

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING

September 15, 2006 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 15th day of September, 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,
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
MELISSIE EVANS	DISTRICT CLERK

A motion was made by Commissioner Walston and seconded by Commissioner Marshall  
to approve the minutes of September 11, 2006. All voted yes and none no.

A motion was made by **Commissioner Hughes** to approve paying the bills as submitted  
by the County Auditor. **Commissioner Nash** seconded the motion. All voted yes and  
none no. SEE ATTACHED.

**Commissioner Hughes** motioned to permit Springfield Pipeline Co. and Eagle Rock  
Pipeline Co. to cross county roads as presented in **Precinct #2 and Precinct #3**. The  
motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE  
ATTACHED.

The County opened and presented the only proposal received for the renovation of the  
**J.B. Best Building**. A motion was made by **Commissioner Marshall** and seconded by  
**Commissioner Walston** to table consideration for further study. All voted yes and none  
no.

**Commissioner Marshall** indicated he would be looking at purchasing a mower to mow  
the field at the **Tyler County Airport**; therefore, he motioned to reject the one bid  
received and opened at the previous meeting. **Commissioner Walston** seconded the  
motion. All voted yes and none no.

After study of the bids for **disposal of solid waste**, **Commissioner Walston** reported that  
after consideration that the cheapest bid would require more mileage from county  
vehicles, which would increase cost, he motioned to remain with IESI for disposal of  
waste from the **Collection Center**. **Commissioner Marshall** seconded the motion. All  
voted yes and none no.

David Waxman made the court aware of some changes to the Disaster Recovery Fund  
project. This project is trying to securing a **grant** for generators for the county, water  
supply corporations and the Tyler County Hospital. He stated the state had disallowed  
the generator for the county, but not yet the ones for the water companies and the  
hospital. This would be a two million dollar allocation to Tyler County. Judge Owens  
stated that through good management by all the commissioners, the funds the county  
would receive would go toward assets and not repaying debt incurred from the hurricane,  
as in other counties. A motion was made by **Commissioner Walston** to approve the  
Agreement for grant administration and project implementation services by David  
Waxman Inc. The motion was seconded by **Commissioner Marshall**. All voted and none  
no.

No one was available to present a memorandum between Texas Department of Health  
and the county; therefore, **Commissioner Nash** motioned to table consideration until a  
later date. The motion was seconded by **Commissioner Walston**. All voted yes and  
none no.

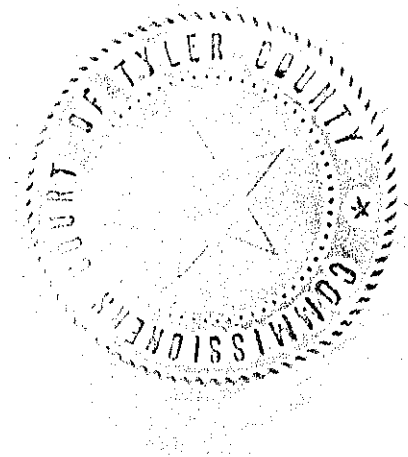
Commissioner Nash motioned the meeting adjourned and Commissioner Walston seconded.

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 September 15, 2006. Witness my hand and seal of office on this the 15th day of September, 2006.

Attest:

  
Donece Gregory, County Clerk, Tyler County, Texas



## ALL RECORDS FROM 09/11/2006 TO 09/11/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 010-414-009	TELEPHONE	ACCT #409 A63-6005	082106A	08/31/2006	09/11/2006		50.02
AVAYA, INC.	2006 010-407-009	TELEPHONE	ACCT #0101995823	2724133034	09/05/2006	09/11/2006		45.83
CHESTER VOL. FIRE DEPT.	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
CINGULAR WIRELESS	2006 010-411-009	TELEPHONE	ACCT #767498764	X08252006	09/05/2006	09/11/2006		147.14
CINGULAR WIRELESS	2006 010-419-009	TELEPHONE	ACCT#766761364	X08252006A	09/08/2006	09/11/2006		73.26
CITY OF WOODVILLE	2006 010-442-035	UTILITIES-COURTHD	07152002	09102006ANNE	09/05/2006	09/11/2006		196.05
CITY OF WOODVILLE	2006 010-442-038	UTILITIES-JUSTICE	ACCT #05119001	09102006JC	09/05/2006	09/11/2006		1,953.89
CITY OF WOODVILLE	2006 010-442-033	UTILITIES-TAX OFF	ACCT #01024002	09102006TD	09/05/2006	09/11/2006		137.80
CITY OF WOODVILLE	2006 010-442-039	UTILITIES-WHEAT B	ACCT #07152001	09102006TCC	09/05/2006	09/11/2006		153.80
COLMESNEIL VOL. FIRE DE	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
DAM B VOL. FIRE DEPT.	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
DAVIS, JIMMY	2006 010-413-009	TELEPHONE	125059750	15608	09/05/2006	09/11/2006		37.03
ENTERGY	2006 010-442-035	UTILITIES-COURTHD	ACCT #521552	09012006TCC	09/07/2006	09/11/2006		2,746.31
ENTERGY	2006 010-442-038	UTILITIES-JUSTICE	ACCT #521577	09012006JC	09/07/2006	09/11/2006		7,935.44
ENTERGY	2006 010-442-039	UTILITIES-WHEAT B	ACCT #2977369	09012006TC	09/07/2006	09/11/2006		417.38
ENTERGY	2006 010-442-033	UTILITIES-TAX OFF	ACCT #619032	09012006TD	09/07/2006	09/11/2006		649.37
ENTERGY	2006 010-442-038	UTILITIES-JUSTICE	ACCT #521353	09012006SD	09/07/2006	09/11/2006		68.15
ENTERGY	2006 010-442-034	UTILITIES-NUTRITI	ACCT# 451094/NUTRIT	09112006	09/08/2006	09/11/2006		1,412.58
FRED VOL. FIRE DEPARTME	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
GARDNER, SHERRY	2006 010-439-001	SALARIES & ALLOWA	MO CAR ALLOWANCE		09/11/2006	09/11/2006		150.00
MANN, ROBERT H ATTY	2006 010-408-055	COURT APPOINTED A	CAUSE #10228,10248,	08282006	08/30/2006	09/11/2006		2,200.00
MANN, ROBERT H ATTY	2006 010-408-055	COURT APPOINTED A	CAUSE #9644	08242006	08/30/2006	09/11/2006		350.00
MANN, ROBERT H ATTY	2006 010-415-055	COURT APPOINTED A	CONSTANCE FERCHAU	08182006	08/30/2006	09/11/2006		475.00
POHLE, FLOYD, MD.	2006 010-436-022	COUNTY HEALTH OFF	MONTHLY ALLOWANCE		09/11/2006	09/11/2006		300.00
SBC LONG DISTANCE	2006 010-401-009	PROBATION TELEPHD	808949202	08042006	08/31/2006	09/11/2006		61.98
SBC LONG DISTANCE	2006 010-402-009	TELEPHONE	808949202	08042006CC	08/31/2006	09/11/2006		10.69
SBC LONG DISTANCE	2006 010-405-009	TELEPHONE	808949202	08042006VS	08/31/2006	09/11/2006		3.58
SBC LONG DISTANCE	2006 010-407-009	TELEPHONE	808949202	08042006DC	08/31/2006	09/11/2006		3.43
SBC LONG DISTANCE	2006 010-409-009	TELEPHONE	808949202	08042006DJ	08/31/2006	09/11/2006		.19
SBC LONG DISTANCE	2006 010-411-009	TELEPHONE	808949202	08042006JP1	08/31/2006	09/11/2006		2.50
SBC LONG DISTANCE	2006 010-413-009	TELEPHONE	808949202	08042006JP3	08/31/2006	09/11/2006		.18
SBC LONG DISTANCE	2006 010-414-009	TELEPHONE	808949202	08042006JP4	08/31/2006	09/11/2006		.03
SBC LONG DISTANCE	2006 010-419-009	TELEPHONE	808949202	08042006DA	08/31/2006	09/11/2006		21.53
SBC LONG DISTANCE	2006 010-420-009	TELEPHONE	808949202	08042006TA	08/31/2006	09/11/2006		20.93
SBC LONG DISTANCE	2006 010-421-009	TELEPHONE	808949202	08042006CJ	08/31/2006	09/11/2006		8.36
SBC LONG DISTANCE	2006 010-422-009	TELEPHONE	808949202	08042006CA	08/31/2006	09/11/2006		.95
SBC LONG DISTANCE	2006 010-423-009	TELEPHONE	808949202	08042006CT	08/31/2006	09/11/2006		5.72
SBC LONG DISTANCE	2006 010-426-009	TELEPHONE	808949202	08042006SD	08/31/2006	09/11/2006		119.00
SBC LONG DISTANCE	2006 010-430-009	TELEPHONE - HIGHW	808949202	08042006DPS	08/31/2006	09/11/2006		10.41
SBC LONG DISTANCE	2006 010-430-010	TELEPHONE - PARKS	808949202	08042006PW	08/31/2006	09/11/2006		.07
SBC LONG DISTANCE	2006 010-430-011	TELEPHONE - DRIVE	808949202	08042006DL	08/31/2006	09/11/2006		9.16
SBC LONG DISTANCE	2006 010-440-015	SERVICE CONTRACTS	808949202	08042006DP	08/31/2006	09/11/2006		5.11
SBC LONG DISTANCE	2006 010-439-009	TELEPHONE	808949202	08042006ES	08/31/2006	09/11/2006		28.08
SEAMANS, LANCE	2006 010-439-024	OUT-OF-COUNTY TRA	REIMBURSE MILAGE	09112006	09/08/2006	09/11/2006		126.38
SPURGER VOL. FIRE DEPT.	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
TYLER COUNTY RURAL FIRE	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
VERIZON WIRELESS	2006 010-421-009	TELEPHONE	ACCT #209589752-000	1219510637	09/08/2006	09/11/2006		42.95
VERIZON WIRELESS	2006 010-426-009	TELEPHONE	ACCT #909936855-000	1219938500	09/08/2006	09/11/2006		564.16
WARREN VOL. FIRE DEPT.	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
WHITE TAIL RIDGE FIRE D	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
WILDWOOD VOL. FIRE DEPT	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
WINDSTREAM	2006 010-413-009	TELEPHONE	ACCT #125059392	08242006	08/30/2006	09/11/2006		53.90
WOODVILLE VOL. FIRE DEP	2006 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOW		09/11/2006	09/11/2006		75.00
WRIGHT, RUSSELL J	2006 010-408-055	COURT APPOINTED A	CASE #10238	08282006	08/30/2006	09/11/2006		350.00

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 21,698.84

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CINGULAR WIRELESS	2006 021-451-035	UTILITIES	ACCT 885331866	X08172006	08/30/2006	09/11/2006		44.75
ENTERGY	2006 021-451-035	UTILITIES	ACCT #2829074	09062006	08/30/2006	09/11/2006		95.02
ENTERGY	2006 021-451-035	UTILITIES	ACCT #451030	09012006PCT1	09/07/2006	09/11/2006		101.43
SBC LONG DISTANCE	2006 021-451-035	UTILITIES	808949202	08042006PCT1	08/31/2006	09/11/2006		4.47
SENECA WATER SUPPLY COR	2006 021-451-035	UTILITIES	ACCT #166	08312006	09/08/2006	09/11/2006		12.14
VERIZON WIRELESS	2006 021-451-035	UTILITIES	ACCT #709896997-000	1219379853	09/08/2006	09/11/2006		89.36
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								347.17





## ALL RECORDS FROM 09/11/2006 TO 09/11/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 024-451-035	UTILITIES	ACCT #409 A63-6005	082106	08/31/2006	09/11/2006		37.52
CINGULAR WIRELESS	2006 024-451-035	UTILITIES	ACCT #881991355	108222006	09/08/2006	09/11/2006		113.06
ENTERGY	2006 024-451-035	UTILITIES	ACCT #485012	09012006PCT4	09/07/2006	09/11/2006		106.41
SBC LONG DISTANCE	2006 024-451-035	UTILITIES	808949202	08042006PCT4	08/31/2006	09/11/2006		4.47
SBC LONG DISTANCE	2006 024-451-035	UTILITIES	808949202	08042006PCT4	08/31/2006	09/11/2006		.51
TYLER COUNTY WATER SUPP	2006 024-451-035	UTILITIES	ACCT# 583	091006	08/30/2006	09/11/2006		20.81
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								282.78

ALL RECORDS FROM 09/11/2006 TO 09/11/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SAM HOUSTON ELECTRIC CO	2006 025-451-035	UTILITIES	ACCT #34268-3	09152006TCA	09/05/2006	09/11/2006		14.00
SAM HOUSTON ELECTRIC CO	2006 025-451-035	UTILITIES	ACCT #34268-3	09152006TCA1	09/05/2006	09/11/2006		117.60
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								131.60



ALL RECORDS FROM 09/11/2006 TO 09/11/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CITY OF WOODVILLE	2006 026-451-035	UTILITIES	ACCT #02030001	09102006RA	09/05/2006	09/11/2006		346.25
SAM HOUSTON ELECTRIC CO	2006 026-451-035	UTILITIES	ACCT # 5598-8	08292006	09/08/2006	09/11/2006		111.10
SAM HOUSTON ELECTRIC CO	2006 026-451-035	UTILITIES	ACCT # 14006-1	08292006RA	09/08/2006	09/11/2006		17.60
SAM HOUSTON ELECTRIC CO	2006 026-451-035	UTILITIES	ACCT # 131357-6	08292006RA1	09/08/2006	09/11/2006		23.70
SAM HOUSTON ELECTRIC CO	2006 026-451-035	UTILITIES	ACCT # 131357-6	08292006RA2	09/08/2006	09/11/2006		13.50
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								512.15





ALL RECORDS FROM 09/11/2006 TO 09/11/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
VERIZON WIRELESS	2007 054-451-009	TELEPHONE	209712392-0001/JUV	1219511971	09/08/2006	09/11/2006		215.92
								----- 215.92
			TOTAL VOUCHERS					24,111.51

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 010-401-009	TELEPHONE	PHONE BILL COMM COU	09152006DC	09/13/2006	09/15/2006		125.79
A T & T	2006 010-402-009	TELEPHONE	PHONE BILL CO CLERK	09152006TCC	09/13/2006	09/15/2006		53.91
A T & T	2006 010-405-009	TELEPHONE	PHONE BILL VETERANS	09152006VS	09/13/2006	09/15/2006		102.88
A T & T	2006 010-407-009	TELEPHONE	DISTRICT CLERK PHON	09252006DC	09/13/2006	09/15/2006		35.92
A T & T	2006 010-409-009	TELEPHONE	DISTRICT JUDGE PH	09252006DJ	09/13/2006	09/15/2006		17.96
A T & T	2006 010-411-009	TELEPHONE	JUSTICE PEACE PH B	09252006JPI	09/13/2006	09/15/2006		55.87
A T & T	2006 010-419-009	TELEPHONE	DIST ATTORNEY PH BI	09252006DA	09/13/2006	09/15/2006		129.77
A T & T	2006 010-420-009	TELEPHONE	TAX ASSESSOR PH BIL	09252006TA	09/13/2006	09/15/2006		182.32
A T & T	2006 010-421-009	TELEPHONE	COUNTY JUDGE PH BIL	09252006CJ	09/13/2006	09/15/2006		55.90
A T & T	2006 010-422-009	TELEPHONE	CO AUDITOR PH BILL	09252006CA	09/13/2006	09/15/2006		17.96
A T & T	2006 010-423-009	TELEPHONE	CO TREASURE PH BILL	09252006CT	09/13/2006	09/15/2006		17.97
A T & T	2006 010-426-009	TELEPHONE	SHERIFF OFFICE PH B	09252006SO	09/13/2006	09/15/2006		287.37
A T & T	2006 010-430-009	TELEPHONE - HIGHW	DPS PH BILL	09252006DPS	09/13/2006	09/15/2006		57.89
A T & T	2006 010-430-010	TELEPHONE - PARKS	P&W PH BILL	09252006PW	09/13/2006	09/15/2006		19.95
A T & T	2006 010-430-011	TELEPHONE - DRIVE	DRIVERS LICENSE PH	09252006DL	09/13/2006	09/15/2006		17.96
A T & T	2006 010-440-015	SERVICE CONTRACTS	DATA PROCESSING PH	09252006DP	09/13/2006	09/15/2006		71.88
A T & T	2006 010-439-009	TELEPHONE	EXTENSION SERV PH B	09252006ES	09/13/2006	09/15/2006		35.94
A T & T	2006 010-435-040	MISCELLANEOUS	CHILD WELFARE PH BI	09252006CW	09/13/2006	09/15/2006		17.97
A T & T	2006 010-442-012	ELEVATOR REPAIRS	ELVATOR PH BILL	09252006ELV	09/13/2006	09/15/2006		17.97
ACTION ELEVATOR SAFETY	2006 010-442-012	ELEVATOR REPAIRS	ANNUAL TEST	183	09/12/2006	09/15/2006		150.00
AMERICAN EXPRESS	2006 010-426-045	U S MARSHALL TRAN	ACCT #3717-313796-8	09152006	09/11/2006	09/15/2006		3,588.74
AVAYA, INC.	2006 010-419-009	TELEPHONE	ACCT #0102065107	274230509	09/11/2006	09/15/2006		167.04
BARRINGTON, DALLAS	2006 010-408-055	COURT APPOINTED A	CAUSE#10,456/H. EGS	09152006C	09/12/2006	09/15/2006		350.00
BARRINGTON, DALLAS	2006 010-408-055	COURT APPOINTED A	CAUSE#10,434-35/A.	09152006D	09/12/2006	09/15/2006		700.00
BARRINGTON, DALLAS	2006 010-408-055	COURT APPOINTED A	CAUSE#10,505/E. HOU	09152006E	09/12/2006	09/15/2006		350.00
BARRINGTON, DALLAS	2006 010-408-055	COURT APPOINTED A	CAUSE#10,441/L. MID	09152006F	09/12/2006	09/15/2006		350.00
BARRINGTON, DALLAS	2006 010-408-055	COURT APPOINTED A	CSE#10,333-34/C. FE	09152006G	09/12/2006	09/15/2006		700.00
BONITA LAUNDRY AND CLEA	2006 010-426-041	UNIFORMS	CLEANINGS	274443	09/12/2006	09/15/2006		130.90
BONITA LAUNDRY AND CLEA	2006 010-427-041	UNIFORMS	CLEANINGS	274447	09/12/2006	09/15/2006		42.50
BROOKSHIRE BROS.	2006 010-427-036	PRISONER MEALS	ACCT #018005	1396515	09/12/2006	09/15/2006		76.80
BURKS, LLOYD KELVIN	2006 010-401-099	CONTINGENCY FOR M	FUEL FILTERS ON 3 P	13891	09/08/2006	09/15/2006		1,320.00
CANDY CLEANERS	2006 010-426-041	UNIFORMS	UNIFORM CLEANINGS	43660	09/12/2006	09/15/2006		48.75
CANDY CLEANERS	2006 010-427-041	UNIFORMS	UNIFORM CLEANINGS	3868	09/12/2006	09/15/2006		15.75
CANDY CLEANERS	2006 010-426-041	UNIFORMS	UNIFORM CLEANINGS	3552	09/12/2006	09/15/2006		42.00
CANON U.S.A., INC.	2006 010-440-018	EQUIPMENT LEASE	ACCT #1072842	R2517527	08/30/2006	09/15/2006		39.71
CHILD ABUSE & FORENSIC	2006 010-419-016	DNA LAB FEES	DIERRA LAND	06-103	09/11/2006	09/15/2006		560.00
CHILD ABUSE & FORENSIC	2006 010-419-016	DNA LAB FEES	HERANDA MORGAN	06-097	09/11/2006	09/15/2006		650.00
CHRISTUS ST ELIZABETH	2006 010-419-016	DNA LAB FEES	ROBYN GENE ODOM	06169-00384	09/11/2006	09/15/2006		1,071.73
CITICORP VENDOR FINANCE	2006 010-440-018	EQUIPMENT LEASE	3741060	060920A	09/05/2006	09/15/2006		85.30
CITICORP VENDOR FINANCE	2006 010-440-018	EQUIPMENT LEASE	3741060	060920	09/05/2006	09/15/2006		85.30
CMA CABLEVISION	2006 010-427-010	JAIL SUPPLIES	ACCT # 163 030408	91006	09/12/2006	09/15/2006		92.76
CODE BLUE POLICE SUPPLY	2006 010-426-041	UNIFORMS	CUST ID TYLER CO.	16461	09/12/2006	09/15/2006		245.85
CODE BLUE POLICE SUPPLY	2006 010-426-041	UNIFORMS	CUST ID TYLER CO.	16325	09/12/2006	09/15/2006		119.85
COLOR GRAPHICS CO.	2006 010-420-007	OFFICE SUPPLIES	WINDOW ENVELOPES	103099	09/11/2006	09/15/2006		583.75
CRAIG, JOHN	2006 010-405-012	TRAINING & TRAVEL	59TH ANNUAL STATE T	15894	09/12/2006	09/15/2006		500.00
CUBLEY, TOMMY JR.	2006 010-442-010	REPAIRS TO COURTH	REPAIR TO LIGHT FIX	4530	09/12/2006	09/15/2006		64.93
CUBLEY, TOMMY JR.	2006 010-442-010	REPAIRS TO COURTH	REPLACED 20 AMP	4529	09/12/2006	09/15/2006		91.54
CUBLEY, TOMMY JR.	2006 010-442-010	REPAIRS TO COURTH	REPAIRED 2 LIGHT FI	4531	09/12/2006	09/15/2006		60.00
DE LAGE LANDEN	2006 010-419-007	OFFICE SUPPLIES	CUST #S53974	06090995408	09/11/2006	09/15/2006		90.35
DOGWOOD COUNTRY PEST CO	2006 010-442-011	REPAIRS TO NUTRIT	EXTERMINATION	842006	09/12/2006	09/15/2006		100.00
DOGWOOD TROPHY & GRAPHI	2006 010-423-007	OFFICE SUPPLIES	500 ENVELOPES	134	08/30/2006	09/15/2006		55.00
DP SOLUTIONS, INC.	2006 010-440-020	SUPPORT SERVICES	SETUP C1500 WIRELES	100439	09/07/2006	09/15/2006		804.75
DP SOLUTIONS, INC.	2006 010-440-012	EQUIPMENT REPAIRS	01-TYLO0004/TAX OFFI	0207331-IN	09/13/2006	09/15/2006		160.00
ENTERBY	2006 010-442-038	UTILITIES-JUSTICE	ACCT #1727262	09252006	09/12/2006	09/15/2006		126.64
EXCEL CAR WASH, INC.	2006 010-426-023	REPAIRS TO VEHICL	OIL CHANGE	14013311	09/12/2006	09/15/2006		39.40

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
FEDERAL EXPRESS CORP	2006 010-402-007	OFFICE SUPPLIES	ACCT #1301-7981-Y	1-192-48351	09/07/2006	09/15/2006		89.43
FEDERAL EXPRESS CORP	2006 010-426-008	DEPUTIES SUPPLIES	ACCT #1708-0613-2	1-179-41007	09/12/2006	09/15/2006		29.93
GALL'S INC	2006 010-429-042	EMERGENCY EQUIPME	ACCT #0043796762	584771250101	09/08/2006	09/15/2006		214.77
GREVENBERG COMMUNICATIO	2006 010-426-033	RADIO MAINTENANCE	ACCT #10416	003944	09/12/2006	09/15/2006		11.50
INNOVATIVE OFFICE SYSTE	2006 010-440-007	SUPPLIES	ACCT #TYLCOUCLE	81025	09/07/2006	09/15/2006		148.04
INNOVATIVE OFFICE SYSTE	2006 010-440-015	SERVICE CONTRACTS	ACCT #TYLCOCT	78242	09/11/2006	09/15/2006		9.92
JARROTT'S PHARMACY	2006 010-427-043	PRISONER MEDICAL	JAIL DIVISION MEDS	08252006	09/12/2006	09/15/2006		877.60
JARROTT'S PHARMACY	2006 010-436-049	AID TO INDIGENTS	SHELDON HADNOT	09152006	09/12/2006	09/15/2006		34.59
JARROTT'S PHARMACY	2006 010-436-049	AID TO INDIGENTS	ALEZ TOUSAINT	09152006A	09/12/2006	09/15/2006		178.36
JEFFERSON COUNTY CLERK	2006 010-415-044	COMMITMENTS	#931307D. VAUGHN	09152006	09/12/2006	09/15/2006		292.00
JERRY'S SAW SHOP	2006 010-442-013	REPAIRS AT JUSTIC	PARTS	11529	09/12/2006	09/15/2006		68.45
KATE CARROLL	2006 010-429-041	UNIFORMS, ETC.	PO #051506-279	279	09/11/2006	09/15/2006		77.07
KEY EQUIPMENT FINANCE	2006 010-440-015	SERVICE CONTRACTS	ACCT #5911122861	591112286161	09/11/2006	09/15/2006		352.96
LARRY TREST AUTO BROKER	2006 010-426-028	REPAIRS TO VEHICL	UNIT #6/OLD TRUCK N	81006	09/12/2006	09/15/2006		199.95
LUSK, LAVERNE	2006 010-415-044	COMMITMENTS	MI #33.760/M. LAUSD	09152006	09/12/2006	09/15/2006		367.00
LUSK, LAVERNE	2006 010-415-044	COMMITMENTS	MI 33.754/JC. KEYS	09152006A	09/12/2006	09/15/2006		367.00
MAGNOLIA APPLIANCE	2006 010-442-013	REPAIRS AT JUSTIC	WATER FILTER	414574	09/12/2006	09/15/2006		149.00
MANN FURNITURE & APPLIA	2006 010-442-010	REPAIRS TO COURTH	3 FRIEDRICH 18 BTU	5851	09/12/2006	09/15/2006		2,809.93
MANN FURNITURE & APPLIA	2006 010-442-010	REPAIRS TO COURTH	1 FRIEDRICH AC	5874	09/12/2006	09/15/2006		889.97
MANN, ROBERT H ATTY	2006 010-408-055	COURT APPOINTED A	CAUSE#10.474/H. HOW	09152006	09/12/2006	09/15/2006		350.00
MANN, ROBERT H ATTY	2006 010-408-055	COURT APPOINTED A	CAUSE#10.507/W. LIC	09152006A	09/12/2006	09/15/2006		350.00
MARK	2006 010-442-013	REPAIRS AT JUSTIC	CUST #00-7114934	0308529-IN	09/12/2006	09/15/2006		298.26
MCGREGOR, DEBORAH LYNN,	2006 010-419-007	OFFICE SUPPLIES	CAUSE #9935,9984 & 9	0625088	09/11/2006	09/15/2006		133.50
MODICA BROTHERS	2006 010-426-029	GAS, OIL, GREASE	OIL FILTERS LUBE ET	211997	09/12/2006	09/15/2006		110.55
MODICA BROTHERS	2006 010-426-030	TIRES, TUBES	OIL FILTERS LUBE ET	211780	09/12/2006	09/15/2006		604.00
MODICA BROTHERS	2006 010-426-028	REPAIRS TO VEHICL	OIL FILTERS LUBE ET	211394	09/12/2006	09/15/2006		683.62
MODICA BROTHERS	2006 010-442-010	REPAIRS TO COURTH	STARTER/BMC '93 PU	W-211335	09/12/2006	09/15/2006		204.95
MODICA BROTHERS	2006 010-442-010	REPAIRS TO COURTH	FLAT REPAIR/LAWNMOW	W-211109	09/12/2006	09/15/2006		8.00
NALCOM WIRELESS COMMUNI	2006 010-426-033	RADIO MAINTENANCE	RADIO MAINTENANCE	16361	09/12/2006	09/15/2006		33.89
NET DATA CORP.	2006 010-440-020	SUPPORT SERVICES	TYL 900057	10241	08/30/2006	09/15/2006		70,477.00
O'REILLY AUTO PARTS	2006 010-426-028	REPAIRS TO VEHICL	CUST #596507	1451134645	09/12/2006	09/15/2006		330.31
OFFICE DEPOT	2006 010-439-007	OFFICE SUPPLIES	ACCT #61036555	348021563	09/05/2006	09/15/2006		15.36
OFFICE DEPOT	2006 010-440-007	SUPPLIES	ACCT #61036555	348021563A	09/05/2006	09/15/2006		115.92
OFFICE DEPOT	2006 010-402-007	OFFICE SUPPLIES	ACCT# 62203117	348980485-00	09/07/2006	09/15/2006		165.11
OTIS ELEVATOR COMPANY	2006 010-442-012	ELEVATOR REPAIRS	CUST # 410283	T8060322906	09/12/2006	09/15/2006		144.90
PITNEY BOWES	2006 010-401-008	POSTAGE FOR POSTA	POSTAGE BY PHONE	15766	09/12/2006	09/15/2006		1,122.00
RAINEY HEATING & AIR	2006 010-442-011	REPAIRS TO NUTRIT	DAMAGE TO OUTSIDE W	15302	08/30/2006	09/15/2006		60.00
RAINEY HEATING & AIR	2006 010-442-011	REPAIRS TO NUTRIT	CUST ID #00533	35095	09/12/2006	09/15/2006		138.00
SECURITY INS. SERVICES,	2006 010-420-014	BONDS	MELISSA CARSON	1888	09/11/2006	09/15/2006		71.00
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTH	LAWN & D.A.'S OFFICE	1514	09/12/2006	09/15/2006		900.87
SERVICE BY SCOTT	2006 010-442-010	REPAIRS TO COURTH	DRAIN LINE UND CRT	1573	09/12/2006	09/15/2006		1,750.00
SHEPHERD'S UNIFORM & LI	2006 010-442-008	UNIFORMS	ACCT # 69120720	923779	09/12/2006	09/15/2006		17.63
SHEPHERD'S UNIFORM & LI	2006 010-442-008	UNIFORMS	ACCT # 69120720	928038	09/12/2006	09/15/2006		17.63
SHEPHERD'S UNIFORM & LI	2006 010-442-008	UNIFORMS	ACCT# 69120720	925178	09/12/2006	09/15/2006		17.63
SHEPHERD'S UNIFORM & LI	2006 010-442-008	UNIFORMS	ACCT# 69120720	929460	09/12/2006	09/15/2006		17.63
SOUTHEAST TEXAS FORENSI	2006 010-401-043	AUTOPSIES	CASE #06-0927	06-0927	09/12/2006	09/15/2006		1,300.00
SPARKLETT'S & SIERRA SPR	2006 010-420-007	OFFICE SUPPLIES	CUST #2154939	080621549393	09/11/2006	09/15/2006		34.75
STAMPS OFFICE SUPPLY	2006 010-426-007	OFFICE SUPPLIES	SUPPLIES	54330	09/12/2006	09/15/2006		496.71
STORY-WRIGHT	2006 010-423-007	OFFICE SUPPLIES	CUST #102542	090697	09/05/2006	09/15/2006		26.79
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST #104273	089964	09/11/2006	09/15/2006		56.99
STORY-WRIGHT	2006 010-422-007	OFFICE SUPPLIES	REFERENCE INVOICE #	04/14/2006	09/13/2006	09/15/2006		3.61-
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST. #104307-DATA	88804	09/13/2006	09/15/2006		392.70
STORY-WRIGHT	2006 010-405-007	OFFICE SUPPLIES	CUST. #104307-VETER	91892	09/13/2006	09/15/2006		3.45
STORY-WRIGHT	2006 010-405-007	OFFICE SUPPLIES	CUST. #104307-VETER	91891	09/13/2006	09/15/2006		97.27
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST. #104307-VETER	91888	09/13/2006	09/15/2006		299.50

