPT BID AND/OR REJECT BIDS TO PURCHASE TRANSPORT UNIT AND TWO PATROL UNITS FOR SHERIFF'S DEPARTMENT. *w/m all eyes*
- 6. ✓ GO OUT FOR BIDS TO PURCHASE PATROL UNIT TO BE PAID BY IVANHOE PROPERTY OWNERS ASSOCIATION. *n/h all eyes*
- 7. ✓ OPEN BIDS AND ACCEPT BID AND/OR REJECT BIDS FOR ROAD MATERIAL, CULVERTS AND CRACKED FUEL OIL FOR ROAD & BRIDGE. *bids open on 5-8 @ 10:00 AM*
- 8. ✓ OPEN BIDS AND ACCEPT BID AND/OR REJECT BIDS FOR PETROLEUM PRODUCTS FOR ROAD & BRIDGE AND SHERIFF'S DEPARTMENT.
- 9. ✓ CONSIDER AND APPROVE BOND FOR CHUCK MARSHALL, TREASURER, EMERGENCY SERVICES DISTRICT #2. *w/m all eyes*
- 10. ✓ CONSIDER AND APPROVE ROGER MCGEE AND BETTY CROZIER TO THE BOARD OF COMMISSIONERS, EMERGENCY SERVICES DISTRICT #5 FOR A TWO YEAR TERM. TERMS TO EXPIRE JANUARY 1, 2008. *m/w all eyes*
- 11. ✓ CONSIDER AND APPROVE 2006 BUDGET FOR EMERGENCY SERVICES DISTRICT #5. *m/w all eyes*
- 12. ✓ CONSIDER AND APPROVE RESIGNATION OF THOMAS GIBSON, SECRETARY, EMERGENCY SERVICES DISTRICT #4. *n/w all eyes*
- 13. ✓ CONSIDER AND APPROVE MARK HATCH AS SECRETARY TO EMERGENCY SERVICES DISTRICT #4.
- 14. ✓ CONSIDER AND APPROVE RESOLUTION IN SUPPORT OF COUNTY GOVERNMENT WEEK. *Kies will visit school visits of officials to visit*
- 15. ✓ GO OUT FOR BIDS TO PURCHASE FRONT END LOADER WITH TRADE-IN AND WITHOUT TRADE-IN, PCT. 3. *Shippell*
- 16. ✓ GO OUT FOR BIDS TO PURCHASE NEW BACKHOE, PCT. 3. *m*
- 17. ✓ CONSIDER AND APPROVE HOME PROGRAM OWNER OCCUPIED ASSISTANCE CONTRACT BETWEEN TYLER COUNTY AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. *For \$300,000 Grant*
- 18. ✓ CONSIDER AND APPROVE ROCK PIT AGREEMENT BETWEEN BARNEY TARVER AND TYLER COUNTY.
- 19. ✓ CONSIDER AND APPROVE PROCLAMATION FOR NATIONAL CRIME VICTIMS' RIGHTS.
- 20. ✓ CONSIDER AND APPROVE PROCLAMATION FOR SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH.
- 21. ✓ CONSIDER AND APPROVE PROCLAMATION DECLARING MAY AS ELDER ABUSE PREVENTION MONTH.

*[Signature]*  
DOROME OWENS  
COUNTY JUDGE

*[Signature]*  
NO. \_\_\_\_\_ TIME 11:35 AM

CINDY FERTITTA (w/ Child Welfare Board)  
Karen Stafford - Forest Service  
w/ adjourn 9:30 AM

*[Signature]*  
Jackie Skinner