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST. #104307-DATA	91050	09/13/2006	09/15/2006		92.34
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST. #104307-DATA	89982	09/13/2006	09/15/2006		29.49
STORY-WRIGHT	2006 010-440-007	SUPPLIES	CUST. #104307-DATA	89982	09/13/2006	09/15/2006		59.95
STURROCK, STEVEN JP 11	2006 010-412-009	TELEPHONE	PHONE BILL #409-783	14655	09/11/2006	09/15/2006		45.68
SULLIVANS HARDWARE	2006 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER MAIN	75058	09/12/2006	09/15/2006		74.99
SULLIVANS HARDWARE	2006 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER MAIN	75200	09/12/2006	09/15/2006		9.47
SULLIVANS HARDWARE	2006 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER MAIN	75258	09/12/2006	09/15/2006		8.02
SULLIVANS HARDWARE	2006 010-442-013	REPAIRS AT JUSTIC	JUSTICE CENTER MAIN	75399	09/12/2006	09/15/2006		2.94
SULLIVANS HARDWARE	2006 010-442-010	REPAIRS TO COURTH	REPAIRS & SUPPLIES	74675	09/12/2006	09/15/2006		209.72
SYSD FOOD SERVICES	2006 010-427-036	PRISONER MEALS	ACCT #819219	608010213	09/12/2006	09/15/2006		5,127.55
T B ELECTRIC	2006 010-442-011	REPAIRS TO NUTRIT	REPL LAMPS INSIDE	082906	09/12/2006	09/15/2006		285.00
T-SHIRT SAFARI	2006 010-426-041	UNIFORMS	EMBROIDERY	1001A	09/12/2006	09/15/2006		60.00
TACA CONFERENCE FUND	2006 010-422-012	TRAINING & EDUCAT	61ST ANNUAL TACA CU	06022006	09/12/2006	09/15/2006		225.00
TARTER, SCOTT	2006 010-415-024	COURT REPORTER	SCOTT S. TARTER	15944	09/14/2006	09/15/2006		292.00
TCH FAMILY MEDICAL CLIN	2006 010-401-098	MISCELLANEOUS EXP	HAROLD T FREEMAN/77	081306	08/30/2006	09/15/2006		69.00
TEXAS ASSOCIATION OF CO	2006 010-426-040	LIABILITY INSURAN	TYLER COUNTY #2290/	09152006	09/13/2006	09/15/2006		51.00
TEXAS ASSOCIATION OF CO	2006 010-402-005	WORKERS COMPENSAT	WORKERS COMP	09152006	09/05/2006	09/15/2006		156.03
TEXAS ASSOCIATION OF CO	2006 010-405-005	WORKERS COMPENSAT	WORKERS COMP	09152006A	09/05/2006	09/15/2006		17.19
TEXAS ASSOCIATION OF CO	2006 010-407-005	WORKERS COMPENSAT	WORKERS COMP	09152006B	09/05/2006	09/15/2006		111.43
TEXAS ASSOCIATION OF CO	2006 010-409-005	WORKERS COMPENSAT	WORKERS COMP	09152006B	09/05/2006	09/15/2006		25.16
TEXAS ASSOCIATION OF CO	2006 010-410-005	WORKERS COMPENSAT	WORKERS COMP	09152006C	09/05/2006	09/15/2006		15.43
TEXAS ASSOCIATION OF CO	2006 010-411-005	WORKERS COMPENSAT	WORKERS COMP	09152006E	09/05/2006	09/15/2006		75.21
TEXAS ASSOCIATION OF CO	2006 010-412-005	WORKERS COMPENSAT	WORKERS COMP	09152006F	09/05/2006	09/15/2006		19.11
TEXAS ASSOCIATION OF CO	2006 010-413-005	WORKERS COMPENSAT	WORKERS COMP	09152006G	09/05/2006	09/15/2006		19.41
TEXAS ASSOCIATION OF CO	2006 010-414-005	WORKERS COMPENSAT	WORKERS COMP	09152006H	09/05/2006	09/15/2006		19.11
TEXAS ASSOCIATION OF CO	2006 010-415-005	WORKERS COMPENSAT	WORKERS COMP	09152006I	09/05/2006	09/15/2006		2.13
TEXAS ASSOCIATION OF CO	2006 010-419-005	WORKERS COMPENSAT	WORKERS COMP	09152006K	09/05/2006	09/15/2006		485.54
TEXAS ASSOCIATION OF CO	2006 010-419-005	WORKERS COMPENSAT	WORKERS COMP	09152006J	09/05/2006	09/15/2006		123.34
TEXAS ASSOCIATION OF CO	2006 010-420-005	WORKERS COMPENSAT	WORKERS COMP	09152006L	09/05/2006	09/15/2006		156.24
TEXAS ASSOCIATION OF CO	2006 010-421-005	WORKERS COMPENSAT	WORKERS COMP	09152006M	09/05/2006	09/15/2006		67.50
TEXAS ASSOCIATION OF CO	2006 010-422-005	WORKERS COMPENSAT	WORKERS COMP	09152006N	09/05/2006	09/15/2006		89.11
TEXAS ASSOCIATION OF CO	2006 010-423-005	WORKERS COMPENSAT	WORKERS COMP	09152006D	09/05/2006	09/15/2006		66.07
TEXAS ASSOCIATION OF CO	2006 010-424-005	WORKERS COMPENSAT	WORKERS COMP	09152006P	09/05/2006	09/15/2006		72.78
TEXAS ASSOCIATION OF CO	2006 010-425-005	WORKERS COMPENSAT	WORKERS COMP	09152006Q	09/05/2006	09/15/2006		71.66
TEXAS ASSOCIATION OF CO	2006 010-428-005	WORKERS COMPENSAT	WORKERS COMP	09152006R	09/05/2006	09/15/2006		77.24
TEXAS ASSOCIATION OF CO	2006 010-429-005	WORKERS COMPENSAT	WORKERS COMP	09152006S	09/05/2006	09/15/2006		77.24
TEXAS ASSOCIATION OF CO	2006 010-426-005	WORKERS COMPENSAT	WORKERS COMP	09152006T	09/05/2006	09/15/2006		4,433.49
TEXAS ASSOCIATION OF CO	2006 010-426-005	WORKERS COMPENSAT	WORKERS COMP	09152006U	09/05/2006	09/15/2006		187.21
TEXAS ASSOCIATION OF CO	2006 010-426-005	WORKERS COMPENSAT	WORKERS COMP	09152006V	09/05/2006	09/15/2006		19.98
TEXAS ASSOCIATION OF CO	2006 010-427-005	WORKERS COMPENSAT	WORKERS COMP	09152006W	09/05/2006	09/15/2006		57.67
TEXAS ASSOCIATION OF CO	2006 010-427-005	WORKERS COMPENSAT	WORKERS COMP	09152006X	09/05/2006	09/15/2006		1,439.45
TEXAS ASSOCIATION OF CO	2006 010-430-005	WORKERS COMPENSAT	WORKERS COMP	09152006Y	09/05/2006	09/15/2006		24.54
TEXAS ASSOCIATION OF CO	2006 010-438-005	WORKERS COMPENSAT	WORKERS COMP	09152006Z	09/05/2006	09/15/2006		312.04
TEXAS ASSOCIATION OF CO	2006 010-439-005	WORKERS COMPENSAT	WORKERS COMP	09152006AA	09/05/2006	09/15/2006		46.67
TEXAS ASSOCIATION OF CO	2006 010-442-005	WORKERS COMPENSAT	WORKERS COMP	09152006BB	09/05/2006	09/15/2006		238.56
TEXAS ASSOCIATION OF CO	2006 010-401-005	WORKERS COMPENSAT	WORKERS COMP	09152006QQ	09/05/2006	09/15/2006		24.24
TEXAS IMAGING SYSTEMS	2006 010-440-007	SUPPLIES	CUST #LK0124	50028A	09/07/2006	09/15/2006		304.40
THE MEDICINE SHOPPE	2006 010-438-049	AID TO INDIGENTS	DONICE BLUE, SR.	09152006	09/12/2006	09/15/2006		21.95
TIMBERMANS SUPPLY	2006 010-442-010	REPAIRS TO COURTH	EDGER BLADE INSTALL	193391	09/12/2006	09/15/2006		5.95
TOLARS FEED AND OUTDOOR	2006 010-426-023	ANIMAL CONTROL	STATEMENT #6747	190830	09/12/2006	09/15/2006		74.30
TYLER COUNTY AIRPORT FU	2006 010-496-025	TRANSFERS TO AIRP	TRANS F/GENERAL FUN	09152006A	09/13/2006	09/15/2006		1,625.00
TYLER COUNTY APPRAISAL	2006 010-401-024	TYLER COUNTY APPR	4TH QUARTER/SEPT 30	093006	08/30/2006	09/15/2006		39,622.00
TYLER COUNTY AUTO PARTS	2006 010-426-020	REPAIRS TO VEHICL	ACCT #7075	376395	09/12/2006	09/15/2006		8.49
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 4194C	09152006	09/13/2006	09/15/2006		46.00
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 478/810 NOTIC	4581	09/13/2006	09/15/2006		93.00

## ALL RECORDS FROM 09/15/2006 TU 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 478/DISASTER	4579	09/13/2006	09/15/2006		83.70
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 478/LEGAL NOT	4660	09/13/2006	09/15/2006		111.00
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 478/BID NOTIC	4667	09/13/2006	09/15/2006		93.00
TYLER COUNTY BOOSTER	2006 010-401-013	ADVERTISING	ACCT. 478/BID NOTIC	4668	09/13/2006	09/15/2006		93.00
TYLER COUNTY BOOSTER	2006 010-426-023	ANIMAL CONTROL	ACCT. 478/HORSE AD/	4576	09/13/2006	09/15/2006		37.20
TYLER COUNTY BOOSTER	2006 010-426-023	ANIMAL CONTROL	HORSE AD/SHERIFF OF	4677	09/13/2006	09/15/2006		37.20
TYLER COUNTY CHILD WELF	2006 010-436-040	MISCELLANEOUS	JAN-AUG RENT	08012006	09/05/2006	09/15/2006		800.00
TYLER COUNTY COLLECTION	2006 010-498-037	TRANSFER TO COLLE	TRANSFER F/GENERAL	09152006C	09/13/2006	09/15/2006		12,500.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXP	MARVIN MUTT	0024511006	08/30/2006	09/15/2006		35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXP	JAMES W RUSS III	0004772004	08/30/2006	09/15/2006		35.00
TYLER COUNTY HOSPITAL	2006 010-401-098	MISCELLANEOUS EXP	JESSIE WOLF	0003179027	08/30/2006	09/15/2006		35.00
TYLER COUNTY KODED AREN	2006 010-498-026	TRANSFERS TO KODE	TRANSFER F/GENERAL	09152006B	09/13/2006	09/15/2006		1,625.00
U PUMP IT	2006 010-426-029	GAS, OIL, GREASE	ACCT #0002831570	90106	09/12/2006	09/15/2006		499.58
U PUMP IT	2006 010-426-029	GAS, OIL, GREASE	ACCT #0002831562	90106A	09/12/2006	09/15/2006		8,527.89
U. S. MARSHALL PRISONER	2006 010-498-015	TRANSFERS TO US M	TRANS. F/GENERAL FU	09152006	09/13/2006	09/15/2006		2,706.40
UNITED BUILDING CENTERS	2006 010-442-010	REPAIRS AT JUSTIC	ACCT #0484-00980000	484-00005500	09/12/2006	09/15/2006		90.32
WAL-MART COMMUNITY	2006 010-439-007	OFFICE SUPPLIES	6032202010154442	002617	09/05/2006	09/15/2006		49.97
WAL-MART COMMUNITY	2006 010-426-007	OFFICE SUPPLIES	ACCT #6032202000587	008514	09/12/2006	09/15/2006		104.54
WAL-MART COMMUNITY	2006 010-426-026	REPAIRS TO VEHICL	ACCT #6032202000587	000466	09/12/2006	09/15/2006		65.28
WAL-MART COMMUNITY	2006 010-426-037	CAMERAS, FILM	ACCT #6032202000587	007145	09/12/2006	09/15/2006		103.03
WAL-MART COMMUNITY	2006 010-427-010	JAIL SUPPLIES	ACCT #6032202000587	007849	09/12/2006	09/15/2006		18.10
WAL-MART COMMUNITY	2006 010-411-007	OFFICE SUPPLIES	ACCT #6032202020115	2415	09/12/2006	09/15/2006		29.68
WAL-MART COMMUNITY	2006 010-442-007	JANITORS SUPPLIES	ACCT #6032202000776	005254	09/12/2006	09/15/2006		42.68
WAL-MART COMMUNITY	2006 010-442-010	REPAIRS TO COURTH	ACCT #6032202000776	009928	09/12/2006	09/15/2006		18.24
WAL-MART COMMUNITY	2006 010-402-007	OFFICE SUPPLIES	ACCT #6032202000776	004906	09/07/2006	09/15/2006		16.09
WALLING SIGNS & GRAPHIC	2006 010-426-037	OFFICE SUPPLIES	CRIMINAL HIST INDEX	28857	09/12/2006	09/15/2006		92.50
WALLING SIGNS & GRAPHIC	2006 010-426-008	DEPUTIES SUPPLIES	NOTARY	28652 & 2888	09/12/2006	09/15/2006		45.01
WALLING SIGNS & GRAPHIC	2006 010-427-010	JAIL SUPPLIES	BOND RECIEPTS	28879	09/12/2006	09/15/2006		158.38
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	DORRIS BLUE	429175	09/12/2006	09/15/2006		40.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	TAMMIE Y. COOK	429174	09/12/2006	09/15/2006		35.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	BRONSON DAVIS	429172	09/12/2006	09/15/2006		40.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	ANN KIRKLAND	429176	09/12/2006	09/15/2006		20.01
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	LINDA LEE	429171	09/12/2006	09/15/2006		35.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	THELMA MCNEAL	429178	09/12/2006	09/15/2006		25.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	SHANNON MATHIS	429177	09/12/2006	09/15/2006		20.00
WEST MAGNOLIA DRIVE-IN	2006 010-436-049	AID TO INDIGENTS	CHRISTAL WALLET	429173	09/12/2006	09/15/2006		40.00
WILEY AND SONS, INC	2006 010-426-023	ANIMAL CONTROL	1000 "C" BARTS, ETC	013479	09/12/2006	09/15/2006		60.00
WILLIS, NINA	2006 010-408-035	COURT APPOINTED A	CSE#10,498;9845/J.	09152006B	09/12/2006	09/15/2006		700.00
WILSON CLEMMONS INSURAN	2006 010-422-014	BONDS	JERRY DEAN/15864777	08072006	08/30/2006	09/15/2006		50.00
WILSON CLEMMONS INSURAN	2006 010-427-014	BONDS	TOMMY COURTNEY	08242006	08/30/2006	09/15/2006		71.00
WOODBVILLE VETERINARY CL	2006 010-426-023	ANIMAL CONTROL	ACCT #265	08152006	09/12/2006	09/15/2006		75.60
WORTH HYDROCHEM	2006 010-442-013	REPAIRS AT JUSTIC	CHEMICAL WATER TREA	10720	09/12/2006	09/15/2006		75.00
XEROX CORPORATION	2006 010-440-007	SUPPLIES	CST #668113889	196125716	09/05/2006	09/15/2006		662.00
XEROX CORPORATION	2006 010-440-015	SERVICE CONTRACTS	CUST #668113889	019614908	09/05/2006	09/15/2006		135.00
XEROX CORPORATION	2006 010-440-015	SERVICE CONTRACTS	CUST #972964456	019614913	09/05/2006	09/15/2006		132.00
ZACHARY, JIM	2006 010-429-042	EMERGENCY EQUIPME	INSTALL SIREN & LIG	16102	09/11/2006	09/15/2006		300.00
ZELESKEY AND ASSOCIATES	2006 010-401-070	CONTINGENCY FOR L	FEI#75-0943706/C. C	169449	09/14/2006	09/15/2006		2,152.06

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 192,800.60



ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
TYLER COUNTY PCT I	2006 020-496-021	TRANS/R&B 1===.2	TRANS. F/GEN. ROAD	09152006D	09/13/2006	09/15/2006		6,095.11
TYLER COUNTY PCT II	2006 020-496-022	TRANS/R&B 11===.2	TRANS. F/GEN. ROAD	09152006E	09/13/2006	09/15/2006		5,609.93
TYLER COUNTY PCT III	2006 020-496-023	TRANS/R&B 111===.2	TRANS. F/GEN. ROAD	09152006F	09/13/2006	09/15/2006		8,187.51
TYLER COUNTY PCT IV	2006 020-496-024	TRANS/R&B 1V===.2	TRANS. F/GEN. ROAD	09152006G	09/13/2006	09/15/2006		7,546.96
								27,439.51

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 021-451-005	UTILITIES	COMM PCT 1 PR BILL	09252006PCT1	09/13/2006	09/15/2006		128.93
A-1 JOHNNY PORTABLE TOI	2006 021-451-026	MACHINERY MAINTEN	JOB SITE 1805	78676	09/11/2006	09/15/2006		35.00
A-1 WRECKER & STORAGE	2006 021-451-028	MACHINERY MAINTEN	TYLER CO PCT 1	13013	09/11/2006	09/15/2006		50.00
AMERICAN FIBER TECHNOLG	2006 021-451-028	MACHINERY MAINTEN	COMM PCT 1	611	09/11/2006	09/15/2006		1,222.70
BILLY WILLIAMS TRUCKING	2006 021-451-032	ROAD MATERIAL	ROAD BASE	046367	09/11/2006	09/15/2006		910.56
EAST TEXAS MACHINE	2006 021-451-028	MACHINERY MAINTEN	TYL CO COM PCT 1	33651	09/11/2006	09/15/2006		167.50
BARDNER OIL, INC.	2006 021-451-029	GAS, OIL, GREASE	CUST # TYCO PCT 1	78416	09/11/2006	09/15/2006		3,038.22
DEMPLER'S	2006 021-451-028	MACHINERY MAINTEN	6246690-1	1008351993	09/11/2006	09/15/2006		155.05
HARBOR FREIGHT TOOLS	2006 021-451-040	MISCELLANEOUS SUP	CUST #TYLR759C	02-166627	09/11/2006	09/15/2006		276.82
HILLISTER TRACTOR SALES	2006 021-451-028	MACHINERY MAINTEN	CUST #00025	R19956H	09/11/2006	09/15/2006		3,200.99
INTERNATIONAL MILL SERV	2006 021-451-032	ROAD MATERIAL	CUST #87921001	243163	09/11/2006	09/15/2006		271.20
JASPER ASPHALT LIMITED	2006 021-451-032	ROAD MATERIAL	CUST ID COUNTYTYLER	1599	09/11/2006	09/15/2006		885.56
JORDAN, W D	2006 021-451-032	ROAD MATERIAL	SLDS # 8YDS 35.00 P	08212006	09/11/2006	09/15/2006		200.00
MODICA BROTHERS	2006 021-451-030	TIRES, TUBES	TYL CO COMM PCT 1	211586	09/11/2006	09/15/2006		76.15
RURAL PIPE AND SUPPLY	2006 021-451-031	CULVERTS	CUST #TYLC01	41154	09/11/2006	09/15/2006		579.60
STORY-WRIGHT	2006 021-451-040	MISCELLANEOUS SUP	CUST. #104307-PCT.	89972	09/13/2006	09/15/2006		115.40
TED SCHRECK TRUCKING	2006 021-451-032	ROAD MATERIAL	2 LBS SLAG BASE	8419	09/11/2006	09/15/2006		320.00
TEXAS ASSOCIATION OF CO	2006 021-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006CC	09/05/2006	09/15/2006		2,026.60
TEXAS ASSOCIATION OF CO	2006 021-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006DD	09/05/2006	09/15/2006		23.54
TEXAS ASSOCIATION OF CO	2006 021-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006EE	09/05/2006	09/15/2006		178.32
TIMBERMANS SUPPLY	2006 021-451-028	MACHINERY MAINTEN	ACCT #12023	193334	09/11/2006	09/15/2006		33.25
TYLER COUNTY AUTO PARTS	2006 021-451-028	MACHINERY MAINTEN	ACCT #7050	376040	09/11/2006	09/15/2006		199.55
WAL-HART COMMUNITY	2006 021-451-028	MACHINERY MAINTEN	ACCT #6032202000175	008983	09/11/2006	09/15/2006		91.60

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 14,128.72

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 022-451-035	UTILITIES	COMM PCT 2 PH BILL	09252006PCT2	09/13/2006	09/15/2006		127.37
EDUNG SIGNS LLC	2006 022-451-032	ROAD MATERIAL	ROAD SIGNS	884040	09/12/2006	09/15/2006		98.80
GARDNER OIL, INC.	2006 022-451-029	GAS, OIL, GREASE	CUS TID #TYCO PCT2	78846	09/12/2006	09/15/2006		3,920.20
GEO. F. DANE, INC.	2006 022-451-028	MACHINERY MAINTEN	ACCT #91529	083106	09/12/2006	09/15/2006		353.46
GULF WELDING	2006 022-451-028	MACHINERY MAINTEN	ACCT #000133	52148	09/12/2006	09/15/2006		36.75
LAKEWAY TIRE & SERVICE	2006 022-451-030	TIRES, TUBES	COMM PCT 2	000060	09/12/2006	09/15/2006		238.90
LEHMAN'S PIPE AND STEEL	2006 022-451-033	BRIDGE REPAIR	ACCT # TYLE00	153524	09/12/2006	09/15/2006		10,078.90
OIL CITY TRACTORS INC.	2006 022-451-028	MACHINERY MAINTEN	TYLER CO PCT 2	1901364	09/12/2006	09/15/2006		238.67
POWERPLAN	2006 022-451-028	MACHINERY MAINTEN	ACCT # 87001-13258	J13111	09/12/2006	09/15/2006		945.70
REGIONS INTERSTATE BILL	2006 022-451-028	MACHINERY MAINTEN	ACCT #215692	090201211	09/12/2006	09/15/2006		27.68
RHAME EQUIPMET, INC.	2006 022-451-033	BRIDGE REPAIR	COMM PCT 2	634	09/12/2006	09/15/2006		10,000.00
ROCAN INDUSTRIAL PRODUC	2006 022-451-040	MISCELLANEOUS SUP	SHOP TOWELS	1-12112	09/12/2006	09/15/2006		230.00
STORY-WRIGHT	2006 022-451-040	MISCELLANEOUS SUP	ACCT #104307	087292	09/12/2006	09/15/2006		115.48
SULLIVANS HARDWARE	2006 022-451-028	MACHINERY MAINTEN	TYLER CO PCT 2	74895	09/12/2006	09/15/2006		6.67
TEXAS ASSOCIATION OF CO	2006 022-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006FF	09/05/2006	09/15/2006		2,030.13
TEXAS ASSOCIATION OF CO	2006 022-448-005	WORKERS COMPENSAT	WORKERS COMP	0915200666	09/05/2006	09/15/2006		179.90
THE CAP SHOP	2006 022-451-044	UNIFORMS	3 SHIRTS 1 CAP	101205A	09/12/2006	09/15/2006		36.95
THOMAS SUPPLY, INC.	2006 022-451-033	BRIDGE REPAIR	ACCT #000460	203614-890	09/12/2006	09/15/2006		2,650.28
TIMBERMANS SUPPLY	2006 022-451-028	MACHINERY MAINTEN	ACCT #12024	193140	09/12/2006	09/15/2006		431.66
TRUCK & EQUIPMENT REPAI	2006 022-451-028	MACHINERY MAINTEN	TYLER CO PCT 2	7210	09/12/2006	09/15/2006		50.00
TYLER COUNTY AUTO PARTS	2006 022-451-028	MACHINERY MAINTEN	ACCT #7051	375079	09/12/2006	09/15/2006		109.34
TYLER COUNTY PCT 1	2006 022-496-021	TRANSFER TO R&B,	TRANS. F/ ROAD & BR	09152006H	09/13/2006	09/15/2006		2,345.67
U PUMP IT	2006 022-451-029	GAS, OIL, GREASE	ACCT #0002831505	90106A	09/12/2006	09/15/2006		764.18
UNITED BUILDING CENTERS	2006 022-451-028	MACHINERY MAINTEN	ACCT #0484-00935000	484-00006053	09/12/2006	09/15/2006		8.15
WAL-MART COMMUNITY	2006 022-451-040	MISCELLANEOUS SUP	ACCT #6032202000625	002919	09/12/2006	09/15/2006		128.63

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 35,152.89

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 023-451-035	UTILITIES	CUMM PCT 3 PH BILL	09252006PCT3	09/13/2006	09/15/2006		129.36
ANGULAR WIRELESS	2006 023-451-035	UTILITIES	ACCT #793899742	14750	09/13/2006	09/15/2006		124.91
DINTAS CORPORATION #084	2006 023-451-044	UNIFORMS	ACCT #004-02021	084386408	09/11/2006	09/15/2006		120.10
ECONO SIGNS LLC	2006 023-451-032	ROAD MATERIAL	24X24 DEAD END SIGN	884045	09/11/2006	09/15/2006		37.41
ECONO SIGNS LLC	2006 023-451-032	ROAD MATERIAL	18X24 SLOW CHILDREN	884264	09/11/2006	09/15/2006		73.40
GARDNER OIL, INC.	2006 023-451-029	GAS, OIL, GREASE	CUST #TYCO PCT 3	78974	09/11/2006	09/15/2006		3,418.04
HILLISTER TRACTOR SALES	2006 023-451-028	MACHINERY MAINTEN	CUST #00042	R19981H	09/11/2006	09/15/2006		4,513.01
JACK ALEXANDER ROAD CON	2006 023-451-032	ROAD MATERIAL	CUST #TYLC03	15423	09/11/2006	09/15/2006		1,015.37
LAKEWAY TIRE & SERVICE	2006 023-451-030	TIRES, TUBES	ACCT #917	000287	09/11/2006	09/15/2006		79.95
LEHMAN'S PIPE AND STEEL	2006 023-451-033	BRIDGE REPAIR	ACCT #TYLE01	152708	09/11/2006	09/15/2006		1,901.50
MARTIN HARDWARE	2006 023-451-028	MACHINERY MAINTEN	TYL CO PCT 3	11417	09/11/2006	09/15/2006		35.53
MARTIN, ANDY	2006 023-451-032	ROAD MATERIAL	55 LBS X 14 YDS= 49 22		09/11/2006	09/15/2006		490.00
O'REILLY AUTO PARTS	2006 023-451-028	MACHINERY MAINTEN	CUST #594754	1431135454	09/11/2006	09/15/2006		35.66
REGIONS INTERSTATE BILL	2006 023-451-028	MACHINERY MAINTEN	ACCT #120677	082506	09/11/2006	09/15/2006		73.00
RHAME EQUIPNET, INC.	2006 023-451-033	BRIDGE REPAIR	19 FT BRIDGE DRIVE	630	09/11/2006	09/15/2006		4,500.00
RURAL PIPE AND SUPPLY	2006 023-451-031	CULVERTS	CUST #TYLC03	41068	09/11/2006	09/15/2006		470.40
RURAL PIPE AND SUPPLY	2006 023-451-031	CULVERTS	ACCT #TYLC03	1599	09/13/2006	09/15/2006		97.14
RURAL PIPE AND SUPPLY	2006 023-451-031	CULVERTS	ACCT #TYLC03	N12-1530PE	09/13/2006	09/15/2006		318.58
SULLIVANS HARDWARE	2006 023-451-028	MACHINERY MAINTEN	TYLER CO CUMM PCT 3	74953	09/11/2006	09/15/2006		54.65
TEXAS ASSOCIATION OF CO	2006 023-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006HH	09/05/2006	09/15/2006		23.94
TEXAS ASSOCIATION OF CO	2006 023-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006II	09/05/2006	09/15/2006		183.35
TEXAS ASSOCIATION OF CO	2006 023-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006JJ	09/05/2006	09/15/2006		2,550.85
THOMAS SUPPLY, INC.	2006 023-451-033	BRIDGE REPAIR	ACCT #000476	204636-104	09/11/2006	09/15/2006		1,366.04
TIMBEMANS SUPPLY	2006 023-451-028	MACHINERY MAINTEN	ACCT #12025	193149	09/11/2006	09/15/2006		65.79
TYLER COUNTY AUTO PARTS	2006 023-451-028	MACHINERY MAINTEN	ACCT #7032	376647	09/11/2006	09/15/2006		46.14
U PUMP IT	2006 023-451-029	GAS, OIL, GREASE	ACCT #0002891363	0025736	09/11/2006	09/15/2006		218.49
UNITED BUILDING CENTERS	2006 023-451-028	MACHINERY MAINTEN	ACCT #0484-00940000	005378	09/11/2006	09/15/2006		40.36
WAL-MART COMMUNITY	2006 023-451-040	MISCELLANEOUS SUP	ACCT #8032202000201	007001	09/11/2006	09/15/2006		82.93

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 24,061.90

## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 024-451-035	UTILITIES	COMM PCT 4 PH BILL	09252006PCT4	09/13/2006	09/15/2006		127.37
ALLISON CHEVROLET, INC.	2006 024-451-028	MACHINERY MAINTEN	PRECINCT 4	6176	09/12/2006	09/15/2006		12.50
CINTAS CORPORATION #084	2006 024-451-044	UNIFORMS	ACCT #084-01423	084385347	09/12/2006	09/15/2006		184.20
EAST TEXAS MACHINE	2006 024-451-028	MACHINERY MAINTEN	TYLER CO PCT 4	33650	09/12/2006	09/15/2006		959.83
ELLIS TRUCK	2006 024-451-028	MACHINERY MAINTEN	ACCT #100151	42304	09/12/2006	09/15/2006		12.50
GARDNER OIL, INC.	2006 024-451-029	GAS, OIL, GREASE	CUST ACCT # TYCO PC	79958	09/12/2006	09/15/2006		3,910.88
HILLISTER TRACTOR SALES	2006 024-451-028	MACHINERY MAINTEN	CUST #00041	19821H	09/12/2006	09/15/2006		4,028.63
JACK ALEXANDER ROAD CON	2006 024-451-032	ROAD MATERIAL	CUST ID #TYLCO4	15306	09/12/2006	09/15/2006		1,207.81
MODICA BROTHERS	2006 024-451-030	TIRES, TUBES	COMM PCT 4	211499	09/12/2006	09/15/2006		167.75
MUTT WHOLESALE, INC.	2006 024-451-028	MACHINERY MAINTEN	PRECINCT #4	27504	09/12/2006	09/15/2006		312.56
RICHARD'S ELECTRIC	2006 024-451-028	MACHINERY MAINTEN	VOLTAGE REGULATUR	82206	09/12/2006	09/15/2006		42.50
SMITH AND BARNHART	2006 024-451-028	MACHINERY MAINTEN	COMM PCT 4	8152006	09/12/2006	09/15/2006		28.00
TEXAS ASSOCIATION OF CO	2006 024-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006KK	09/05/2006	09/15/2006		182.41
TEXAS ASSOCIATION OF CO	2006 024-448-005	WORKERS COMPENSAT	WORKERS COMP	09152006LL	09/05/2006	09/15/2006		3,018.60
TIRBERMANS SUPPLY	2006 024-451-028	MACHINERY MAINTEN	ACCT #12026	193139	09/12/2006	09/15/2006		166.94
TYLER COUNTY AUTO PARTS	2006 024-451-028	MACHINERY MAINTEN	ACCT #7053	377304	09/12/2006	09/15/2006		19.30
TYLER COUNTY PCT 111	2006 024-496-023	TRANSFER TO REG,	TRANS. F/ ROAD & BR	091320061	09/13/2006	09/15/2006		2,369.67
WAL-MART COMMUNITY	2006 024-451-040	MISCELLANEOUS SUP	ACCT #6032202000201	008032	09/12/2006	09/15/2006		28.42
								16,779.93

ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
TYLER COUNTY AUTO PARTS	2006 026-451-028	REPAIRS & MAINTEN	ACCT #7051	376459	09/12/2006	09/15/2006		61.67
								----- 61.67







## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2006 037-451-005	UTILITIES	COLLECT CENTER PH B	09252006001	09/13/2006	09/15/2006		17.97
GARDNER OIL, INC.	2006 037-451-029	GAS, OIL, GREASE	CUST ID #TYCOCOLLEC	700193	09/12/2006	09/15/2006		517.08
HARDIN COUNTY LANDFILL	2006 037-451-043	CONTAINER HAULS	CUST #052032696	0001240279	09/12/2006	09/15/2006		1,558.50
HARDIN COUNTY LANDFILL	2006 037-451-043	CONTAINER HAULS	CUST #052032696	0001301584	09/12/2006	09/15/2006		1,411.00
LAKWAY TIRE & SERVICE	2006 037-451-028	MACHINERY MAINTEN	TYLER COUNTY COLLEC	000279	09/12/2006	09/15/2006		22.00
LAKWAY TIRE & SERVICE	2006 037-451-028	MACHINERY MAINTEN	ACCT #1174	802	09/12/2006	09/15/2006		77.90
TEXAS ASSOCIATION OF CO	2006 037-448-005	WORKER'S COMPENSA	WORKERS COMP	09152006MM	09/05/2006	09/15/2006		870.35
TIMBERMANS SUPPLY	2006 037-451-028	MACHINERY MAINTEN	ACCT #12028	193355	09/12/2006	09/15/2006		61.39
TYLER COUNTY AUTO PARTS	2006 037-451-028	MACHINERY MAINTEN	ACCT #7053	377814	09/12/2006	09/15/2006		54.85
WASTEQUIP MAY FAB	2006 037-451-028	MACHINERY MAINTEN	ACCT #412120	2104947	09/12/2006	09/15/2006		208.00
								4,819.04













ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A 1 & I	2007 053-451-009	UTILITIES	ADUL PROBATION PH B	09252006AP	09/13/2006	09/15/2006		89.85
CONNECTIONS SOFTWARE CO	2007 053-437-012	CCP-PROFESSIONAL	SERV FEES FOR SEPT	113401	09/11/2006	09/15/2006		1,990.00
TYLER COUNTY	2007 053-437-014	CLP CONTRACT	SERV COMM SERVICE FOR SE	13547	09/11/2006	09/15/2006		1,000.00
								-----
								3,079.85



## ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2007 054-451-009	TELEPHONE	JUVE PROBATION PH B	09252006JP	09/13/2006	09/15/2006		35.94
ALLEN, TERRY	2007 054-457-011	TRAINING & EDUCAT	1 DAY PER DIEM/HARR	15404	09/14/2006	09/15/2006		25.00
STORY-WRIGHT	2007 054-451-007	OFFICE SUPPLIES	CUST. #104307-JUV.	90988	09/13/2006	09/15/2006		305.00
TEXAS ASSOCIATION OF CO	2007 054-451-005	WORKERS COMP-RES	WORKERS COMP	09152006AN	09/05/2006	09/15/2006		24.01
TEXAS ASSOCIATION OF CO	2007 054-451-005	WORKERS COMP-RES	WORKERS COMP	09152006DU	09/05/2006	09/15/2006		69.59
TEXAS ASSOCIATION OF CO	2007 054-457-005	WORKER'S COMPENSA	WORKERS COMP	09152006FP	09/05/2006	09/15/2006		54.03
WILSON CLEMMONS INSURAN	2006 054-451-007	OFFICE SUPPLIES	060118278935/BOND	08232006	08/30/2006	09/15/2006		52.50
								-----
								566.07

ALL RECORDS FROM 09/15/2006 TO 09/15/2006 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
JUSTICE BENEFITS, INC.	2006 088-451-045	ADMINISTRATIVE FE	1ST-4TH QUARTER FY2	200402697	08/30/2006	09/15/2006		4,476.12
								----- 4,476.12
			TOTAL VOUCHERS					327,012.23

**PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY**

I.

Springfield Pipeline Company, LLC, ("Springfield") whose principal business address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, does hereby apply for a permit as hereinafter provided to utilize and cross beneath Tyler County Road 2780 ("CR 2780"), collectively referred to as "county road".

II.

Springfield is a natural gas utility under the Texas Utilities Code § 121.000, *et seq* and is a gatherer, transporter and purchaser of natural gas produced by various wells, including but not limited to the Anadarko Well, in Tyler County, Texas situated in the Larany Lewis Survey, Abstract No. 431.

III.

Springfield will construct, operate and maintain a pipeline, not greater than twelve inches (12") in diameter, to transport natural gas produced from the Anadarko well. Said pipeline will cross CR 2780 ("2.3 miles South East of the intersection with State Hwy. 69").

IV.

Springfield will construct, operate and maintain the pipeline in a good and workman-like manner, in compliance with ordinary care in the pipeline industry and in accordance with applicable laws and regulations.

V.

Springfield will construct the pipeline using ordinary care across the rights-of-way for CR 2780 to a depth of up to ten feet (10'), but not less than six feet (6') below the crest of the county road. Springfield will restore the surface of the county road to the same or better condition than its current condition.

VI.

Springfield hereby indemnifies and agrees to hold Tyler County and its officials harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property or other claims which arise from Springfield's negligent use of the CR 2780 rights-of-way.

VII.

It is agreed that for the consideration stated in this permit, including indemnifying Tyler

County and burying the pipeline up to ten feet, but not less than six feet below the crest of CR 2780, Springfield shall not be required by Tyler County, the Commissioners' Court of Tyler County or the Tyler County Judge to remove the pipeline crossing CR 2780. However, Springfield shall be required to relocate said pipeline only if doing so becomes necessary due to a bona fide public emergency. The relocation shall be within Springfield's thirty-foot rights-of-way beneath CR 2780. Tyler County, the Commissioners' Court of Tyler County and/or the Tyler County Judge shall not require Springfield to relocate the pipeline except for public emergencies, including, but not limited to allowing widening or other changing of any traffic lane. Springfield will remove and relocate the gathering line at its sole cost and expense upon ninety (90) days written notification by Tyler County.

VIII.

Tyler County makes no warranty of title or representation of its right to use the rights-of-way for CR 2780.

IX.

Springfield and the Commissioners' Court of Tyler County, Texas agree that use of the right-of-way shall be limited to the purpose stated herein. By execution hereof in the space provided below, Springfield hereby applies for the permit as stated herein and Tyler County, Texas does hereby grant a permit to Springfield for use of its rights-of-way for CR 2780.

X.

Springfield is required to pay a \$200.00 Administration Fee to Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashiers check, or money order.

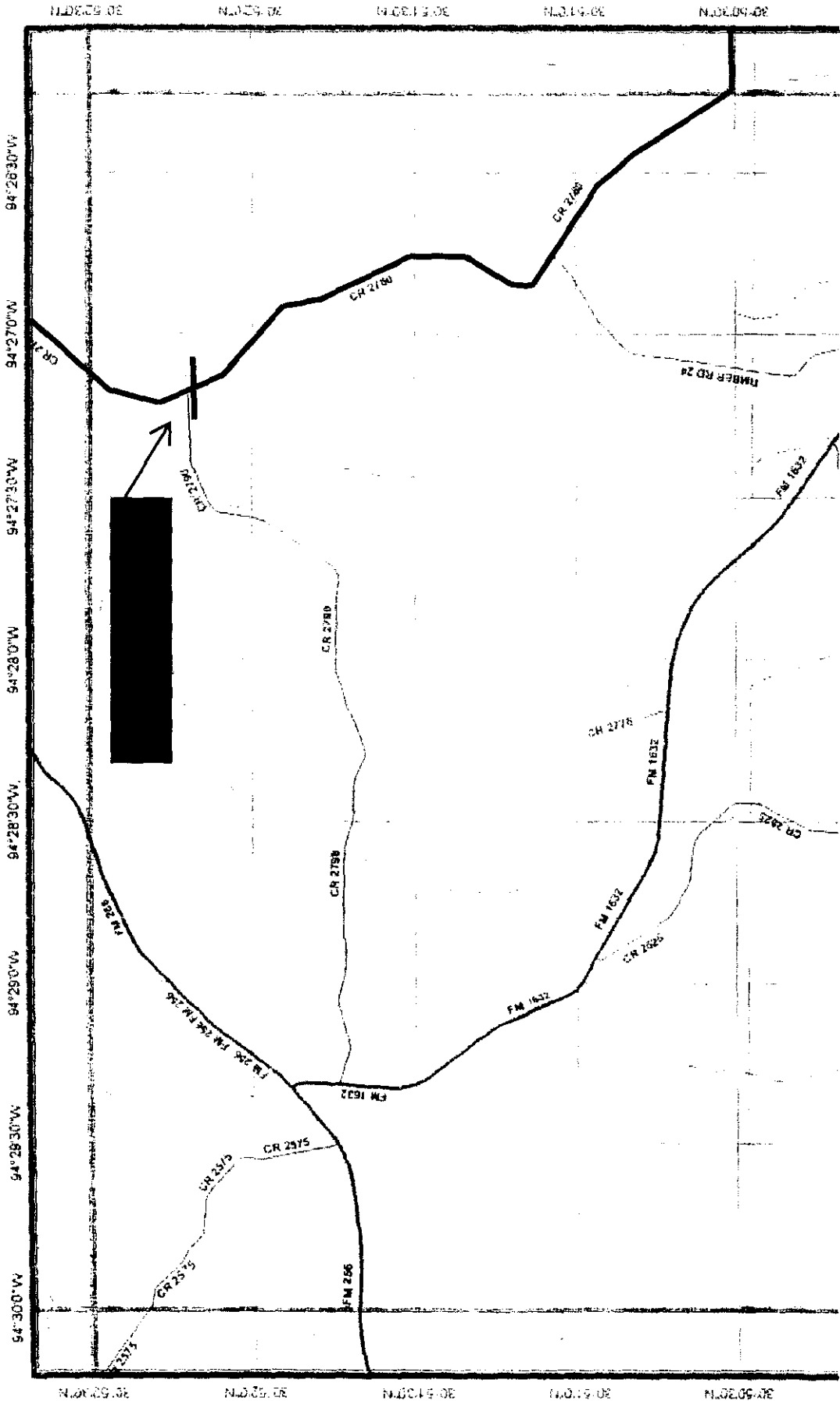
Dated this 12 day of September, 2006.

**HONORABLE TYLER COUNTY JUDGE  
OR COMMISSIONERS' COURT OF  
TYLER COUNTY, TEXAS**

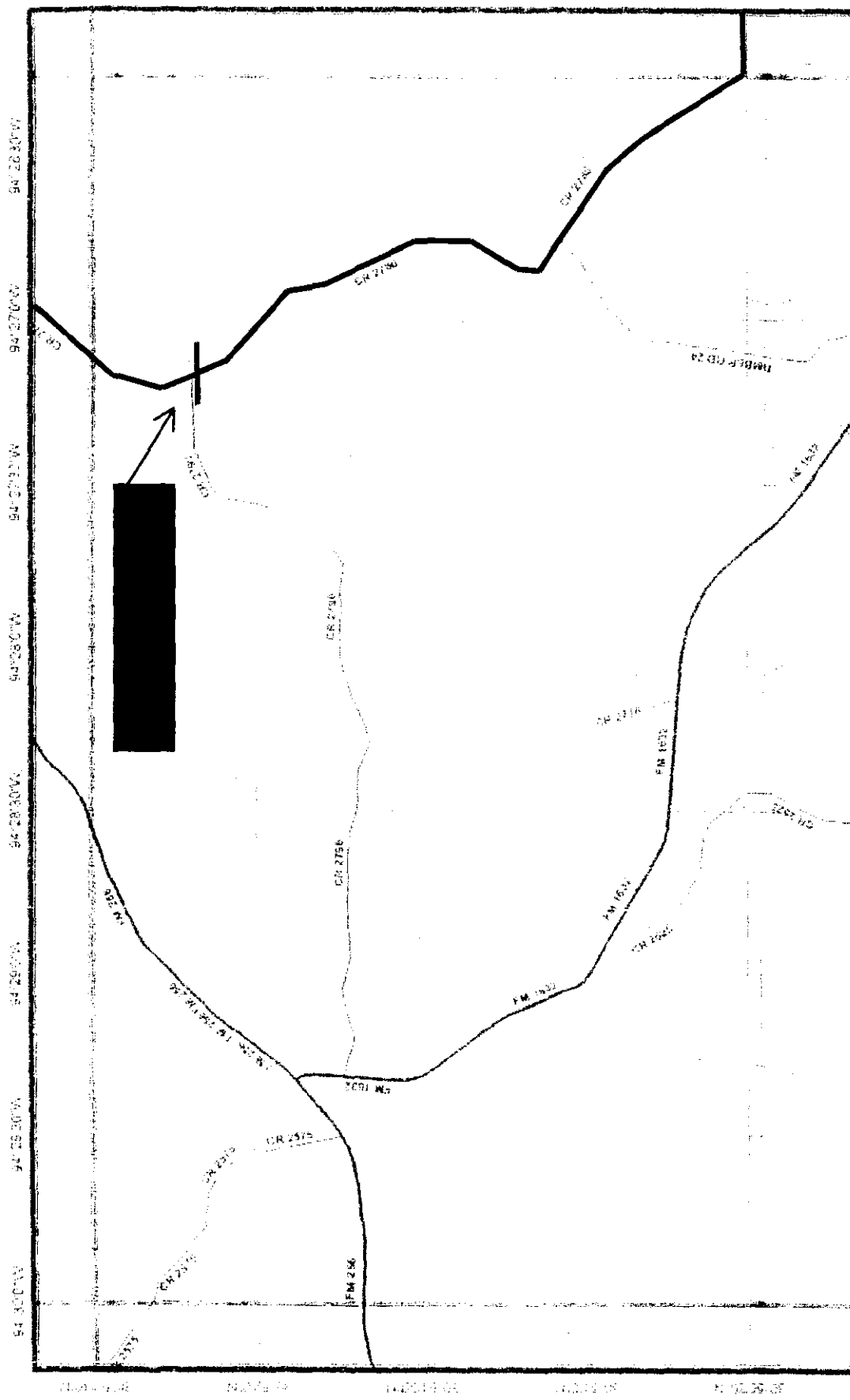
By: Rusty Hughes  
Printed Name: Rusty Hughes  
Authorized representative of Tyler County, Texas

**SPRINGFIELD PIPELINE COMPANY, LLC**

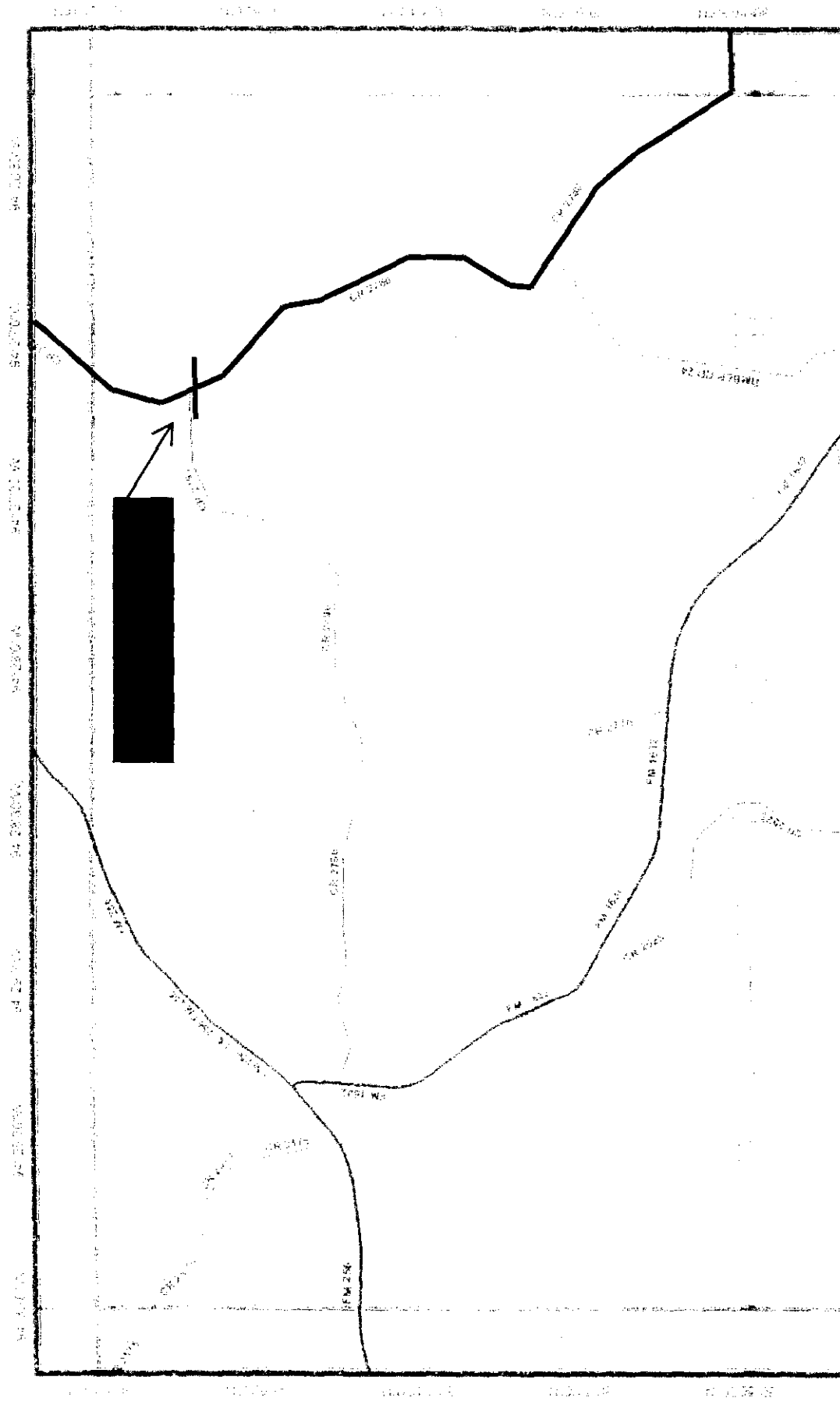
By: Jim Hardy  
Printed Name: Jim Hardy  
Authorized Representative of Springfield Pipeline Company, LLC



112107 105 112107 105 112107 105 112107 105 112107 105



112107 105 112107 105 112107 105 112107 105 112107 105



PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY  
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P., whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 1010 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 8 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 1010 approximately 21 feet east of a County Road 1096.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 1010 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 1010, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 1010 shall be limited exclusively to the purpose designated herein and should Tyler County reasonably determine that the pipeline needs to be moved or presents an undue threat to the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.



**Eagle Rock Energy** and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of lateral use of the rights of way for the construction, operation and maintenance of the gathering line by **Eagle Rock Energy**. **Eagle Rock Energy** shall provide Tyler County with a certificate of liability insurance in the amount of \$1,000,000.00 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins, and such policy is to remain in force while said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by **Eagle Rock Energy**, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

**Eagle Rock Energy** shall provide and post gas line marking and/or signs on County Road 1010 and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, **Eagle Rock Energy** does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to **Eagle Rock Energy** under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 7 day of September, 2006.

8" Loop Line (name of pipeline)

By: \_\_\_\_\_ (executor)

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: 

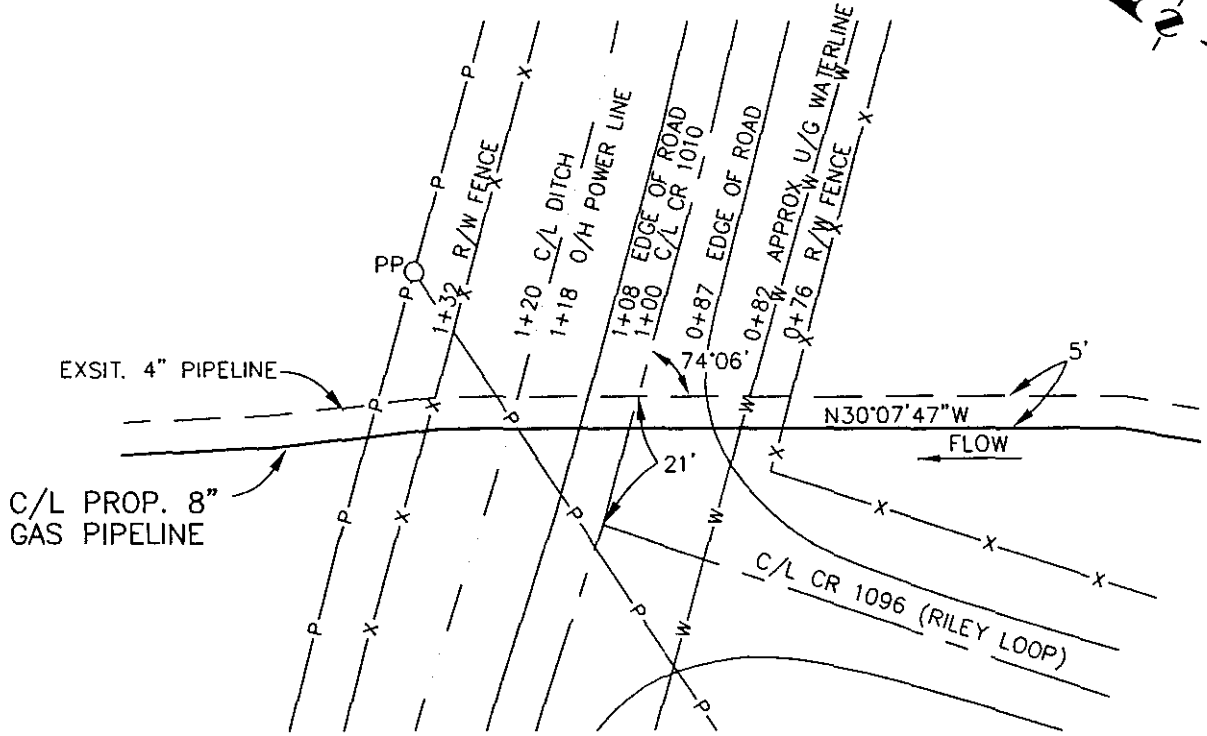
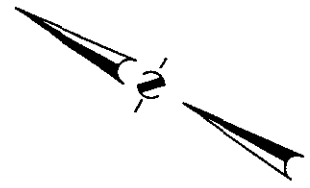
Name: Terone Owens

Title: County Judge

Date: 9-15-06

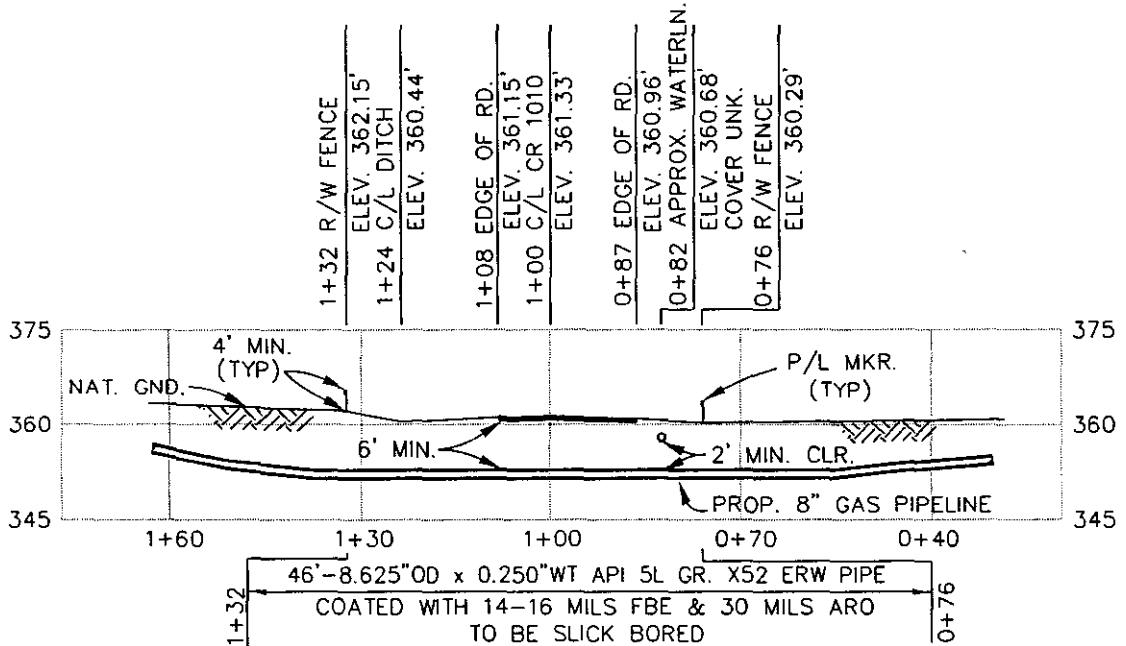
# TYLER COUNTY, TEXAS

## JAMES BLUNT SURVEY, A-7



### PLAN

SCALE: 1"=30'



### PROFILE

SCALE: 1"=30' HORIZ.  
SCALE: 1"=30' VERT.

NOTE: CONTRACTOR TO VERIFY  
LOCATION OF EXISTING UTILITIES  
PRIOR TO CONSTRUCTION.

BENCHMARK: BASE OF CORNER  
FCE. POST 6.6' LT. @ STA. 0+78  
APPROX. EL. 360.54'  
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 9/7/06 TIME: 16:30

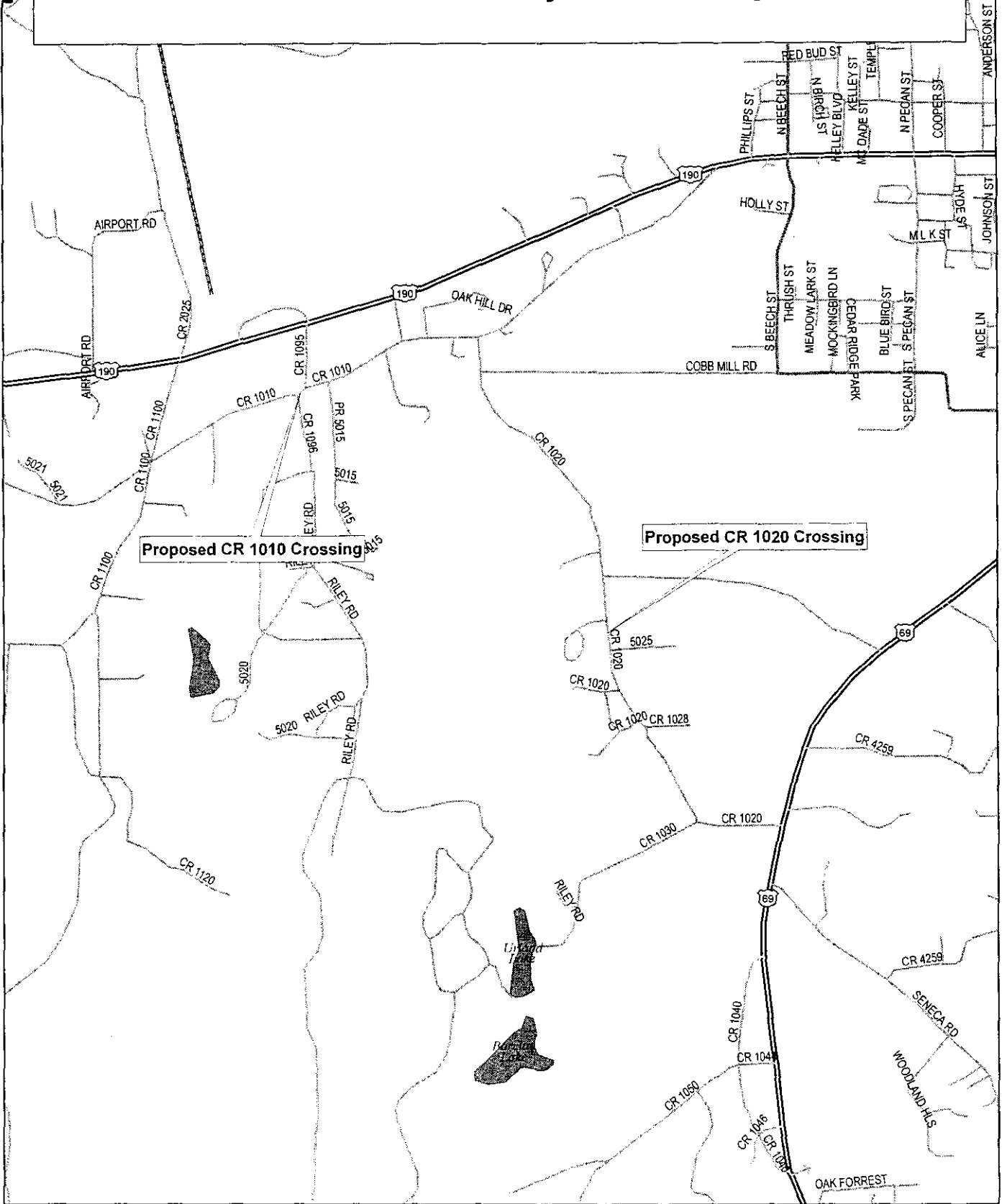
REVISION		
NO	DATE	DESCRIPTION
A	9/7/06	INITIAL REVIEW

**PRO PLUS, INC.**  
11150 S. Wilcrest, Suite 101  
Houston, Texas 77099  
(281) 568-9200  
FAX: (281) 568-9998

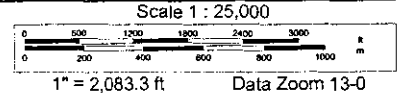
SCALE AS SHOWN	
DRAWN CLA	DATE 9/7/06
CHK'D CGS	DATE 9/7/06
APPROVED	DATE
PRO PLUS JOB NO. 0653	
AFE/P.O. NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A06532102	

<b>EAGLE ROCK ENERGY SERVICES, L.P.</b>	
TITLE	PROPOSED 8" PIPELINE CROSSING COUNTY ROAD 1010 TYLER COUNTY, TEXAS
NO.	A06532102
REV.	A

# Site Map for Proposed 8" Pipeline Crossing CR 1020 & CR 1010, Tyler County, Texas



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 www.delorme.com



# PRO PLUS, INC.

11150 S. Wilcrest Drive  
Suite 101  
Houston, Texas 77099

(281) 568-9200  
Fax: (281) 568-9998  
E-mail: proplus@proplusinc.com

September 15, 2005

RE: MAOP Calculations - 8" Natural Gas Pipeline

The following information is provided to document the design of the 8" Natural Gas pipeline for road crossings near the town of Woodville, Texas for Eagle Rock Energy Services, L.P.:

### Design Criteria

Pipe: 8.625" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

### Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$  where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (8.625")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

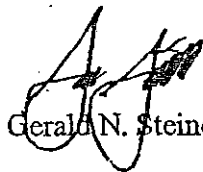
$P = (2 \times 52,000 \times 0.250 / 8.625) \times 1.0 \times 0.50$

P = 1,507 psi (Note: the MAOP is limited to 1360 psi by other sections of the pipeline system.)

### Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,360 psi = 1,700 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,360 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

Sincerely,



Gerald N. Steindorff, P.E.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/30/2005

PRODUCER  
JOHN L. WORTHAM & SON, L.P.  
P.O. BOX 1388  
HOUSTON, TEXAS 77251-1388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

077357-16-1 mdc - hpeacock

### INSURERS AFFORDING COVERAGE

INSURED  
EAGLE ROCK ENERGY SERVICES, LP  
14950 HEATHROW FOREST PARKWAY  
SUITE 111  
HOUSTON, TX 77032

INSURER A: Steadfast Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BOG6591743900	12/01/2005	12/01/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	\$	E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER	\$															
E.L. EACH ACCIDENT		\$															
E.L. DISEASE - EA EMPLOYEE		\$															
E.L. DISEASE - POLICY LIMIT		\$															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION (BELOW & SEE REVERSE)

TYLER COUNTY  
300 WEST BLUFF  
WOODVILLE, TX 75979

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENT'S OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
JOHN L. WORTHAM & SON, L.P.

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  
If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

---

**CANCELLATION NOTICE**

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:

(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

11

PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY  
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P. whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 1020 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 8 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 1020 approximately 182 feet northwest of a County Road 5025.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 1020 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 1020, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 1020 shall be limited exclusively to the purpose designated herein and should Tyler County reasonably determine that the pipeline needs to be moved or presents an undue threat to the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.

**Eagle Rock Energy** and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of **lateral** use of the rights of way for the construction, operation and maintenance of the gathering line by **Eagle Rock Energy**. **Eagle Rock Energy** shall provide Tyler County with a certificate of liability insurance in the amount of \$1,000,000.00 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins, and such policy is to remain in force while said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by **Eagle Rock Energy**, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

**Eagle Rock Energy** shall provide and post gas line marking and/or signs on **County Road 1020** and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, **Eagle Rock Energy** does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to **Eagle Rock Energy** under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 7 day of September, 2006.

8" Loop Line (name of pipeline)

By: \_\_\_\_\_ (executor)

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: 

Name: Jerome Owens

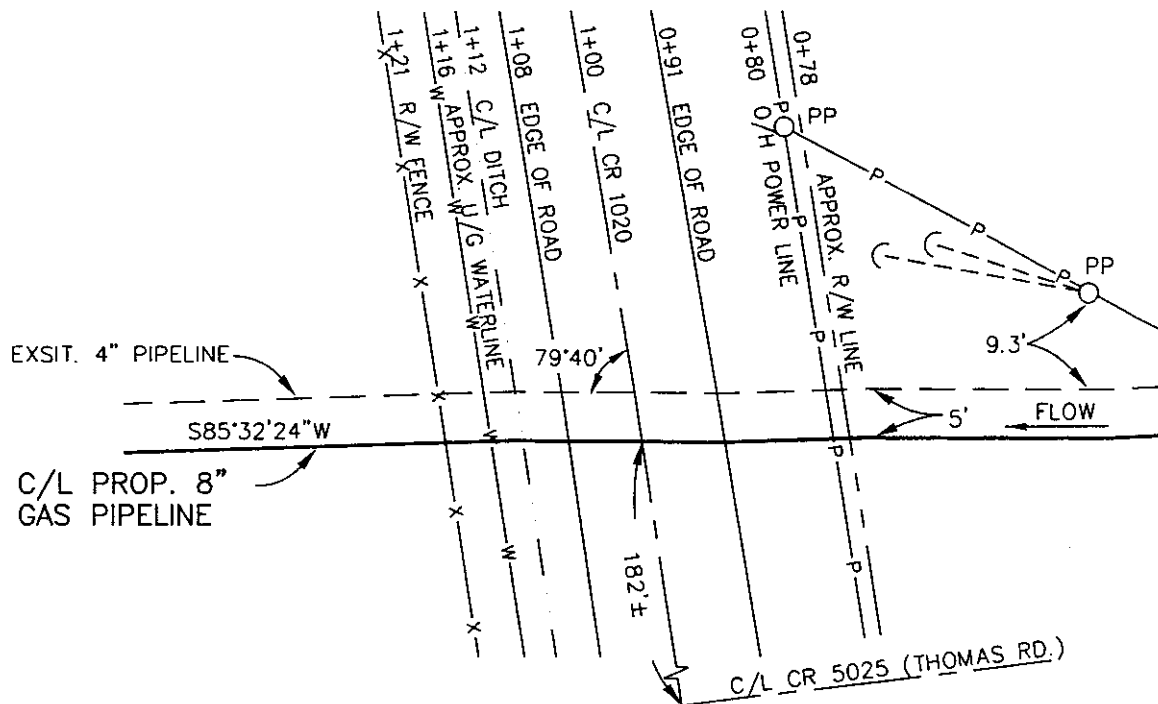
Title: County Judge

Date: 9-15-06



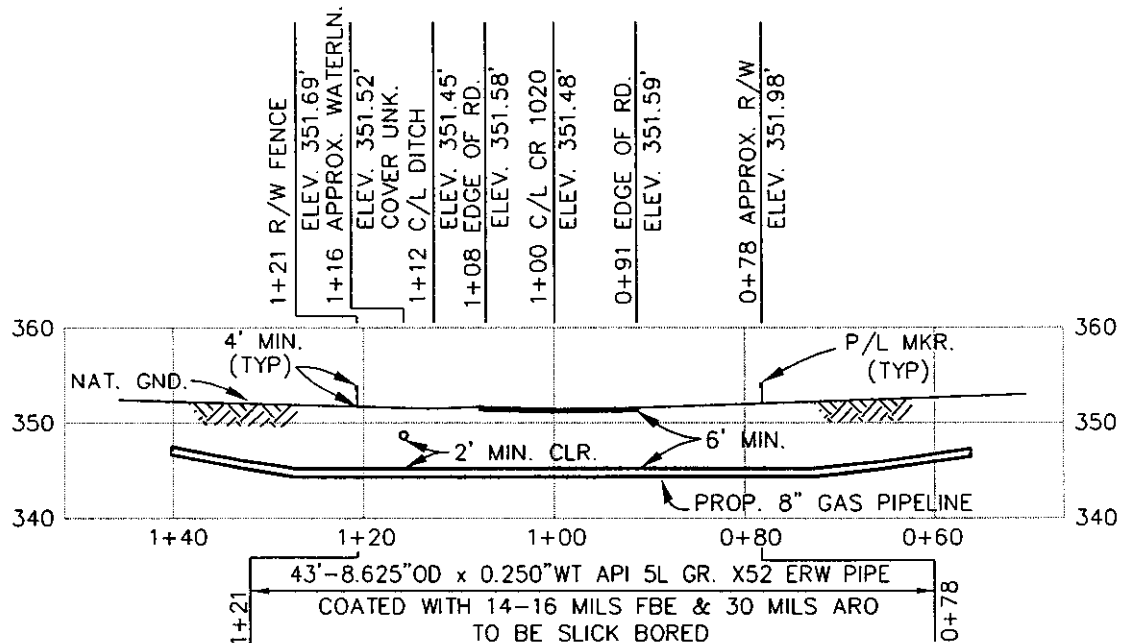
# TYLER COUNTY, TEXAS

## JOSIAH WHEAT SURVEY, A-657



### PLAN

SCALE: 1"=20'



### PROFILE

SCALE: 1"=20' HORZ.  
SCALE: 1"=20' VERT.

NOTE: CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

BENCHMARK: BASE OF WOOD  
FCE. POST 22.7' LT. @ STA. 0+71  
APPROX. EL. 356.16'  
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 9/6/06 TIME: 16:30

REVISION		
NO	DATE	DESCRIPTION
A	9/6/06	INITIAL REVIEW

**PRO PLUS, INC.**  
11150 S. Wilcrest, Suite 101  
Houston, Texas 77099  
(281) 568-9200  
FAX: (281) 568-9998

SCALE AS SHOWN	
DRAWN	DATE
CLA	9/6/06
CHK'D	DATE
CGS	9/6/06
APPROVED	DATE
PRO PLUS JOB NO.	0653
AFE/P.O.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO.	A06532101

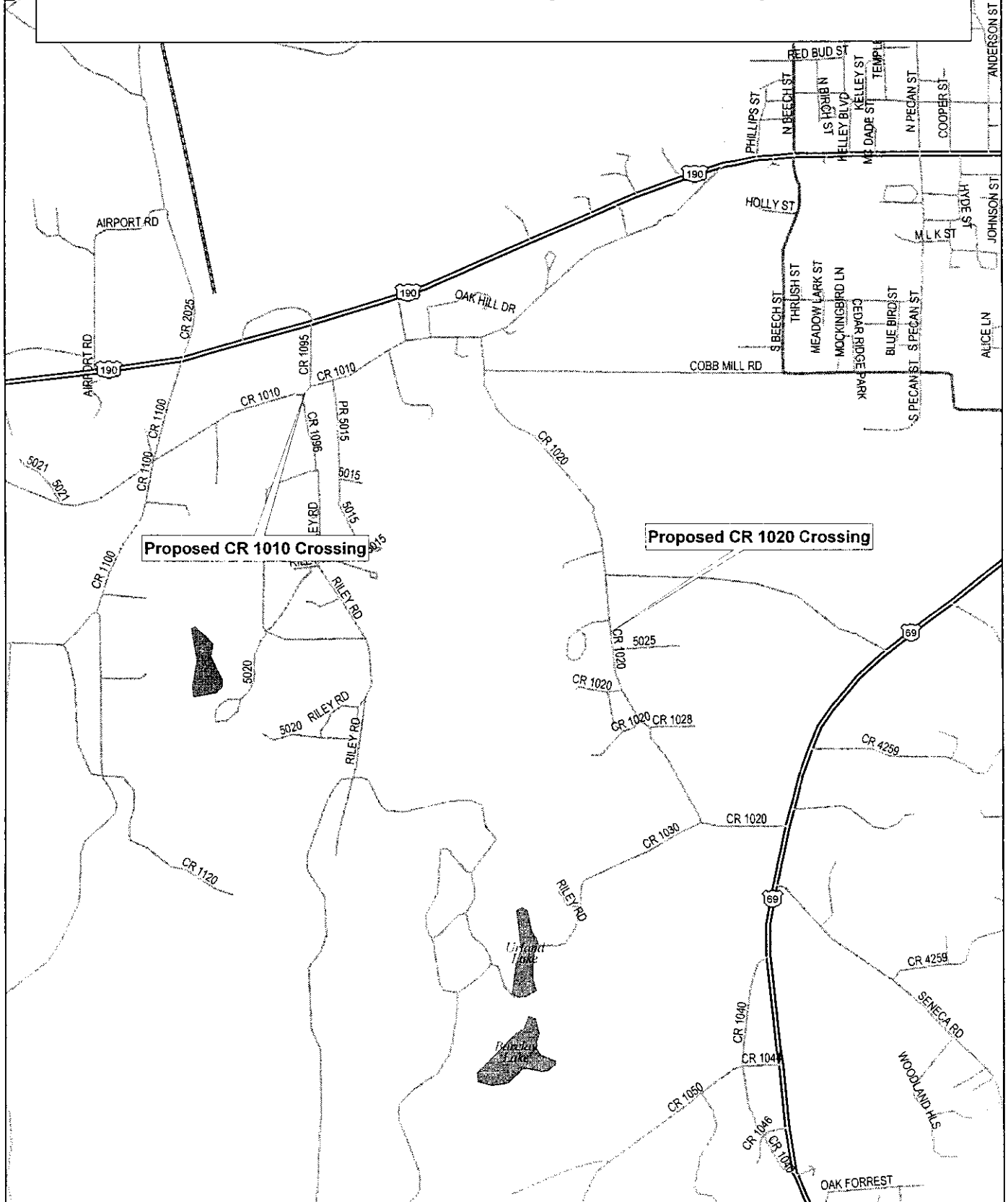
**EAGLE ROCK ENERGY SERVICES, L.P.**

TITLE  
PROPOSED 8" PIPELINE  
CROSSING  
COUNTY ROAD 1020  
TYLER COUNTY, TEXAS

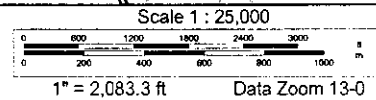
NO. A06532101 REV. A

FILE PATH: A06532101\_.dwg

# Site Map for Proposed 8" Pipeline Crossing CR 1020 & CR 1010, Tyler County, Texas



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 www.delorme.com



# PRO PLUS, INC.

11150 S. Wilcrest Drive  
Suite 101  
Houston, Texas 77099

(281) 568-9200  
Fax:(281) 568-9998  
E-mail: proplus@proplusinc.com

September 15, 2005

RE: MAOP Calculations - 8" Natural Gas Pipeline

The following information is provided to document the design of the 8" Natural Gas pipeline for road crossings near the town of Woodville, Texas for Eagle Rock Energy Services, L.P.:

## Design Criteria

Pipe: 8.625" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

## Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$  where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (8.625")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

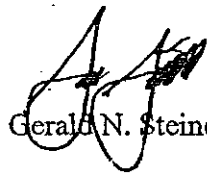
$P = (2 \times 52,000 \times 0.250 / 8.625) \times 1.0 \times 0.50$

P = 1,507 psi (Note: the MAOP is limited to 1360 psi by other sections of the pipeline system.)

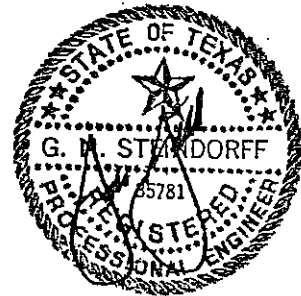
## Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,360 psi = 1,700 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,360 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

Sincerely,



Gerald N. Steindorff, P.E.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/30/2005

PRODUCER  
JOHN L. WORTHAM & SON, L.P.  
P.O. BOX 1388  
HOUSTON, TEXAS 77251-1388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

077357-16-1 mdc - hpeacock

## INSURERS AFFORDING COVERAGE

INSURED  
EAGLE ROCK ENERGY SERVICES, LP  
14950 HEATHROW FOREST PARKWAY  
SUITE 111  
HOUSTON, TX 77032

INSURER A: Steadfast Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BO3659743990	12/01/2005	12/31/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION (BELOW & SEE REVERSE)

TYLER COUNTY  
300 WEST BLUFF  
WOODVILLE, TX 75979

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

JOHN L. WORTHAM & SON, L.P.

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  
If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

---

## CANCELLATION NOTICE

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:

(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

**PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY**

I.

Springfield Pipeline Company, LLC, ("Springfield") whose principal business address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, does hereby apply for a permit as hereinafter provided to utilize and cross beneath Tyler County Road 3000 ("CR 3000"), collectively referred to as "county road".

II.

Springfield is a natural gas utility under the Texas Utilities Code § 121.000, *et seq* and is a gatherer, transporter and purchaser of natural gas produced by various wells, including but not limited to the Anadarko – Mann Trust Well No.1, in Tyler County, Texas situated in the Lucius H. Kerr Survey, Abstract No. 416.

III.

Springfield will construct, operate and maintain a pipeline, not greater than twelve inches (12") in diameter, to transport natural gas produced by various wells, including but not limited to the Mann Trust Well No.1. Said pipeline will cross CR 3000 located 0.8 miles southeast of the intersection with CR 3050.

IV.

Springfield will construct, operate and maintain the pipeline in a good and workman-like manner, in compliance with ordinary care in the pipeline industry and in accordance with applicable laws and regulations.

V.

Springfield will construct the pipeline using ordinary care across the rights-of-way for CR 3000 to a depth of up to 10 feet (10'), but not less than six feet (6') below the bottom of the

county road ditches. Springfield will restore the surface of the county road to the same or better condition than its current condition.

VI.

Springfield hereby indemnifies and agrees to hold Tyler County and its officials harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property or other claims which arise from Springfield's negligent use of the CR 3000 rights-of-way.

VII.

It is agreed that for the consideration stated in this permit, including indemnifying Tyler County and burying the pipeline up to ten feet, but not less than six feet below the crest of CR 3000, Springfield shall not be required by Tyler County, the Commissioners' Court of Tyler County or the Tyler County Judge to remove the pipeline crossing CR 3000. However, Springfield shall be required to relocate said pipeline only if doing so becomes necessary due to a bona fide public emergency. The relocation shall be within Springfield's thirty-foot rights-of-way beneath CR 3000. Tyler County, the Commissioners' Court of Tyler County and/or the Tyler County Judge shall not require Springfield to relocate the pipeline except for public emergencies, including, but not limited to allowing widening or other changing of any traffic lane. Springfield will remove and relocate the gathering line at its sole cost and expense upon ninety (90) days written notification by Tyler County.

VIII.

Tyler County makes no warranty of title or representation of its right to use the rights-of-way for CR 3000.

---

IX.

Springfield and the Commissioners' Court of Tyler County, Texas agree that use of the right-of-way shall be limited to the purpose stated herein. By execution hereof in the space provided below, Springfield hereby applies for the permit as stated herein and Tyler County, Texas does hereby grant a permit to Springfield for use of its rights-of-way for CR 3000.

X.

Springfield is required to pay a \$200.00 Administration Fee to Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashiers check, or money order.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

**HONORABLE TYLER COUNTY JUDGE  
OR COMMISSIONERS' COURT OF  
TYLER COUNTY, TEXAS**

By: 

Printed Name: Terone Owens  
Authorized representative of Tyler County, Texas

**SPRINGFIELD PIPELINE COMPANY, LLC**

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

Printed Name: \_\_\_\_\_  
Authorized Representative of Springfield Pipeline  
Company, LLC



IX.

Springfield and the Commissioners' Court of Tyler County, Texas agree that use of the right-of-way shall be limited to the purpose stated herein. By execution hereof in the space provided below, Springfield hereby applies for the permit as stated herein and Tyler County, Texas does hereby grant a permit to Springfield for use of its rights-of-way for CR 3000.

X.

Springfield is required to pay a \$200.00 Administration Fee to Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashiers check, or money order.

Dated this 15 day of Sept, 2006.

**HONORABLE TYLER COUNTY JUDGE  
OR COMMISSIONERS' COURT OF  
TYLER COUNTY, TEXAS**

By: Jerome Owens  
Printed Name: Jerome Owens  
Authorized representative of Tyler County, Texas

**SPRINGFIELD PIPELINE COMPANY, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Authorized Representative of Springfield Pipeline  
Company, LLC

**CERTIFICATE OF INSURANCE**

ISSUE DATE September 8, 2006

**PRODUCER**

Jardine Lloyd Thompson, LLC  
5847 San Felipe, Suite 2750  
Houston, TX 77057

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

Anadarko Petroleum Corporation  
and its subsidiaries including  
Springfield Pipeline LLC  
1201 Lake Robbins Drive  
The Woodlands, TX 77380

Insurer A	Associated Electric and Gas Insurance Services
Insurer B	
Insurer C	
Insurer D	
Insurer E	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	X0598A1A06	6/30/2006	6/30/2007	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE EACH EMPLOYEE
	<input type="checkbox"/> OTHER:				

Anadarko Petroleum Corporation is self-insured for General Liability exposure(s) US \$2,000,000 each occurrence, above which amount the excess liabilities evidenced hereon will respond.

Re: Springfield 8 inch Range-Sutton Pipeline. Tyler County Road 3000 bore crossing for pipeline construction.

Tyler County, Texas Commissioners Court is named as an Additional insured as required by written contract but only to the extent of those liabilities assumed by the Named Insured therein and furthermore, limited to the operations of the Named Insured.

**CERTIFICATE HOLDER**

Tyler County Commissioners Court  
Attn: County Judge Jerome Owens  
300 West Bluff  
Woodville, TX 75979

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jardine Lloyd Thompson, LLC

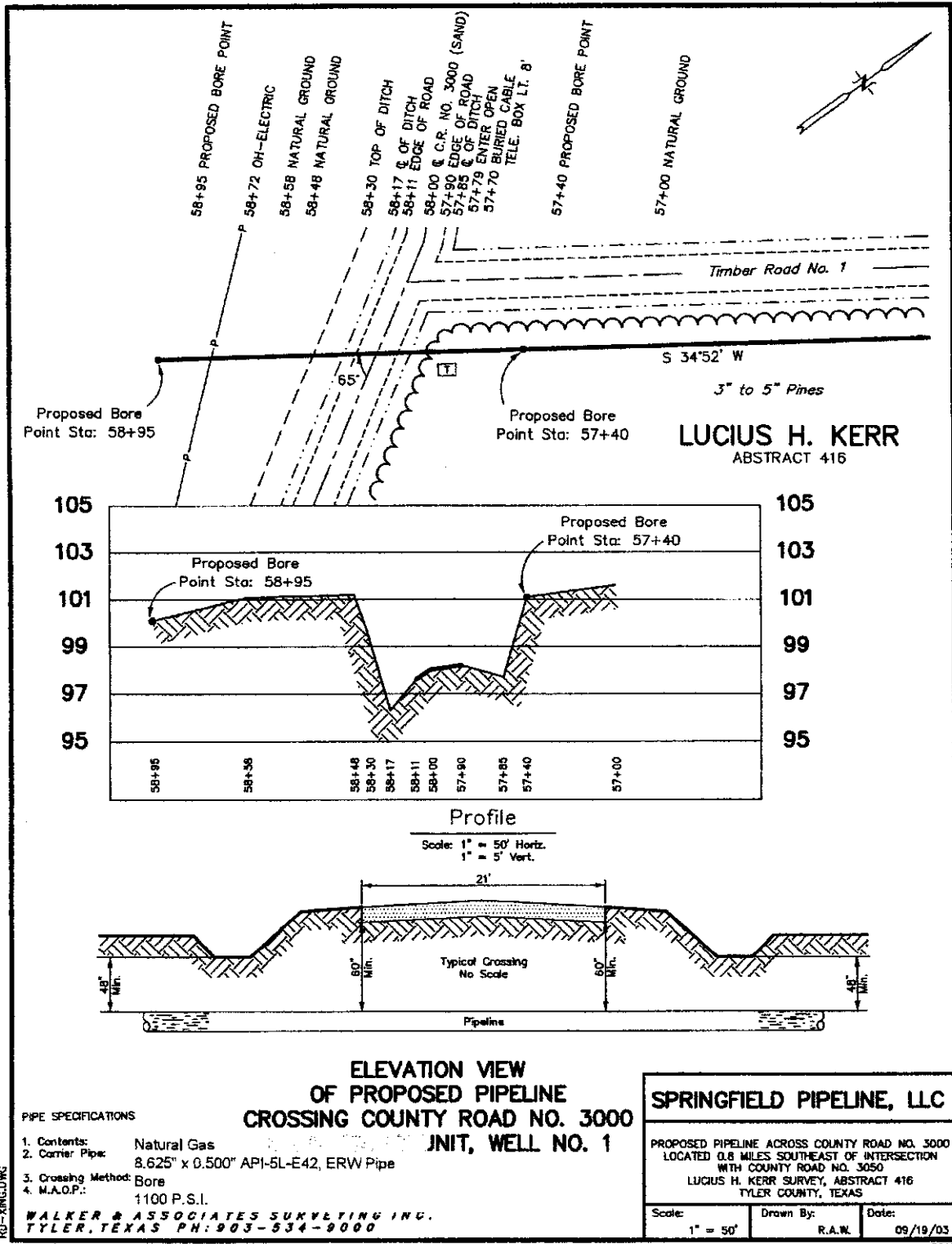
## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**PIPE SPECIFICATIONS**

1. Contents: Natural Gas
2. Carrier Pipe: 8.625" x 0.500" API-5L-E42, ERW Pipe
3. Crossing Method: Bore
4. M.A.O.P.: 1100 P.S.I.

**WALKER & ASSOCIATES SURVEYING INC.**  
 TYLER, TEXAS PH: 903-534-9000

**ELEVATION VIEW  
 OF PROPOSED PIPELINE  
 CROSSING COUNTY ROAD NO. 3000  
 JUNIT, WELL NO. 1**

**SPRINGFIELD PIPELINE, LLC**

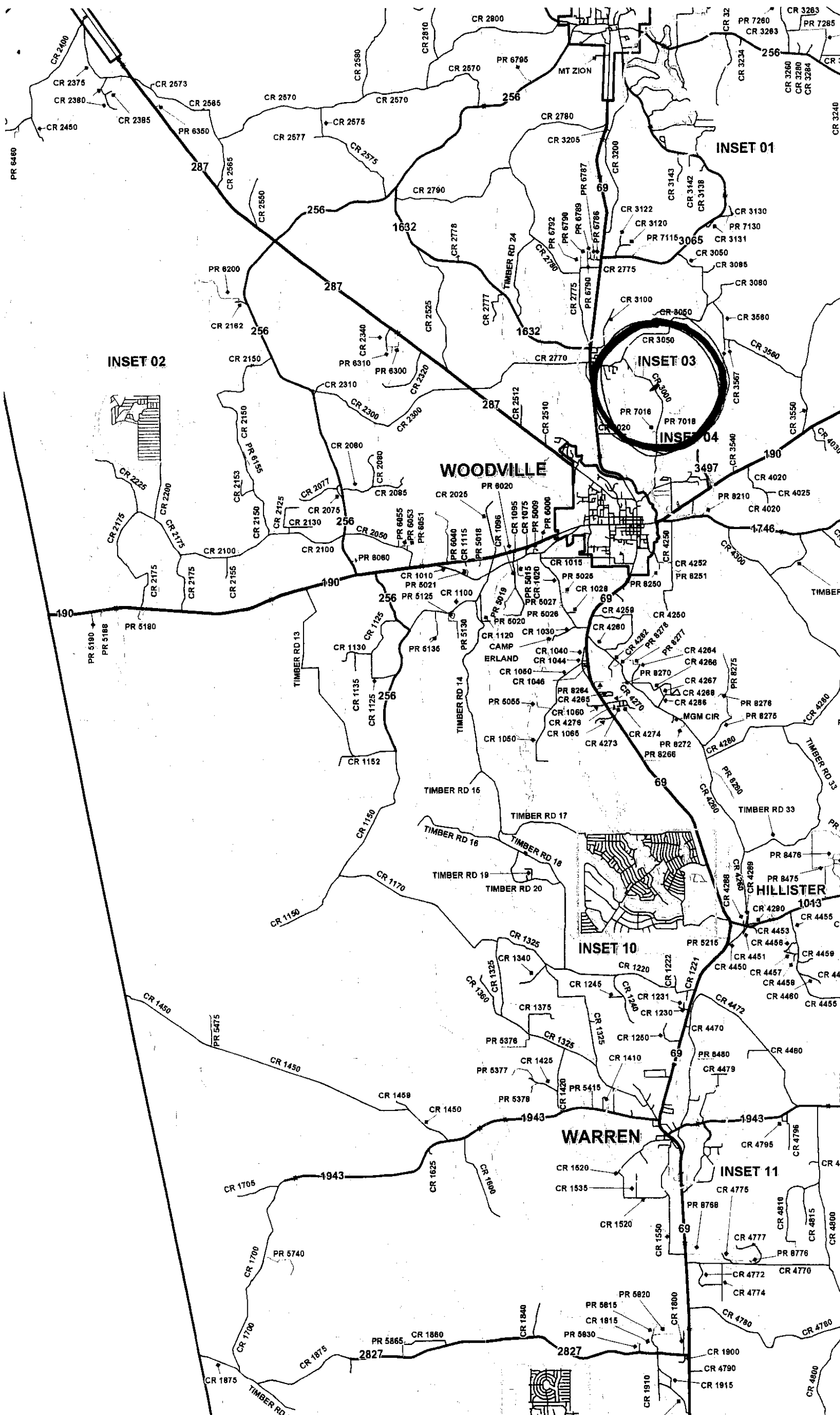
PROPOSED PIPELINE ACROSS COUNTY ROAD NO. 3000  
 LOCATED 0.8 MILES SOUTHEAST OF INTERSECTION  
 WITH COUNTY ROAD NO. 3050  
 LUCIUS H. KERR SURVEY, ABSTRACT 416  
 TYLER COUNTY, TEXAS

Scale: 1" = 50'	Drawn By: R.A.W.	Date: 09/19/03
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RD-XING.DWG

CH421/80

8612



INSET 01

INSET 02

INSET 03

INSET 04

WOODVILLE

INSET 10

WARREN

INSET 11

HILLISTER

CAMP ERLAND

MGM CIR

TIMBER RD 13

TIMBER RD 14

TIMBER RD 15

TIMBER RD 16

TIMBER RD 17

TIMBER RD 18

TIMBER RD 19

TIMBER RD 20

TIMBER RD 33

TIMBER RD 35

TIMBER RD 37

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TIMBER RD 155

TIMBER RD 157

TIMBER RD 159

TIMBER RD 161

PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY  
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P. whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 3550 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 10 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 3550 approximately 8,126 feet northeast of a County Road 3560.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 3550 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3550, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 3550 shall be limited exclusively to the purpose designated herein and should Tyler County reasonably determine that the pipeline needs to be moved or presents an undue threat to the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.

**Eagle Rock Energy** and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of **lateral** use of the rights of way for the construction, operation and maintenance of the gathering line by **Eagle Rock Energy**. **Eagle Rock Energy** shall provide Tyler County with a certificate of liability insurance in the amount of \$1,000,000.00 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins, and such policy is to remain in force while said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by **Eagle Rock Energy**, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

**Eagle Rock Energy** shall provide and post gas line marking and/or signs on **County Road 3550** and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, **Eagle Rock Energy** does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to **Eagle Rock Energy** under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 29 day of August, 2006.

Tyler County Pipeline Extension (name of pipeline)

By: \_\_\_\_\_ (executor)

**PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS**

By: Jerome Owens

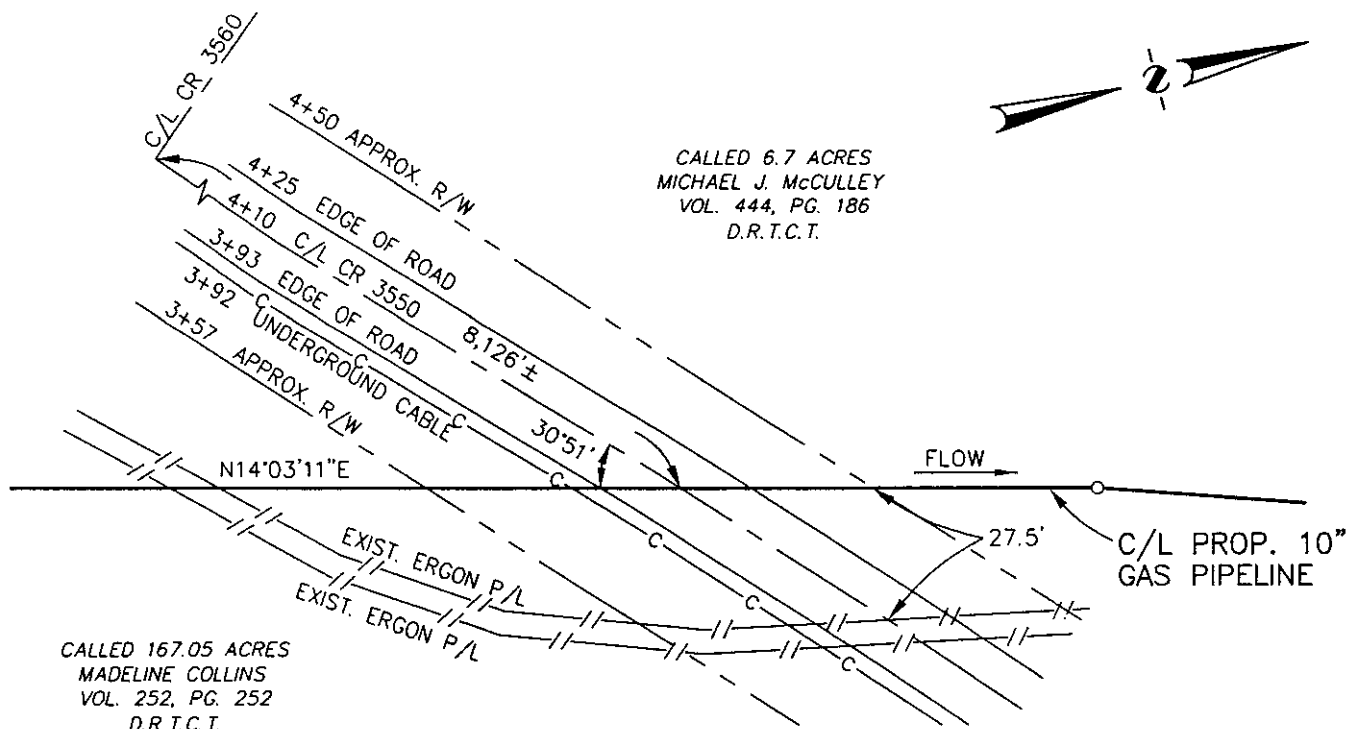
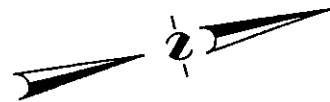
Name: Jerome Owens

Title: County Judge

Date: 9-15-06

# TYLER COUNTY, TEXAS

## SQUIRE CRUSE SURVEY, A-13

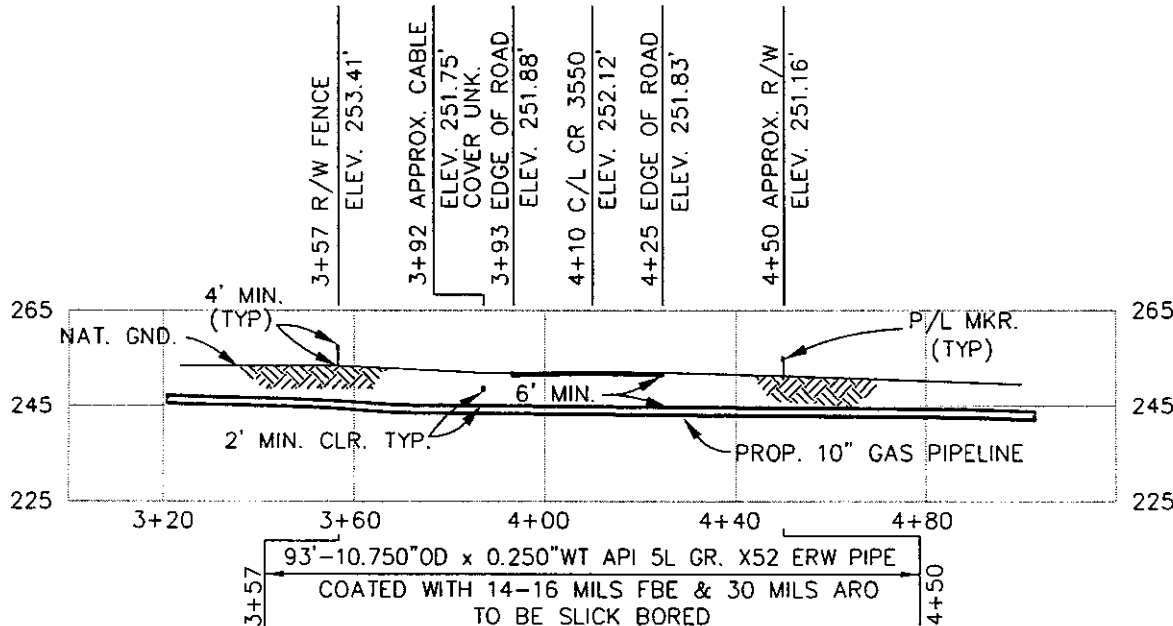


CALLED 167.05 ACRES  
 MADELINE COLLINS  
 VOL. 252, PG. 252  
 D.R.T.C.T.

CALLED 6.7 ACRES  
 MICHAEL J. McCULLEY  
 VOL. 444, PG. 186  
 D.R.T.C.T.

### PLAN

SCALE: 1"=40'



### PROFILE

SCALE: 1"=40' HORZ.  
 SCALE: 1"=40' VERT.

NOTE: CONTRACTOR TO VERIFY  
 LOCATION OF EXISTING UTILITIES  
 PRIOR TO CONSTRUCTION.

BENCHMARK: FOUND IRON ROD  
 45' RT. @ STATION 6+12  
 APPROX. EL. 248.71'  
 MAOP - 1209 PSIG

REVISION		
NO	DATE	DESCRIPTION
A	8/28/06	INITIAL REVIEW

**PRO PLUS, INC.**  
 11150 S. Wilcrest, Suite 101  
 Houston, Texas 77099  
 (281) 568-9200  
 FAX: (281) 568-9998

SCALE AS SHOWN	
DRAWN CLA	DATE 8/28/06
CHK'D CGS	DATE 8/28/06
APPROVED	DATE
PRO PLUS JOB NO. 0609	
AFE/P.O.N.O.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A06092101	

**EAGLE ROCK ENERGY SERVICES, L.P.**

TITLE  
 PROPOSED 10" PIPELINE  
 CROSSING  
 COUNTY ROAD 3550  
 TYLER COUNTY, TEXAS

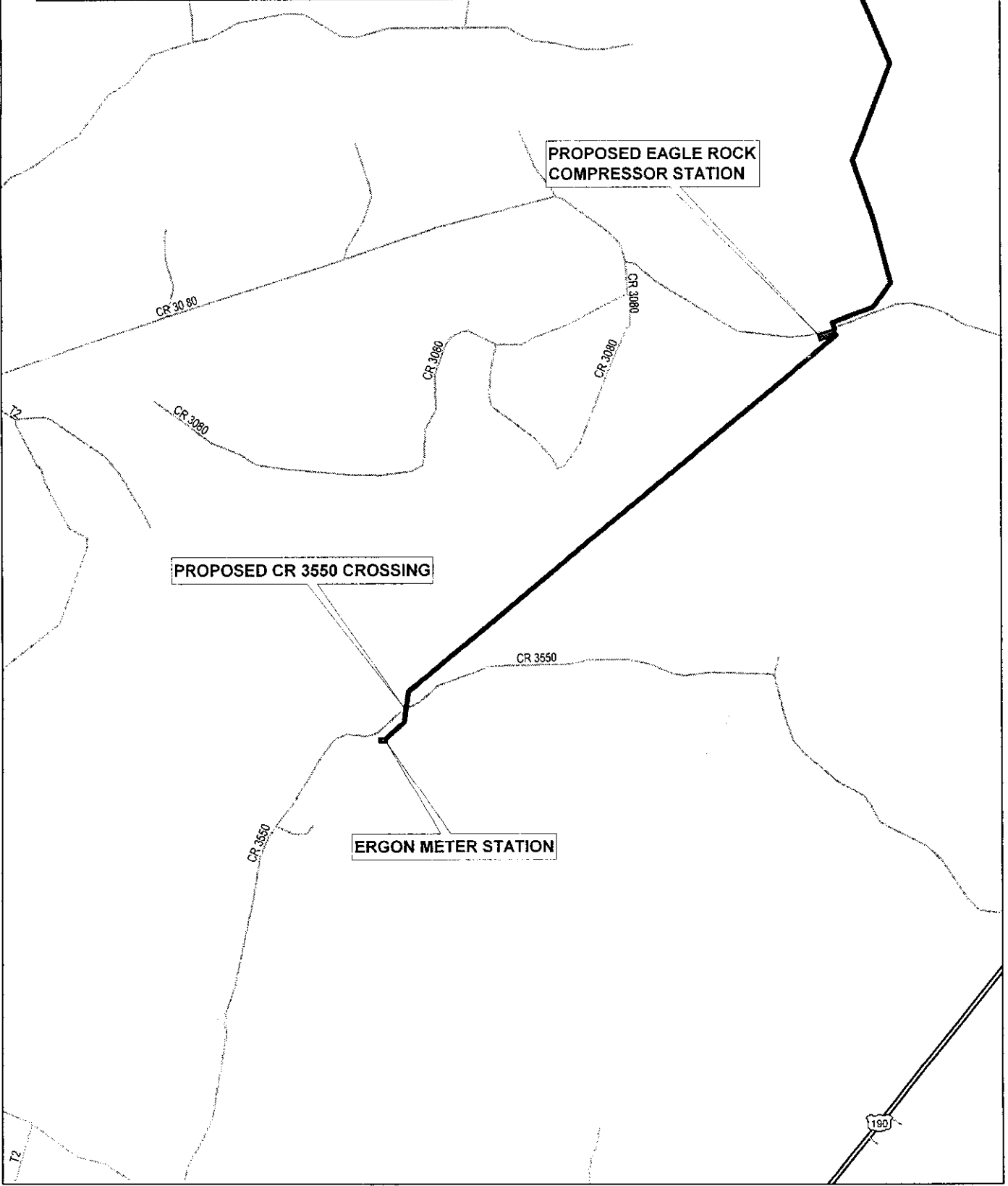
NO.	A06092101	REV.	A
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PLOTTED BY: CLA DATE: 8/28/06 TIME: 13:00

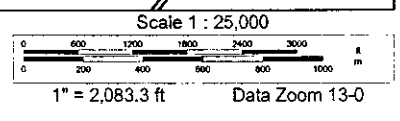
FILE PATH: A06092101.dwg



# Site Map for Proposed 10" Pipeline Crossing CR 3550, Tyler County, Texas



Data use subject to license.  
© 2004 DeLorme. XMap® 4.5.  
www.delorme.com



# PRO PLUS, INC.

11150 S. Wilcrest Drive  
Suite 101  
Houston, Texas 77099

(281) 568-9200  
Fax:(281) 568-9998  
E-mail: [proplus@proplusinc.com](mailto:proplus@proplusinc.com)

September 15, 2005

RE: MAOP Calculations - 8" Natural Gas Pipeline

The following information is provided to document the design of the 8" Natural Gas pipeline for road crossings near the town of Woodville, Texas for Eagle Rock Energy Services, L.P.:

### Design Criteria

Pipe: 8.625" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

### Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$  where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (8.625")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

$P = (2 \times 52,000 \times 0.250 / 8.625) \times 1.0 \times 0.50$

P = 1,507 psi (Note: the MAOP is limited to 1360 psi by other sections of the pipeline system.)

### Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,360 psi = 1,700 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,360 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

Sincerely,

  
Gerald N. Steindorff, P.E.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (REMEDY)  
10/27/2005

**PRODUCER**  
JOHN L. WORTHAM & SON, L.P.  
P.O. BOX 1388  
HOUSTON, TEXAS 77251-1388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

077357-6-1 mdc - nlebeuf

**INSURED**  
EAGLE ROCK ENERGY SERVICES, LP  
14950 HEATHROW FOREST PARKWAY  
SUITE 111  
HOUSTON, TX 77032

**INSURERS AFFORDING COVERAGE**

INSURER A: American Home Assurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL4770674	12/03/2004	12/03/2005	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> WC STATU-TORY LBTS <input type="checkbox"/> BOTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS**  
 TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER</b>	<b>CANCELLATION (BELOW &amp; SEE REVERSE)</b>
TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75979		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE JOHN L. WORTHAM & SON, L.P.

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  
If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

---

**CANCELLATION NOTICE**

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:  
(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/30/2005

PRODUCER  
JOHN L. WORTHAM & SON, L.P.  
P.O. BOX 1388  
HOUSTON, TEXAS 77251-1388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

077357-16-1 mdc - hpeacock

## INSURERS AFFORDING COVERAGE

INSURED  
EAGLE ROCK ENERGY SERVICES, LP  
14950 HEATHROW FOREST PARKWAY  
SUITE 111  
HOUSTON, TX 77032

INSURER A: Steadfast Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BO36591743900	12/01/2005	12/01/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION (BELOW & SEE REVERSE)

TYLER COUNTY  
300 WEST BLUFF  
WOODVILLE, TX 75979

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
JOHN L. WORTHAM & SON, L.P.

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**STATEMENT OF QUALIFICATIONS**

**FOR**

**ARCHITECTURAL SERVICES**

**FOR**

**TYLER COUNTY**

**JB  EST BUILDING RENOVATION**

**GOODWIN-LASITER, INC.**

1609 S. CHESTNUT, SUITE 202

LUFKIN, TEXAS 75901

(936) 637-4900

FAX (936) 637-6330

**SEPTEMBER 15, 2006**

---

**CENTRAL TEXAS**

1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 698-6767

**HOME OFFICE**

1609 S. CHESTNUT, STE 202  
LUFKIN, TX 75901  
(936) 637-4900

**GOODWIN-LASITER, INC.**

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website: [www.goodwinlasiter.com](http://www.goodwinlasiter.com)

email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)





GOODWIN ■ LASITER, INC.  
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

HOME OFFICE  
(936) 637-4900  
FAX (936) 637-6330

CENTRAL TEXAS OFFICE  
(979) 696-6767  
FAX (979) 696-2685

September 15, 2006

Tyler County  
100 West Bluff, Room 106  
Woodville, Texas 75979

Attn: Joyce Moore, County Auditor

RE: ID# 08182006-01 Architectural Services for the Renovation of the  
J.B. Best Building for Tyler County

Dear Ms. Moore:

Goodwin-Lasiter, Inc. is pleased to submit our **Qualification Statement** for professional services for the Tyler County Renovations.

As one of the largest East Texas Area Architectural and Engineering firms, Goodwin-Lasiter, Inc. has enjoyed a long and successful history of providing quality building projects for county governments within a variety of budget ranges. It is our business philosophy to make our projects fit the needs of each client individually, monetarily, functionally, and aesthetically. We also know that counties need buildings that will stand the test of time, for maintenance and expandability. We have been able to help many East Texas counties meet their goals and would consider it a privilege to work with Tyler County.

Since its establishment in 1983, Goodwin-Lasiter, Inc. has grown from a four person office to its present staff of over 55. This includes partner firm Scott & Strong along with our Central Texas office located in College Station. Aside from hard work and persistence, this growth can be attributed to two factors:

- Repeat business is the cornerstone of our practice. We believe in providing the highest level of professional service, striving for client satisfaction on every project.
- The second factor is our expanding level of services. We currently offer in-house Architecture, Interiors, MEP, Structural, Civil Engineering and Surveying. This "Full-Service" approach allows the firm to provide superior design and documentation to our clients.


Goodwin-Lasiter, Inc. understands the accountability required of public entities and is familiar with providing professional services to meet these standards. We understand this is a significant capital improvement project for The County, and as such you will require everyone involved to provide the greatest value for Tyler County. Our extensive experience working for public entities has made us aware of the accountability required in public projects. Ultimately this building belongs to the taxpayers, who have a right to know the money spent has been used as judiciously as possible. Similar projects have been successfully completed for clients other than Tyler County including:

- Renovations Woodville City Hall
- Renovations Nacogdoches County Courthouse
- Renovations San Augustine Memorial Hospital
- Renovations of numerous East Texas schools
- Renovations of Texas Department of Transportation Atlanta Laboratory

We hope this information is helpful in making your selection.

Sincerely,

  
Larry J. Lasiter, P.E.  
Vice President

  
Malcom McKinley, A.I.A.  
Architectural Principal

Enclosure

1609 S. CHESTNUT ■ SUITE 202 ■ LUFKIN, TEXAS ■ 75901 ■ admin@goodwinlasiter.com

1509 EMERALD PARKWAY ■ SUITE 101 ■ COLLEGE STATION, TEXAS ■ 77845 ■ ctex@goodwinlasiter.com  
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## **TABLE OF CONTENTS**

### **SECTION I**

#### **BACKGROUND**

### **SECTION II**

#### **FIRM INFORMATION**

### **SECTION III**

#### **REFERENCES**

### **SECTION IV**

#### **PERSONNEL QUALIFICATIONS**

### **SECTION V**

#### **WORK EXPERIENCE**

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#### **CENTRAL TEXAS**

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#### **HOME OFFICE**

1609 S. CHESTNUT, STE 202  
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#### **GOODWIN-LASITER, INC.**

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)





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**SECTION I**  
**BACKGROUND**

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**CENTRAL TEXAS**

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



---

## **SECTION I**

### **BACKGROUND**

Since its establishment in 1983, Goodwin-Lasiter, Inc. has grown from a four person office to its present staff of over 60 including partner firm of Scott & Strong. Aside from hard work and persistence, this growth can be attributed to two factors.

- Repeat business, is the cornerstone of our practice. We believe in providing the highest level of professional service, striving for client satisfaction on every project.
- The second factor is our expanding level of services. We currently offer in-house Architecture, Interiors, MEP, Structural, Civil Engineering, and Surveying. This allows the firm to offer in-house services for all design disciplines.

Goodwin-Lasiter, Inc. began operations in 1983 in Lufkin, Texas, providing quality professional services. In 2001 the firm partnered with Scott & Strong Architects further increasing our capabilities. In 2002 the firm expanded to the Central Texas region opening an office in College Station, Texas. The firm has provided services on a broad range of projects for both public and private concerns. This work has included educational, public, commercial and retail building, athletic facilities, industrial, planning, parks, structural systems, public works, and surveying. The firm has served clients on projects in Texas, Arkansas, Oklahoma, Louisiana, Kentucky, Tennessee, Ohio and Virginia.

Goodwin-Lasiter, Inc. has a staff of 51 employees, including 19 professional-level staff members. Scott & Strong has a staff of 10 including 5 professional level staff members. Our combined professional staff includes 9 registered engineers, 5 registered architects, licensed interior designer, 5 Architectural Designers/Interns, and 5 registered professional land surveyors. The staff has a combined professional experience of over 300 years, with expertise in architecture, interiors, civil engineering, mechanical engineering, electrical engineering, structural engineering, sanitary engineering, agricultural engineering, planning, and surveying.

Design, planning, drafting, analysis, and mapping is accomplished by utilization of "state-of-the-art" computer systems including a personal computer based CADD (computer aided design/drafting) system. Surveying for collection of pertinent field information is accomplished by utilization of computerized data collection systems which allow for accurate and rapid development of field-to-office design plans.

Our staff has extensive experience in the successful performance and implementation of architectural, engineering, and surveying design services.

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**GOODWIN-LASITER, INC.**  
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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)

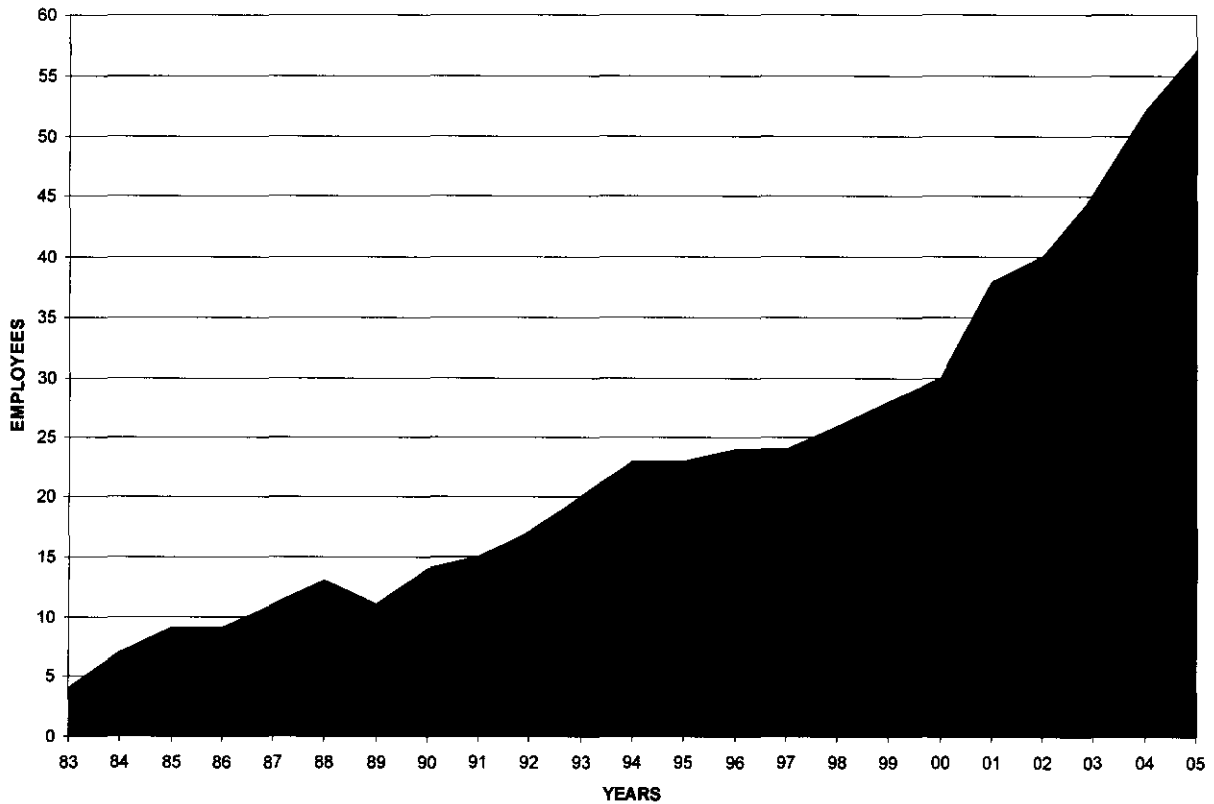


# SECTION I

## BACKGROUND

Goodwin-Lasiter, Inc. is one of the largest firms in the East and Central Texas Regions. We have been in business since 1983 and have enjoyed continual growth because we have been able to provide clients building projects that fit their needs, budgets and schedules. Our size enables us to meet the time demands of our clients. Goodwin-Lasiter, Inc. is also a multidiscipline firm. This allows us control over scheduling because we are not dependent upon outside consultants and their schedules. Providing these services in-house enhances communications and coordination on our projects. This results in well coordinated construction documents and fewer change orders.

Goodwin-Lasiter, Inc. has invested in state-of-the-industry computer systems and networking, further increasing our efficiency and scheduling abilities.



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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



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**SECTION II**  
**FIRM INFORMATION**

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[879] 696-6767

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[936] 637-4900

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website: [www.goodwinlasiter.com](http://www.goodwinlasiter.com)

email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



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## SECTION II

### FIRM INFORMATION

#### 1. CONTACT INFORMATION

Goodwin-Lasiter, Inc.  
1609 S. Chestnut, Suite 202  
Lufkin, TX 75901  
1509 Emerald Pkwy, Suite 101  
College Station, TX 77845

➤ **Larry Lasiter, P.E.**  
**Malcom McKinley, A.I.A.**  
Voice (936) 637-4900; Fax (936) 637-6330  
email: [architects@goodwinlasiter.com](mailto:architects@goodwinlasiter.com)

#### 2. INSURANCE

Goodwin-Lasiter, Inc. carries \$1,000,000 professional liability insurance. We have never had any claims against our insurance, nor are any claims pending.

The agent is:  
Morgan Insurance Agency  
3708 S. Medford, Lufkin, Texas 75901  
(936) 634-7755

The Insurance Company is:  
National Casualty Co.  
16 N. Carroll Street, Suite 209  
Madison, WI 53703-2783

#### 3. PRIMARY ARCHITECT

➔ Larry J. Lasiter, P.E. will be the Principal-in-Charge for the project. Malcom McKinley AIA will be the lead architect assigned to manage the project (project manager). Goodwin-Lasiter is committed to provide continuity to the District. Therefore, Mr. McKinley will be assigned for the duration of the contract. Malcom McKinley, A.I.A., and Larry Lasiter, P.E. will be committed as the primary contacts from conceptual Schematic Design through the Contract Close-Out.

This personal approach has been a key to growth and success. The resumes of Mr. McKinley and Mr. Lasiter, along with other key persons who will work on the project are included in Section IV.

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#### CENTRAL TEXAS

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(979) 696-6767

#### HOME OFFICE

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(936) 637-4900

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



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**SECTION III**  
**REFERENCES**

---

**CENTRAL TEXAS**

1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 686-6767

**HOME OFFICE**

1609 S. CHESTNUT, STE 202  
LUFKIN, TX 75901  
(936) 637-4800

**GOODWIN-LABITER, INC.**

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website: [www.goodwinlabiter.com](http://www.goodwinlabiter.com)  
email: [engineers@goodwinlabiter.com](mailto:engineers@goodwinlabiter.com)



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## SECTION III

### REFERENCES

Nacogdoches County  
101 West Main  
Nacogdoches, Texas 75961  
(936) 560-7754  
Sue Kennedy, County Judge

Angelina College  
P.O. Box 1768  
Lufkin, Texas 75902  
(936) 633-5201  
Dr. Larry Phillips, President

Shelbyville I.S.D.  
P.O. Box 325  
Shelbyville, Texas 75973  
(936) 598-2641  
Dr. Ray West, Superintendent

Woodville I.S.D.  
505 North Charlton  
Woodville, Texas 75979  
409/283-3752  
Glenn Conner, Superintendent

City of Newton  
Kaufman & North St./P.O. Box 889  
Newton, Texas 75966  
(409) 379-5061  
Donald Meek, City Administrator

Berry & Clay Constructors  
201 West First Street  
Rusk, Texas 75785  
903/683-2381  
Danny Berry, President

City of Lufkin  
300 E. Shepherd  
Lufkin, Texas 75902  
(936) 633-0414  
Keith Wright, P.E., City Engineer

Garrison I.S.D.  
Drawer 510  
Garrison, Texas 75946  
(936) 347-2940  
Arnie Kelley, Superintendent

Rusk I.S.D.  
203 East Seventh Street  
Rusk, Texas 75785  
(903) 683-5592  
Dr. Jim Largent, Superintendent

Crockett I.S.D.  
704 Burnet  
Crockett, Texas 75835  
(936) 544-2125  
Dr. Bill Like, Superintendent

J.E. Kingham Construction Co., Inc  
P.O. Box 630632  
Nacogdoches, Texas 75963  
(936) 564-3329  
James A. Kingham, Jr., President

Hemphill I.S.D.  
P.O. Box 1950  
Hemphill, Texas 75948  
(409) 787-3371  
Mike Terry, Superintendent

Lufkin I.S.D.  
P.O. Drawer 1407  
Lufkin, Texas 75901  
(936) 634-6696  
Roy Knight, Superintendent

Grapeland I.S.D.  
116 W. Myrtle Street  
Grapeland, TX 75844  
(936) 687-4619  
Buddy Sumrall, Superintendent

Madisonville CISD  
P.O. Box 879  
Madisonville, TX 77864  
(936) 348-2797  
Karen Richter, Superintendent  
Randy Spiker, Director of Facilities

Diboll I.S.D.  
215 North Temple Blvd.  
Diboll, Texas 75941  
(936) 829-4718  
Horace Williams, Superintendent

Eustace I.S.D.  
106 W. Oak St.  
Eustace, Texas 75124  
(903) 425-5131  
Jack (JW) Wallace, Director of Facilities  
Dr. Coy Holcomb, Superintendent

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#### CENTRAL TEXAS

1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

#### HOME OFFICE

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LUFKIN, TX 75901  
(936) 637-4900

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



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## **SECTION IV**

# **PERSONNEL QUALIFICATIONS**

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### **CENTRAL TEXAS**

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)





## LARRY J. LASITER, P.E.

Registered Professional Engineer—Texas #43133, Kentucky #14606 & Arkansas # 6397



UPC Dormitory



Lufkin First Methodist Youth Center



Sam Houston Statue  
Huntsville, Texas

Mr. Lasiter is the Vice-President of Goodwin-Lasiter, Inc. with extensive experience in the planning, design, and project management of both public and private facilities. He has designed facilities for schools, colleges, multi-family residential, commercial and industrial buildings, airports, public streets, bridges, drainage facilities, as well as utilities including water and sewer, water supply, water treatment and storage, and waste water treatment. This design experience includes extensive use of computers in performing analysis and design.

His extensive experience in building, structural and foundation designs include planning, conceptual and final design. He has also designed several public, commercial, office and residential buildings. Some of his designs have utilized structural systems of steel, reinforced concrete, pre-stress concrete, masonry, composite steel and concrete. Foundation systems designed have included drilled piers, driven piles, and spread footings. Building floor systems have been designed utilizing structural suspended slab systems of reinforced concrete, pre-cast, pre-stressed concrete and post-tensioned pre-stressed concrete. Slab-on-grade floor systems have been designed utilizing reinforced and post-tensioned concrete.

Mr. Lasiter has also designed bridges using composite steel/concrete and pre-stressed concrete. Drainage structure designs have utilized reinforced concrete.

### EDUCATION

Texas A&M University  
Bachelor of Science in Civil Engineering, 1973

### REGISTRATION BOARDS

1978 Professional Engineer, State of Texas—No. 43133  
1986 Professional Engineer, State of Kentucky—No. 14606  
1987 Professional Engineer, State of Arkansas—No. 6397

### PROFESSIONAL AFFILIATIONS

American Water Works Association  
Construction Standards Institute  
Post-Tensioning Institute  
Texas Society of Professional Engineers

**CENTRAL TEXAS**  
1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

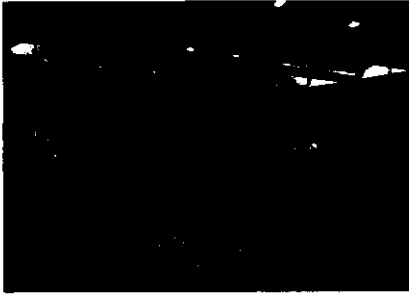
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website: [www.goodwinlasiter.com](http://www.goodwinlasiter.com)  
email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



# MALCOM MCKINLEY, A.I.A.

Registered Architect—Texas #10351 and Louisiana #0296



Sam Houston Visitor Center

Mr. McKinley is the Project Manager for the Architectural Department, overseeing all aspects of the building process, including MEP Design as well as Architectural and Structural Design.

Mr. McKinley has over 22 years experience providing planning and design for both the public and private sectors. Prior to joining Goodwin-Lasiter, Inc. Mr. McKinley was an associate of several large architectural firms in Houston, where he gained broad experience in projects of high complexity involving a multitude of outside consultants as well as simple, utilitarian building projects.



Alabama Coushatta Administration Building

## EDUCATION

University of Texas at Austin  
Bachelor of Architecture, 1980 - Magna Cum Laude

## REGISTRATION BOARDS

1984 Registered Architect, State of Texas - No. 10351  
1986 NCARB Certified - Certificate No. 34,470  
1993 Registered Architect, State of Louisiana - No. 0296

## PROFESSIONAL AFFILIATIONS

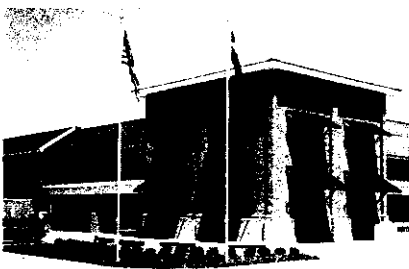
AIA American Institute of Architects  
TSA Texas Society of Architects  
NCARB National Council of Architectural Registration Board



Kurth Memorial Library

## PROJECT EXPERIENCE

- **Kurth Memorial Library—Lufkin, Texas:** New 52,000 SF public library for the City of Lufkin.
- **Memorial Medical Center—San Augustine, Texas:** Hospital addition of new emergency, radiology and physical therapy departments. Renovation of cafeteria, kitchen, administration and patient rooms.
- **Alabama-Coushatta—Livingston, Texas:** New gymnasium and recreation center including spa, sauna and weight room. New administration building and vehicle maintenance building.
- **Sam Houston Visitor Center—Huntsville, Texas:** Recreation of vernacular 1800 dogtrot house with orientation of museum, gift shop and public restrooms.



### CENTRAL TEXAS

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# **JOHN I. RUSK, P.E.**

**Professional Registered Engineer—Texas # 87884**



**City of Bryan - Groesbeck Street**



**Blinn College—Bryan, Texas**



**Saddle Creek Subdivision—Lufkin, Texas**



**Four Way WSC—Huntington, Texas**

Mr. Rusk's major option of study while attending Texas A&M University was in the design discipline of civil engineering. This course study involved transportation systems, water resources, environmental studies, structural design, project management, geotechnical, and materials engineering. Civil design projects included wastewater treatment facilities and design of steel and concrete structures.

Mr. Rusk has experience in various civil engineering projects. These engineering projects include site development, wastewater treatment plants, constructed wetlands, sewer collection systems, water supply and treatment plants, water distribution systems, paving and drainage systems, and industrial design projects.

Mr. Rusk has performed field investigations for various types of projects. Projects include construction inspections of design projects, evaluations of existing water, sewer, and drainage facilities. He has experience studying and evaluating capacities of municipal facilities for TCEQ compliance. He has experience in cost estimating, drainage structure design.

Mr. Rusk has experience with Engineering Reports and Environmental Assessments. He is knowledgeable in the regulatory requirements of the TCEQ, EPA, State and local levels.

Mr. Rusk has managed a wide variety of projects including those previously described. He has progressed from a design engineer to project engineer/manager to his current role as Regional Manager of our Bryan/College Station branch office.

### **EDUCATION**

Bachelor of Science in Civil Engineering, 1994  
Texas A&M University

### **REGISTRATION BOARDS**

2001 Professional Engineer, Texas—No. 87884

### **PROFESSIONAL AFFILIATIONS**

National Society of Professional Engineers  
Texas Society of Professional Engineers  
American Society of Civil Engineers

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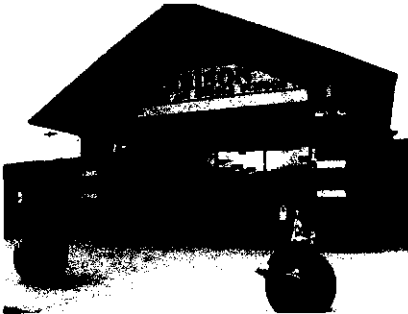


# KENNETH JONES, A.I.A.

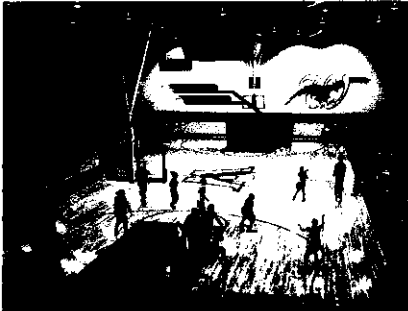
Registered Architect—Texas #18709



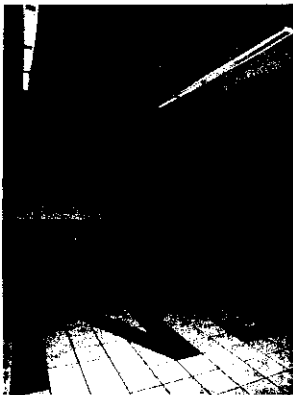
T.L.L. Temple Memorial Library



Garrison I.S.D.



Woden I.S.D.



New Summerfield I.S.D.

Mr. Jones is an Architect responsible for design development, discipline coordination, and construction document preparation. His additional duties include construction administration and production team management.

Mr. Jones has 10 years experience providing design and project coordination. At Goodwin-Lasiter, for the last seven years, he has been responsible for various unique projects with a focus on educational facilities. Prior to joining Goodwin-Lasiter, Inc. Mr. Jones gained experience in hospitality design and ultra-high end residential projects in Texas and on the west coast.

## EDUCATION

University of Houston  
Bachelor of Architecture

## REGISTRATION BOARDS

Registered Architect, State of Texas - No. 18709

## PROFESSIONAL AFFILIATIONS

AIA American Institute of Architects  
TSA Texas Society of Architects  
NCARB National Council of Architectural Registration Boards

## PROJECT EXPERIENCE

- **Woden I.S.D.—Woden, Texas:** New high school building and gymnasium.
- **The History Center—Diboll, Texas:** Archives, research and exhibit facilities for the T.L.L. Memorial Library Archives.
- **Garrison Elementary/Middle School—Garrison, Texas:** New fifteen facility with science and computer labs and media center.
- **New Summerfield I.S.D.—New Summerfield, Texas:** New 16,000 square foot facility with kitchen, tiered cafeteria seating and U.I.L. stage.
- **Fleetwood Transportation Corporate Offices—Diboll, Texas:** New 11,000 square foot building with master plan for future maintenance facility and highway expansion.
- **Kurth Memorial Library—Lufkin, Texas:** New 52,000 SF public library for the City of Lufkin.

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# BILLY BALLOW

Registered Architect—Texas #19419



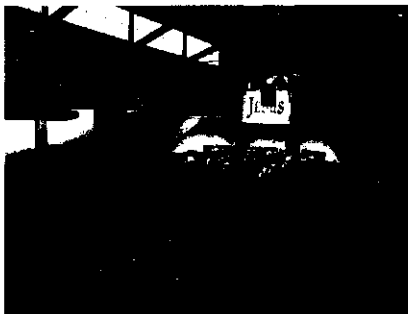
Shelbyville I.S.D. Gymnasium



Beall's Furniture—Lufkin, Texas



Harmony Hill Baptist Church



Mr. Ballow has 13 years experience in the field of Architecture which includes site design and planning, floor arrangement and planning, foundation planning with detailed sections, structure cross sections and details, exterior building elevations, mechanical/plumbing/electrical planning, project management, site investigations and contract documentation.

Other related work experience includes inspections for government subsidized housing rehabilitation projects (H.U.D.), computer aided drafting skills in the field of civil design which includes waste water treatment plants and potable water systems and surveying which includes topographical, boundary, mortgage loan and construction staking.

## EDUCATION

Texas A&M University  
Bachelor of Environmental Design, 1991  
College of Architecture

## REGISTRATION BOARDS

Registered Architect, State of Texas - No. 19419

## PROJECT EXPERIENCE

- **Shelbyville I.S.D.—Shelbyville, Texas:** New 31,100 square foot 1300-seat Gymnasium and Bandhall
- **Beall's Furniture—Lufkin, Texas:** New 42,400 SF upscale furniture showroom with 13,000 SF warehouse, covered four bay truck loading dock and seventy-five concrete parking spaces.
- **Harmony Hill Baptist Church—Lufkin, Texas:** New 28,940 square foot 950-seat worship facility with 150 seat choir/orchestra, theatrical lighting, rear screen projectors and 10 classrooms.
- **Spurger ISD—Spurger, Texas:** New 37,000 SF 580-seat gymnasium and cafeteria; New 3,600 SF media center; New 8,325 SF middle school addition; New 4,000 SF elementary addition.
- **Christian Information & Service Center—Lufkin, Texas:** New 12,045 square foot office building

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# EDDIE MORGAN, P.E.

Professional Registered Engineer—Texas #51663



Chemical Processing Systems



Power Generation



Forest Products Industries



Waste Treatment

Mr. Morgan, as a Project Manager for Goodwin-Lasiter, Inc., is involved with all phases of projects from feasibility studies through final design. Mr. Morgan has over 25 continuous years of applied engineering work involving a wide range of mechanical engineering applications. His qualifications include:

- Diverse background in mechanical, piping systems and civil/structural applications.
- Successful management of projects ranging from low-cost/fast-track/high-return projects to major capital expansions.
- Experienced in the execution of all phases of Project Management required to successfully control cost and schedule.
- Understands the need for reliable, optimized systems having also served as a mechanical maintenance engineer and as head of a predictive/preventative maintenance group (Vibration Analysis Level II Certified).
- Known for professional engineering design/execution and for professional workplace ethics.

## EDUCATION

Texas A&M University  
Bachelor of Science in Mechanical Engineering, 1975  
Master of Science in Mechanical Engineering, 1977

## REGISTRATION BOARDS

1982 Professional Engineer, State of Texas—No. 51663

## PROJECT EXPERIENCE

Mr. Morgan's project experience has included:

- Cooked Starch Additive System (\$2.75MM)
- Stock Steam Heating System (\$270K)
- Paper Machine Upgrade—Vacuum Systems & Winder (\$4.5MM)
- Paper Finishing Wrap Line (\$7.3MM)
- Paper Machine High Pressure Shower System (\$300K)

Most recently, Mr. Morgan served as the Project Mechanical Engineer, from conception through optimization, for the installation of a world class Paper Machine (\$256MM).

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# ALEJANDRO BARRERA-PEREZ

M.E.P. Designer



Alejandro is a new addition to Goodwin-Lasiter, Inc. and joins the company as a MEP Designer. His course of studies, while attending Texas Tech University, emphasized the fundamentals and use of mechanical engineering in real world applications. Following graduation, Alejandro's engineering applications included local and virtual private networks, fiber optics, security systems and video surveillance equipment for D.H. Investment Company.

Since joining the firm of Goodwin-Lasiter, Inc. in June 2004, Alejandro has worked under the guidance of Professional Engineers to design several mechanical, electrical and plumbing systems. These systems include sizing and selecting air conditioning components, hot and cold water distribution and electrical building components.

Alejandro also has a wide-range of computer aided design experience. His computer work includes programs such as:

- AutoCAD 2002
- CADKey 98
- Pro/Engineer and Ideas.



## EDUCATION

Texas Tech University  
Bachelor of Science in Mechanical Engineering, 2001



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# PATRICK G. OATES, P.E.

Professional Registered Engineer—Texas #68492



Tulane Street—Lufkin, Texas



Copeland Street—Lufkin, Texas



South Loop Crossing



Saddle Creek Subdivision

Mr. Oates is the Project Manager for the Engineering department. His major option of study while attending Texas A&M University was in the transportation/transportation systems design discipline of civil engineering. This course study involved roadway signage, traffic volume counts, urban intersection design, urban signalization systems, and design of signalization systems. Roadway geometric design was also studied which was concerned basically with rural highway design (alignment) and interchange design. The design of storm water facilities was studied in conjunction with rural highway design.

Mr. Oates has extensive experience in analysis and application of flood plains and watershed studies. This involves the use of the HEC-1 and HEC-2 programs by the Corps of Engineers to model storm water impacts on roadways and bridge structures.

Mr. Oates has experience in various civil engineering and surveying projects. Engineering experience includes commercial centers design, water distribution systems, water treatment plants, sewer systems, streets and drainage systems, and capital improvements programs. Surveying experience includes boundary surveys, topographic surveys, construction staking, and slab surveys for both commercial and public works projects.

In addition, Mr. Oates is experienced in the utilization of Computerized Design and Drafting Systems (CAD/CAM) along with other computer programs and systems. He is proficient in developing and designing projects on the AutoCAD system.

His professional background in project operations includes:

- Field Surveys/Data Processing/Analysis (4 years)
- Engineering of Civil/Municipal Facilities (20 years)
- Management of Engineering (8 years)

## EDUCATION

Texas A&M University  
Bachelor of Science in Civil Engineering, 1984

Angelina College  
Associate of Applied Science, 1981

## REGISTRATION BOARDS

1990 Professional Engineer, State of Texas—No. 68492  
1995 TxDOT Precertified—No. 1268

## PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers  
Texas Society of Professional Engineers—President/Pineywoods Chapter  
American Society of Civil Engineers

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## **MIKE J. WALKER, P.E.**

**Professional Registered Engineer—Texas #61693**

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**Hudson Water Supply Corp.**

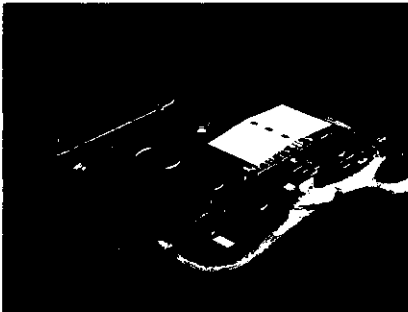
Mr. Walker is a Project Engineer for Goodwin-Lasiter, Inc. His course of specialized study while attending Texas A&M University was primarily in the area of Hydraulics and Hydrology. This course of study has provided a good background for both drainage and waterway design as well as utility plant and line projects.

Mr. Walker has experience in the planning, design cost estimating and construction management of public and private facilities. These facilities have included public streets, drainage facilities, site development planning for residential and commercial subdivisions as well as shopping centers, apartment complexes, public and private buildings. Utility experience has included water and wastewater plant evaluation and design, wastewater collection system design and rehabilitation and water distribution system analysis and design.



**Timpson Wastewater Treatment Plant**

Mr. Walker has performed field investigations and evaluations of existing pavement, design and cost estimating for pavement rehabilitation programs for residential streets, commercial streets, plant roads and rural roadway sections. He has experience in cost estimating, drainage evaluation and drainage structure design. Experience has also included design of subgrade drainage facilities to protect pavement from early failure due to ground-water problems.



**Newton Wastewater Treatment Plant**

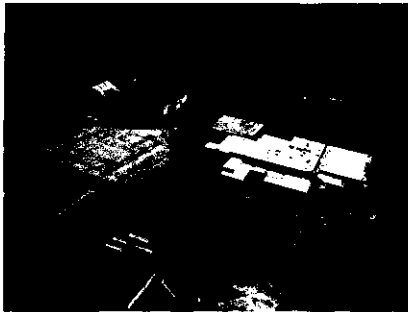
Mr. Walker has experience in field evaluation of corrosion and protective coating failure on structural steel. Mr. Walker has performed field evaluation, rehabilitation/coating system design and field inspection for many public and private steel structures.

### **EDUCATION**

Texas A&M University  
Bachelor of Science in Agricultural Engineering, 1981

### **REGISTRATION BOARDS**

1987 Professional Civil Engineer, State of Texas—No. 61693



**Lufkin Independent School District**

### **PROFESSIONAL AFFILIATIONS**

National Society of Professional Engineers  
Texas Society of Professional Engineers

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# **RICHARD MONTAGUE, R.P.L.S.**

**Professional Registered Land Surveyor—Texas # 4656**



**T.L.L. Temple History Center  
Boundary Survey**

Mr. Montague is a Project Surveyor, for Goodwin-Lasiter, Inc., with considerable experience in all the various aspects of surveying. His experience spans over 35 years and includes right-of-way surveys, boundary surveys, topographic mapping, construction surveying, and surveying management, in Texas, and also in sectionalized land in California, Nevada, Mississippi and Florida.

Mr. Montague has experience in supervising survey crews, technicians and drafters in the performance of a full range of surveying and engineering services. He has extensive experience in records research, deed construction, and property determinations.



**Alto I.S.D.  
Softball Field Topographic Survey**

He has also completed right-of-way mapping/acquisition projects for TxDOT projects. This work has included deed records research and boundary determination calculation. Additionally, he is experienced in the preparation of legal descriptions, parcel plats, and right-of-way maps associated with these projects.

Mr. Montague also has experience as an on-site engineer representative and engineering technician. He has served as engineering technician on numerous paving, drainage, and water/



**Wells I.S.D.  
Topographic Survey**

## **CONTINUING EDUCATION**

Eastfield College—Surveying I, II and III  
GPS and State Plane Coordinates  
Texas State Plain Coordinates & Horizontal Datum Transformation  
Jurisdictional Wetlands as They Relate to Platting and Development  
Boundaries and Litigation  
Geographic Coordinates  
Role of NGS  
Ethics  
Geodesy Basics  
Abstracting and Title Research  
Surveying: Boundary Law Essentials

## **PROFESSIONAL AFFILIATIONS**

Texas Society of Professional Surveyors



**City of Timpson  
Construction Staking**

## **REGISTRATION BOARDS**

1987 Registered Professional Land Surveyor, Texas—No. 4656

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**SECTION V**  
**WORK EXPERIENCE**

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**NACOGDOCHES COUNTY  
COURTHOUSE ANNEX RENOVATIONS**

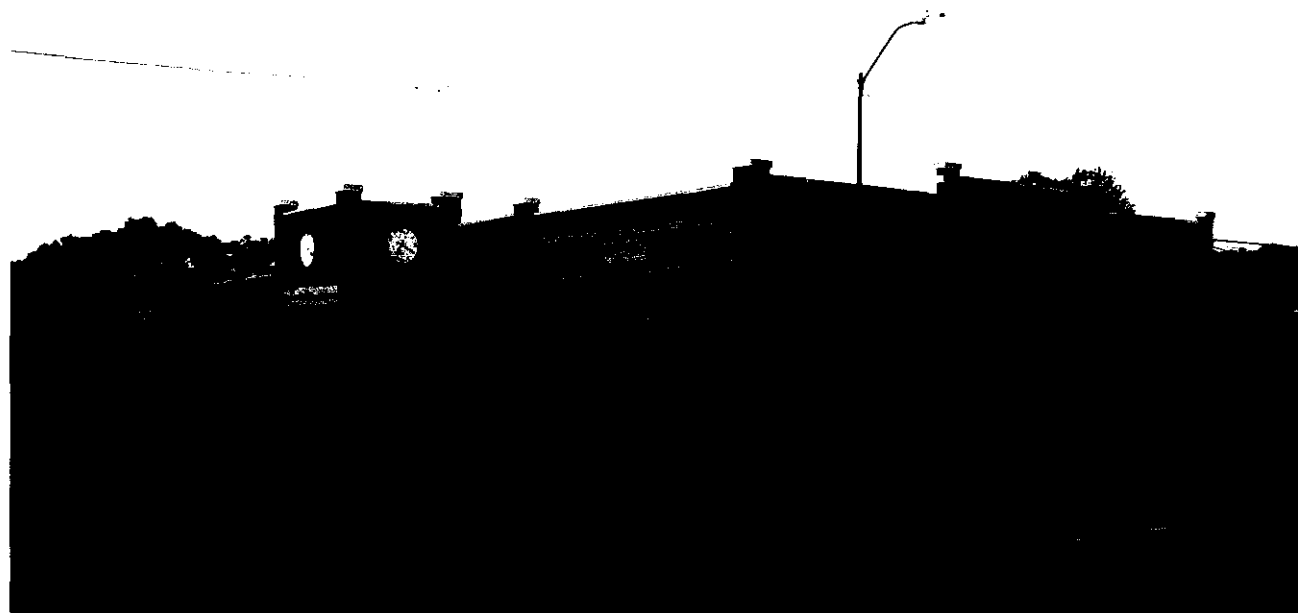


The Annex renovations accommodates:    Area:            12,015 Sq. Ft.

- Election offices
- Personnel offices
- Veteran's offices
- County Extension Agency
- Large court room/meeting room

Completion:    October 2005

Owner Contact: Honorable Sue Kennedy  
County Judge  
Nacogdoches County  
936/560-7544



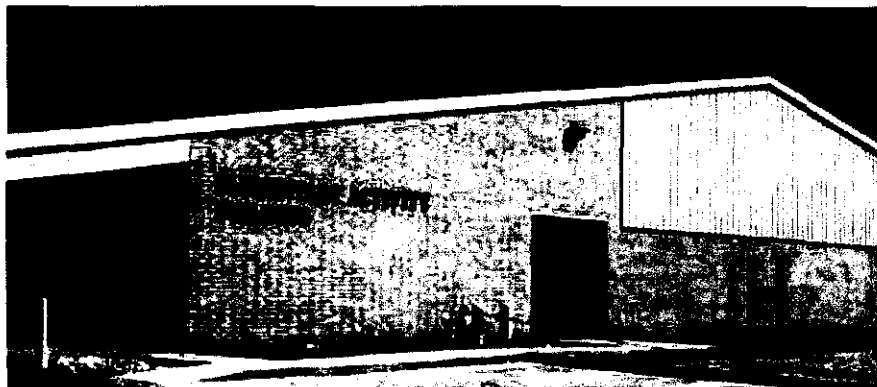
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**HEMPHILL INDEPENDENT SCHOOL DISTRICT  
EARLY CHILDHOOD / MUSIC / ACTIVITY**



**FEATURES**

- Large Covered Pick-Up/Drop-Off
- Sports Court Flooring
- Retractable Basketball Goals
- Height Adjustable Basketball Goals

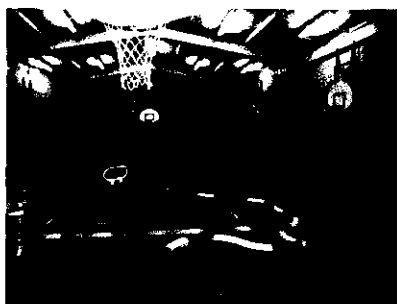


**Owner:** Hemphill I.S.D.  
Mike Terry, Superintendent  
409/787-3371

**Contractor:** Cox Contracting  
Sandy Cox  
936/564-6500



**Completed:** Fall 2003



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**GARRISON INDEPENDENT SCHOOL DISTRICT  
EARLY CHILDHOOD**



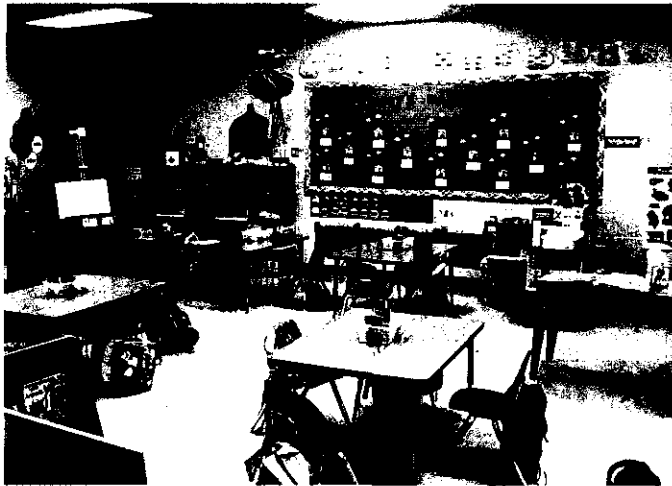
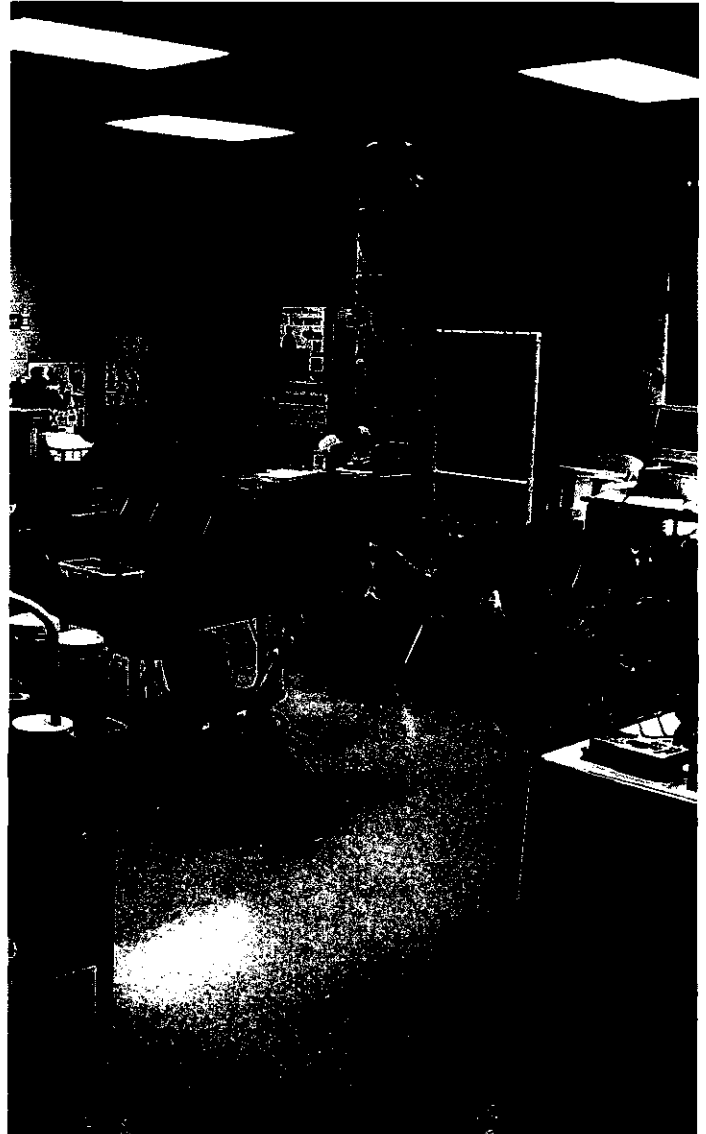
Garrison I.S.D. commissioned Goodwin-Lasiter, Inc. to design an elementary classroom building. The structure incorporates all the functional areas needed in an elementary building, along with amenities such as shelving and teacher storage. Like other institutional buildings Goodwin-Lasiter, Inc. has designed, durable materials such as masonry partition were used to facilitate long term maintenance. The new building is apart of the campus Master Plan and is connected in series to other campus buildings and is consistent with existing campus aesthetics.

**Owner Contact:** Arnie Kelly, Superintendent  
Garrison I.S.D.  
936/347-7000

**Completed:** 1997

**Building Area:** 10,164 Sq. Ft.

**Construction Manager:** J.E. Kingham Construction  
Nacogdoches, Texas  
Jim Kingham, President  
(936) 564-3329



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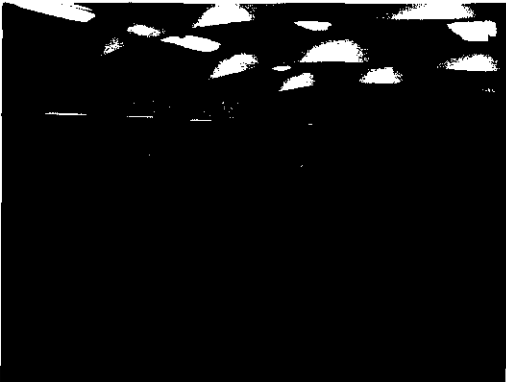
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**LUFKIN INDEPENDENT SCHOOL DISTRICT  
DUNBAR PRIMARY**

The existing Dunbar School was converted from the Middle School campus to a Primary School campus. The project involved extensive renovations of all structures on site to accommodate the security and space needs of younger student populations. ADA renovations were incorporated. A large restroom facility and indoor activity center were added, as well as, bus loading zones and 85 parking spaces for community activities.



Owner Contact: Lufkin I.S.D.  
Roy Knight, Superintendent  
936/634-6696

Construction Manager: J.E. Kingham Construction Co.  
Construction Manager  
Jim Kingham, President  
936/564-3329

Completed: 1998

Building Area: 25,410 SQ. FT.



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**COLMESNEIL I.S.D.  
NEW ELEMENTARY SCHOOL**



To complete the third phase of the long-term Master Plan, the Trustees of Colmesneil I.S.D., commissioned Goodwin-Lasiter, Inc. to design a New Elementary School Building. The facility houses Kindergarten through Fifth Grade, and includes a Media Center with computer carrels, workroom, and a Principal's Office. The project was constructed where an existing classroom building was located. Therefore, it was built in two phases allowing the District to continue operation without interruption. After the occupation of the first phase, the existing building was raised and the second phase constructed in its place. The new facility matches the aesthetic theme of the existing campus, while maintaining its own identity. The project also features a new parent drop-off area and parking, faculty parking, covered bus loading, and driveways.

**Owner:** Elton Hightower, Superintendent  
Colmesneil I.S.D.  
936/837-5757

**Constructed by:** Jeff Walker Enterprises  
409/379-3119

**Completed:** July 1999

**Building Area:** 25,490 square feet



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**CENTRAL INDEPENDENT SCHOOL DISTRICT  
NEW ELEMENTARY BUILDING**



Central I.S.D. commissioned Goodwin-Lasiter, Inc. to design an elementary classroom building. The brick veneer structure incorporates all the functional areas needed in an elementary building, along with amenities such as shelving and teacher storage. Like other institutional buildings Goodwin-Lasiter, Inc. has designed durable materials such as masonry partition were used to facilitate long term maintenance. The new building connected in series to other campus buildings and is consistent with existing campus aesthetics.

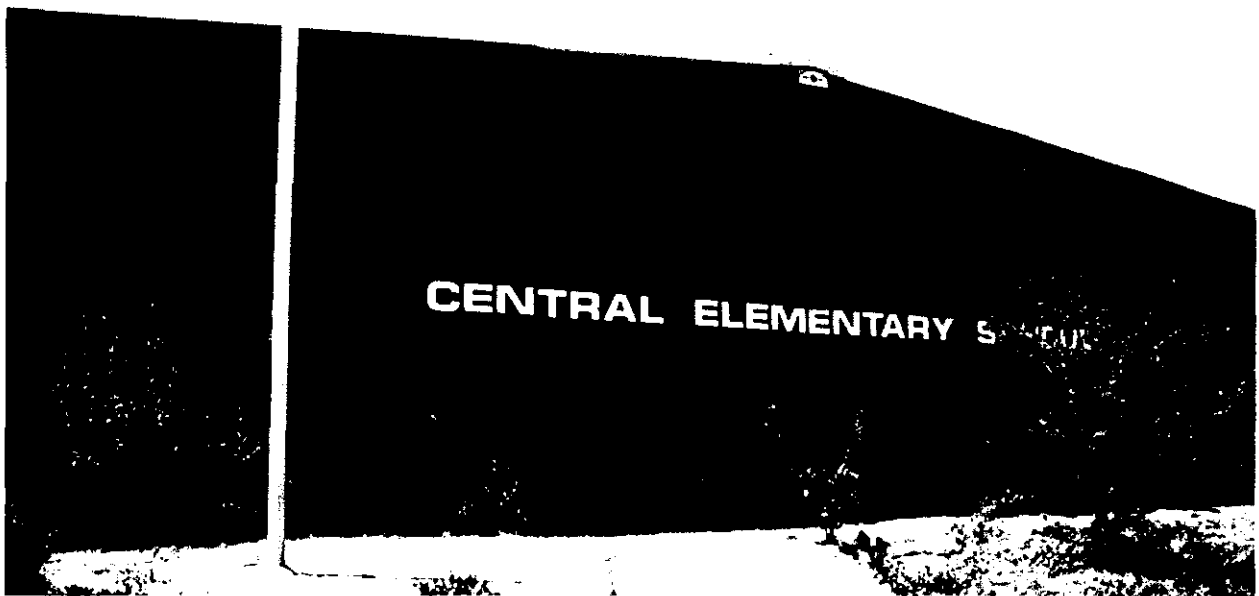


Area: 20,370 SF

Owner: Central I.S.D.  
Pollok, Texas  
936/853-2216

Completed: 1993

Construction Manager: J.E. Kingham Construction Co.  
Jim Kingham, President  
936/564-3329



**CENTRAL TEXAS**  
1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

**HOME OFFICE**  
1609 S. CHESTNUT, STE 202  
LUFKIN, TX 75901  
(936) 637-4900

**GOODWIN-LASITER, INC.**  
ENGINEERS • ARCHITECTS • SURVEYORS  
website: [www.goodwinlasiter.com](http://www.goodwinlasiter.com)  
email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



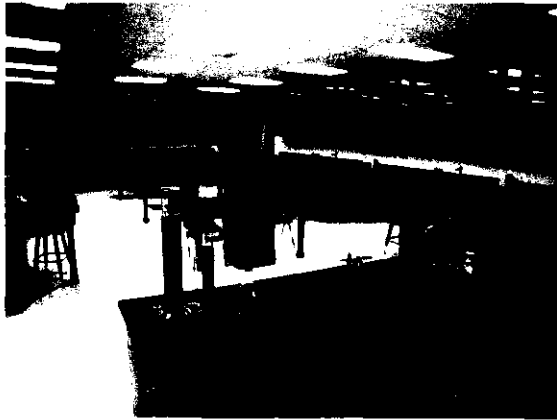
**GARRISON INDEPENDENT SCHOOL DISTRICT  
ELEMENTARY & MIDDLE SCHOOL**

**Owner Contact::** Arnie Kelly,  
Superintendent  
936/347-7000

**Completed:** Summer 2003

**Building Area:** 32,833 Sq. Ft.

**Constructed By:** J.E. Kingham Construction  
Construction Manager  
James A. Kingham  
936/564-3329



The Trustees of Garrison Independent School District, led by Superintendent Arnie Kelly, commissioned the Architects of Goodwin-Lasiter, Inc., to design their new Middle School Building. The facility houses Third Grade through Eighth Grade, and includes a Media Center, a Computer Lab, and a Science Lab. The new facility matches the aesthetic theme of the existing campus, while maintaining it's own identity.



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(979) 696-6767

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



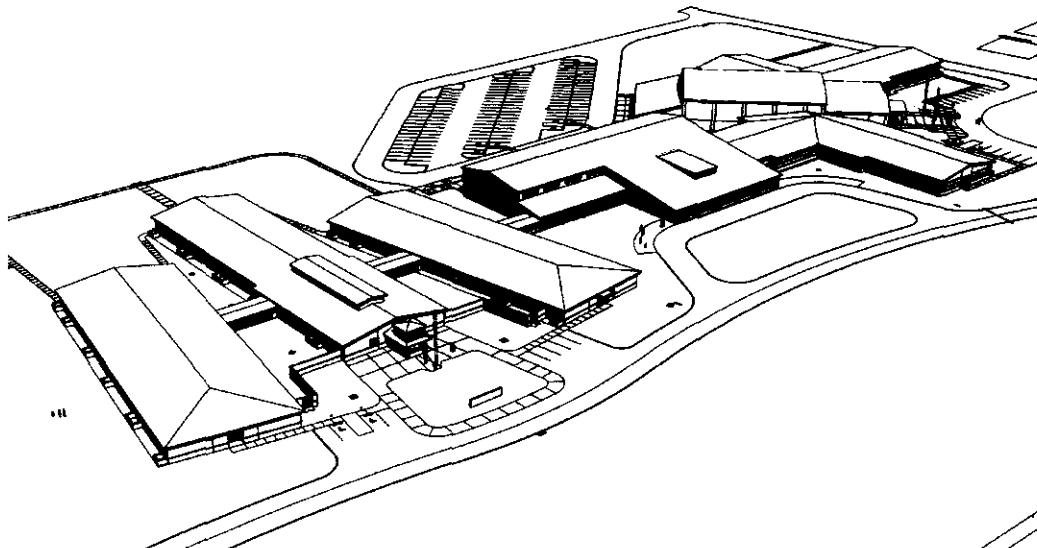
## CROCKETT ISD NEW ELEMENTARY & INTERMEDIATE SCHOOLS

Owner Contact: Dr. Bill Like,  
Superintendent  
936/544-2125

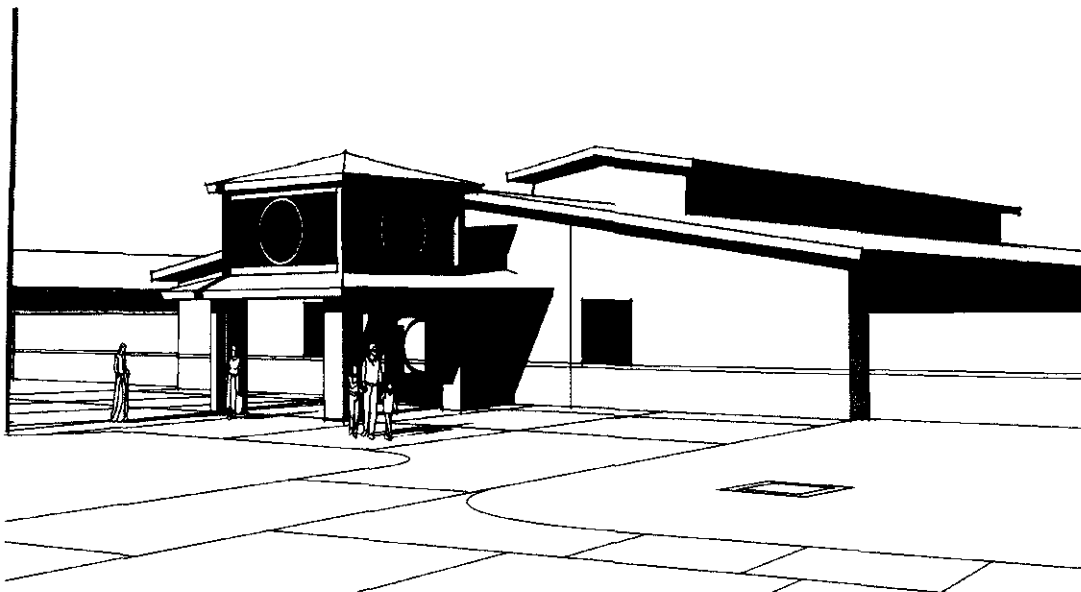
Completion: Fall 2006

Area: 147,858 Sq. Ft.

Constructed By: J.E. Kingham  
Construction  
Jim Kingham  
936/564-3329  
936/637-4900



As part of an entirely new campus, the Elementary School will also accompany a new Junior High School and a common Cafeteria and Media Center facility. The Elementary school is divided into three smaller buildings to reduce the overall scale to a more child friendly level. Two of the three buildings will accommodate two grades in fourteen classrooms. The third building will host one grade in seven classrooms and all of the elementary administration facilities. In addition, each building has a computer lab, student restrooms, staff restrooms and storage areas. Each classroom has direct access to the areas between the buildings which are utilized as outdoor learning spaces. Each building is joined by an enclosed, glass corridor.



The exterior will be clad in brick masonry with block accents and a standing seam metal roof. The exterior will also feature a unique entry tower of masonry and steel.

**CENTRAL TEXAS**  
1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

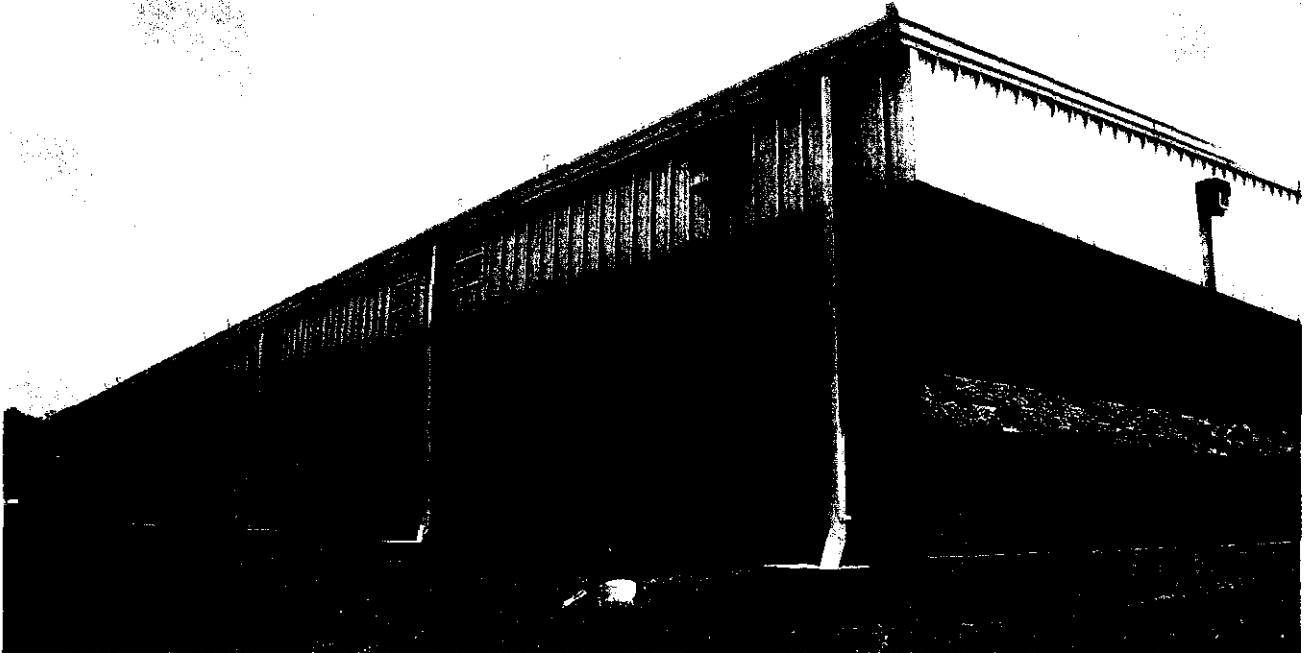
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(936) 637-4900

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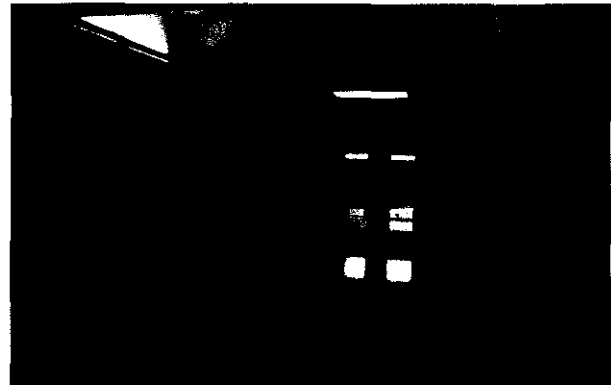
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**ELKHART INDEPENDENT SCHOOL DISTRICT  
MIDDLE SCHOOL**



**Features:**

- Master planned for future expansion
- All interior walls Masonry construction
- Nine (9) classrooms
- Computer Lab
- Student Restrooms
- Teacher Workroom
- Matches existing campus aesthetic



**Owner Contact:** Dr. Glenn Hambrick, Superintendent  
Elkhart ISD  
903/764-2954

**Constructed By:** J.E. Kingham Construction Co.  
Jim Kingham, Contractor  
936/564-3329

**Completed:** Fall 2003

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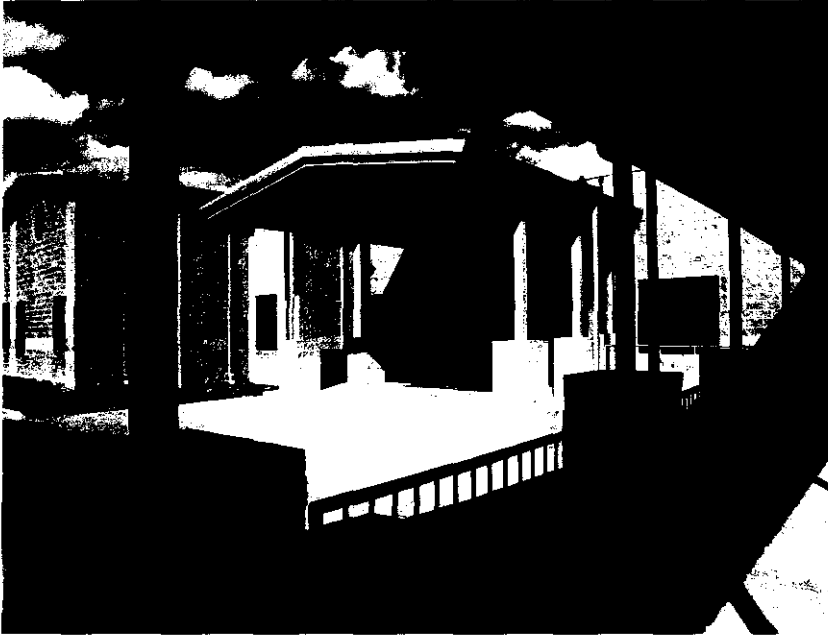
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COLLEGE STATION, TX 77845  
(979) 696-6767

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email: [engineers@goodwinlabiter.com](mailto:engineers@goodwinlabiter.com)



**MADISONVILLE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
JUNIOR HIGH SCHOOL ADDITIONS & RENOVATIONS**



Owner Contact: Karen Richter, Superintendent  
Randy Spiker, Dir. of Facilities  
936/348-2797

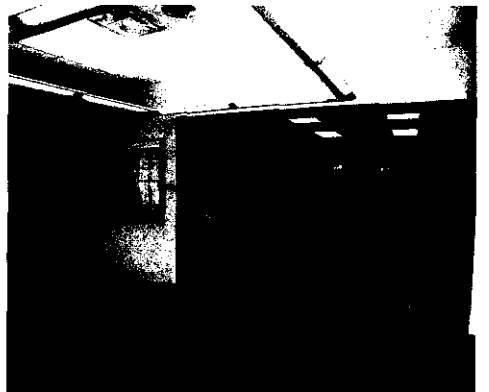
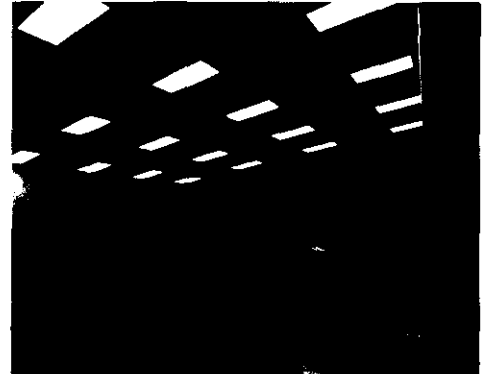
Completed: Fall 2004

Building Area: 16,800 Sq. Ft.

Constructed By: J.E. Kingham Construction  
Construction Manager  
James A. Kingham  
936/564-3329



The Junior High addition includes—classrooms, science laboratory, media center, band hall, and administration. The project reconfigured the parent pick-up and parking area as well as renovations to the kitchen and dining room.



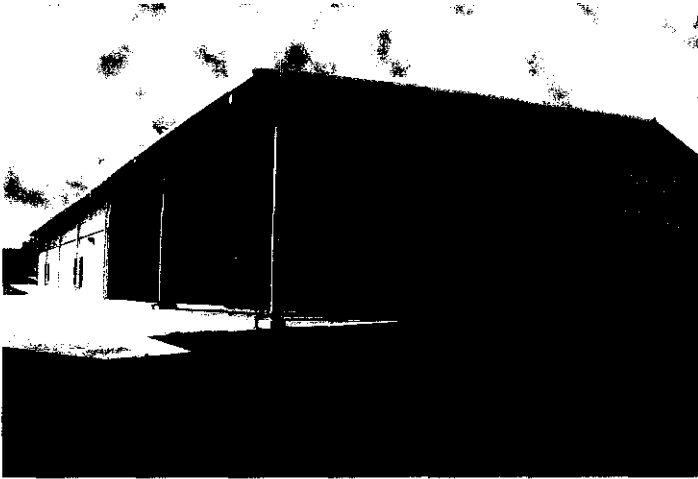
**CENTRAL TEXAS**  
1508 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

**HOME OFFICE**  
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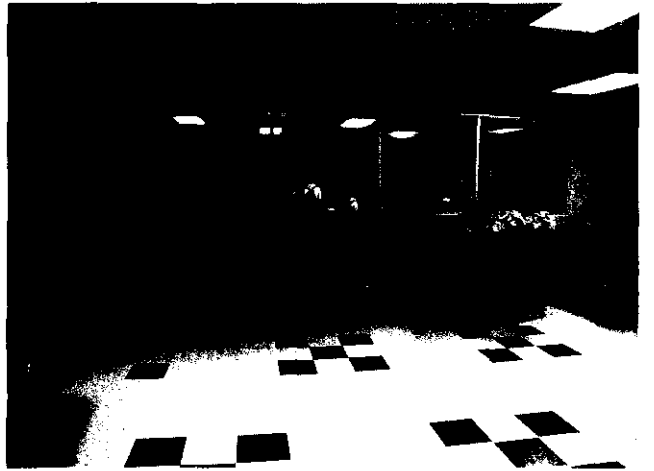


**MADISONVILLE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
VOCATIONAL BUILDING**



The new Madisonville Vocational Building includes dedicated flexible wood working and metal shop areas with 12 dedicated welding stations. Other amenities include tool rooms, storage mezzanine, private office and break room and men's and women's locker rooms.

The covered outdoor work area opens directly into the shop area and is adjacent to the computer classroom. Three other classrooms are divided by moveable partitions and can be converted into one large classroom as required.



**Owner Contact:** Karen Richter, Superintendent  
Randy Spiker, Director of Facilities  
936/348-2797

**Completed:** Fall 2004

**Area:** 15,400 Sq. Ft.

**Constructed By:** J.E. Kingham Construction  
Jim Kingham  
936/564-3329

**CENTRAL TEXAS**  
1509 EMERALD PARKWAY, STE. 101  
COLLEGE STATION, TX 77845  
(979) 696-6767

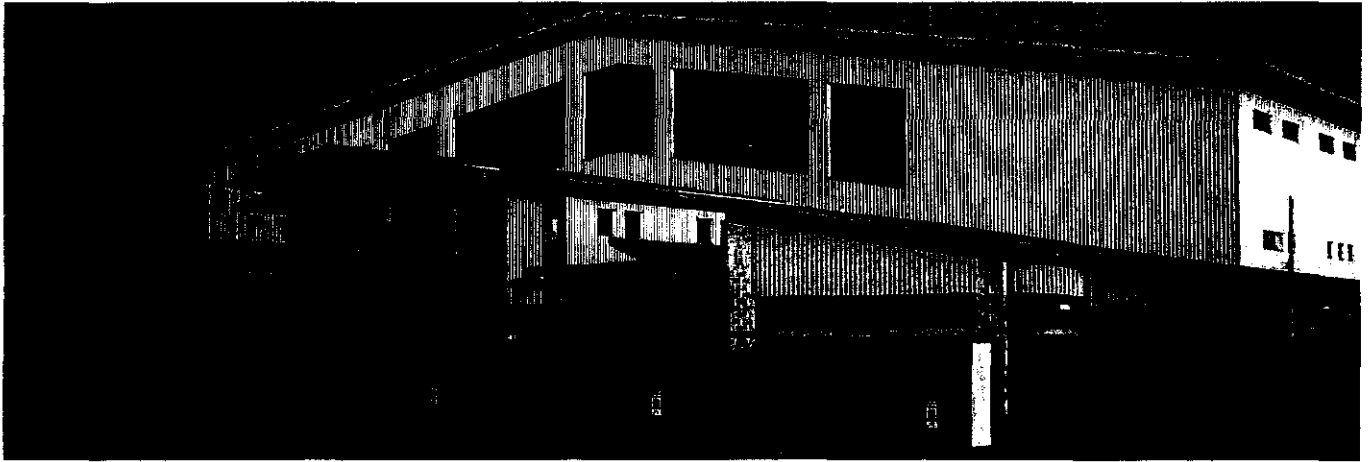
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**MADISONVILLE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
COMPETITION GYMNASIUM**



The new home of the Mustangs includes 2 classrooms, concessions area, public restrooms, 9 separate locker rooms, coach offices and weight room. With true stadium seating, there is not a bad seat in the 2100 seat gymnasium, which supports basketball, volleyball and graduation services. The exterior is clad with split face concrete masonry and smooth faces metal panels. The raised front entrance adds prominence and the clerestory windows allow ample natural light into a first class facility.

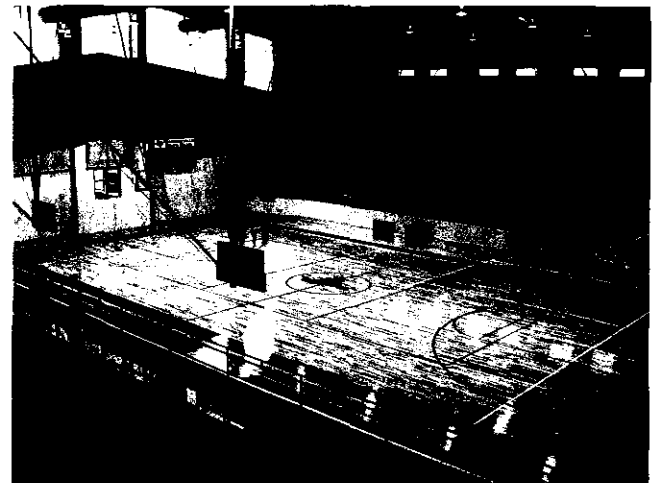


**Owner Contact:** Karen Richter, Superintendent  
Randy Spiker, Dir. of Facilities  
936/348-2797

**Completion:** Spring 2005

**Area:** 39,800 Sq. Ft.

**Constructed By:** J.E. Kingham Construction  
Jim Kingham  
936/564-3329



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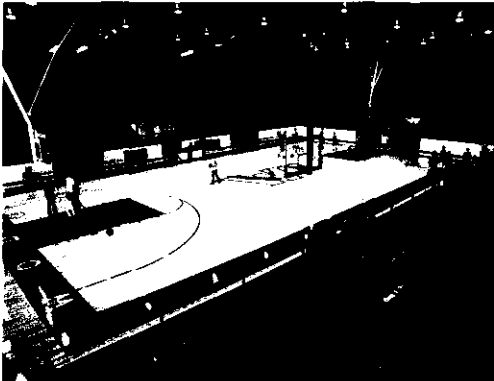
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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



**WODEN INDEPENDENT SCHOOL DISTRICT  
HIGH SCHOOL**



The new facilities include 24 classrooms, 2 science labs with 24 work stations, a computer lab with 35 stations, and administrative offices. The 2000-seat gymnasium features stadium style seating, film platforms and 14,000 square feet of athletic training facilities. The new vocational tech include four classrooms, a food lab and a sewing lab. A "drive-through" shop including welding stations, tool storage room, office space and outdoor covered work areas.



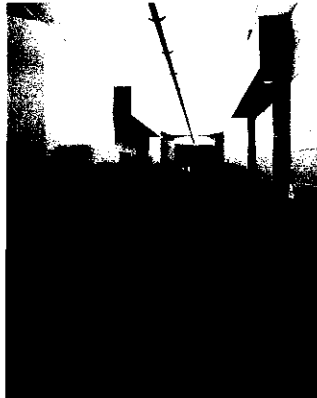
Owner Contact: Wayne Mason, Superintendent

Completed: Fall 2002

Building Area: 79,547 Sq. Ft.

Constructed By: J.E. Kingham Construction  
Construction Manager  
James A. Kingham  
936/564-3329

Architect: Goodwin-Lasiter, Inc.  
Larry Lasiter, P.E.  
Malcom McKinley, A.I.A.  
936/637-4900



**CENTRAL TEXAS**

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(979) 696-6767

**HOME OFFICE**

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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)





**DIBOLL ISD  
JUNIOR HIGH CAFETERIA RENOVATIONS**



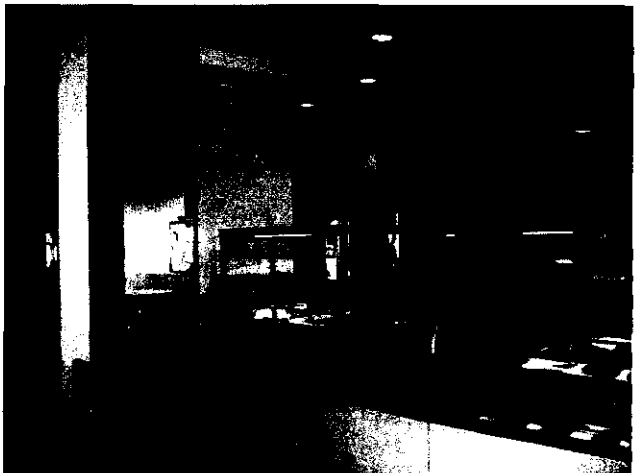
**Owner Contact:** Diboll I.S.D.  
Bobby Baker, Superintendent  
936/829-4718

**Constructed By:** Bonner Roofing  
John Bonner, Contractor  
936/637-2415

**Completed:** Fall 2003

**Features:**

- Expanded Kitchen
- New Kitchen Equipment
- Expanded Serving Line
- Renovated Dining Room
- New Roofing



**CENTRAL TEXAS**  
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**HOME OFFICE**  
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LUFKIN, TX 75901  
(936) 637-4900

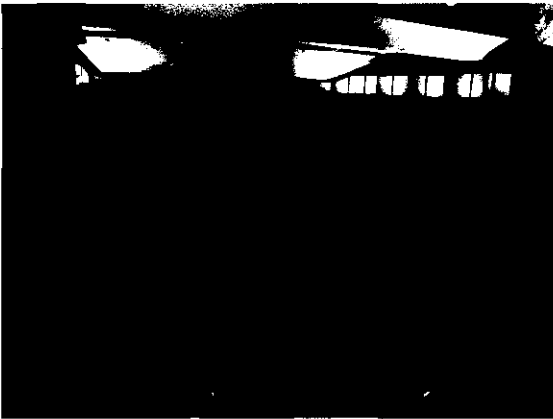
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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



## RUSK ISD AUDITORIUM



The project includes nine classrooms, two science lab/lecture rooms, an art studio, and a theater arts classroom. The 765 seat auditorium has a sloped floor, operations booth with lighting catwalk, four dressing rooms and fully rigged stage.



Owner Contact: Dr. Jim Largent, Superintendent  
936/683-5592

Completion: August 2005

Area: 6,200 Sq. Ft.

Constructed By: Berry & Clay  
Loren Berry  
903/688-2388

Architect: Goodwin-Lasiter, Inc.  
Larry Lasiter, P.E.  
Malcom McKinley, A.I.A.  
936/637-4900



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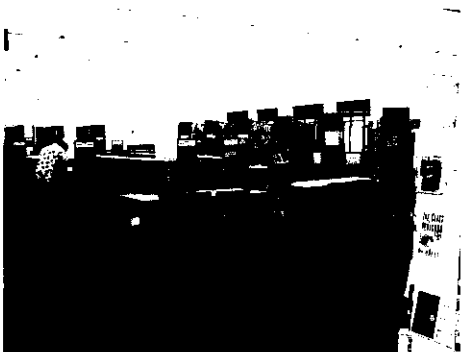


**CITY OF LUFKIN  
KURTH MEMORIAL LIBRARY**

The City of Lufkin's Kurth Memorial Library, having outgrown its existing facility, desired to greatly expand the facilities to provide a functional and user-friendly facility which will service all the citizens of Lufkin. The resulting facility provides for approximately four times the space of the older facility. The requirement for low maintenance and energy efficiency led the design team to incorporate steel framing with a standing seam metal roof, R-30 insulation in the roof, high-efficiency fluorescent light fixtures, and conventional split system air-conditioning. The architectural elements include deep overhangs, shading glass walls, and tinted windows shaded by aluminum awnings.



Area: 51,300 SF  
Completion Date: FALL 2001  
Owner Contact: Debbie Fitzgerald,  
Assistant Public Works Director  
City of Lufkin (936) 633-0212  
Constructed By: Ainsworth-Duncan Construction  
Rick Ainsworth (936) 632-7655



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email: [engineers@goodwinlasiter.com](mailto:engineers@goodwinlasiter.com)



**TIMPSON I.S.D.  
HIGH SCHOOL RE-ROOF**

**Owner:** Timpson I.S.D.  
Leland Moreland, Superintendent  
936/254-2463

**Contractor:** Bonner Roofing  
John Bonner, Contractor  
936/637-2415

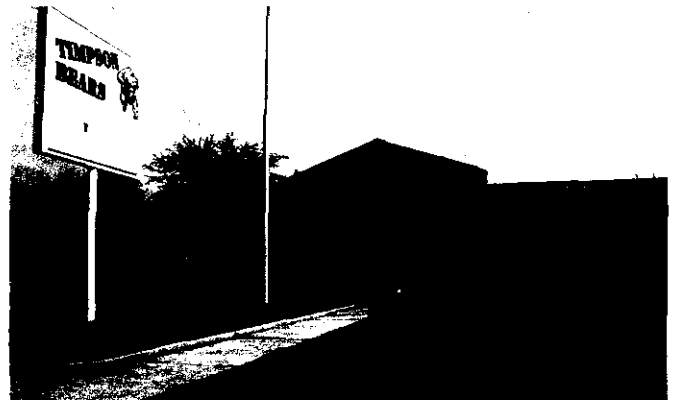
**Completed:** Spring 2004

**Scope:** New Architectural standing seam

**BEFORE**



**AFTER**



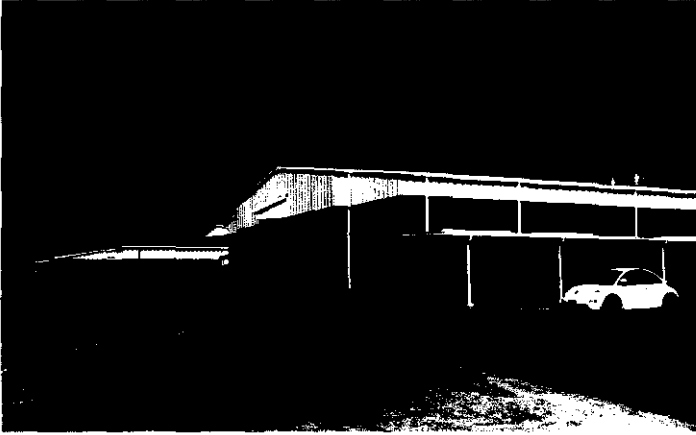
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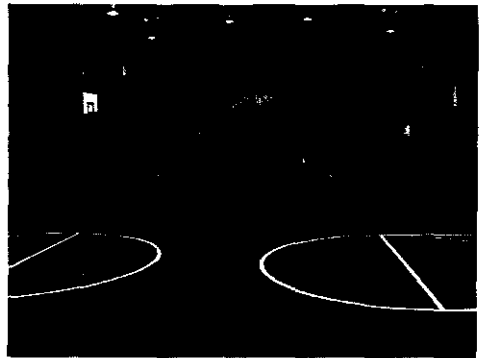
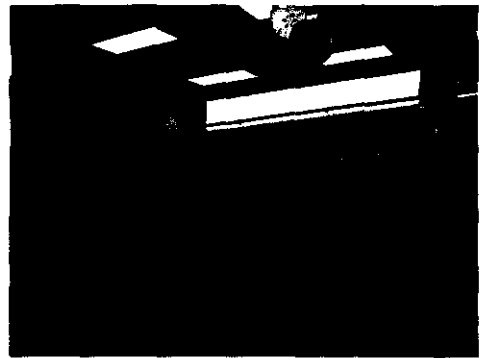
**HUDSON INDEPENDENT SCHOOL DISTRICT  
W. H. BONNER ELEMENTARY**



Hudson's Bonner Elementary School was designed to create a bright and welcoming atmosphere where students can be excited about learning. Within the central areas, high ceilings and colorful graphics give this facility an open and inviting feel. Each of the large classrooms contains wide expanses of glass, generous closet space, computer alcoves, cubby holes, coat storage and a separate air conditioning system. The campus also features the following areas:

- Media Center
- Outdoor Covered Play Area
- Science, Music, and Computer Labs
- Cafeteria and Commercial Kitchen
- P.E. Gymnasium
- Administrative Suite

Bonner Elementary merges the best concepts of both education and architecture to create a place where students can take pride.



**Owner contact:** Mary Ann Whiteker, Superintendent  
(936) 875-9256  
Billy Russell, Director of Maintenance  
(936) 875-9226

**Architect:** Scott & Strong, Architects

**Constructed by:** J. E. Kingham Construction Company  
James A. Kingham  
(936) 564-3329

**Completed:** December, 2002

**CENTRAL TEXAS**  
1508 EMERALD PARKWAY, STE. 101  
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**HUDSON INDEPENDENT SCHOOL DISTRICT  
PEAVY PRIMARY**



The design of the Hudson Primary School incorporates a new and developing trend in education - the team approach. The classroom areas are clustered together in teams of four with each teacher sharing a central work and storage area. This allows for better interaction between teachers and students. The colorful and lively atmosphere creates pleasant spaces for students to learn and grow.



Owner Contact: Mary Ann Whiteker, Supt.  
Hudson I.S.D.  
936/875-9256

Architect: Scott & Strong Architects

Constructed by: J.E. Kingham Construction  
Construction  
Manager  
James A. Kingham  
936/564-3329

Completed: April 2001

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THE STATE OF TEXAS

§

COUNTY OF TYLER

§

KNOW ALL MEN BY THESE PRESENTS

**AGREEMENT FOR GRANT ADMINISTRATION AND PROJECT IMPLEMENTATION SERVICES**

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE **COUNTY OF TYLER, TEXAS** hereinafter called the "Client", and **DAVID J. WAXMAN, INC.**, P. O. Drawer 900, Jasper, Texas 75951, referred to herein as the "Consultant", for the following Project:

**A DISASTER RECOVERY FUND CONTRACT** funded by the U. S. Department of Housing and Urban Development, under the Defense Appropriations Act, 2006, for the purpose of assisting in the recovery of the most impacted and distressed areas related to Hurricane Rita; awarded to said Client by the **Office of Rural Community Affairs**.

The Client and the Consultant agree as follows:

**SECTION ONE: SCOPE AND EFFECT:**

1.1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement.

1.2 This Agreement becomes of full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 and shall continue through the program period of the Grant.

**SECTION TWO: PROFESSIONAL SERVICES FEE:**

2.1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of **\$95,900.00** as per Attachment B.

2.2 Payment hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the U.S. Department of Housing and Urban Development or the local match fund as provided in the TCDP Grant Agreement.

**SECTION THREE: MATERIAL CHANGE IN SCOPE OF PROJECT:**

3.1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the U.S. Department of Housing and Urban Development without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.

## **SECTION FOUR: PROFESSIONAL SERVICES - ADMINISTRATION:**

### **4.1 ENVIRONMENTAL ASSESSMENT:**

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required.
- 2) The Consultant shall prepare and maintain the environmental review record.
- 3) The Consultant shall prepare addenda to the environmental assessment where needed.

### **4.2 ADMINISTRATIVE SERVICES:**

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Urban Development in the administration of the Grant and provide such controls as are necessary to ensure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations.
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development.
- 3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
- 4) The Consultant shall prepare for the Client the required Performance Reports.
- 5) The Consultant shall aid the Client in responding to government audit findings, should they occur.
- 6) The Consultant shall maintain liaison with the U.S. Department of Housing and Urban Development on matters pertaining to the CDBG process.
- 7) The Consultant shall aid the Client in the scheduling of projects.
- 8) The Consultant shall aid the Client in the selection of other professionals where needed.
- 9) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals.
- 10) The Consultant shall design and monitor the Community Development Grant Program.
- 11) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed.
- 12) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program.



- 13) The Consultant shall assist in implementation of Citizens Participation as required.
- 14) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed.
- 15) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant.
- 16) Prepare construction contracts which comply with Federal regulations. Examples are Conflict of Interest, Access to Records, Copeland and Anti-kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500.3), OMB Circular A-102, Attachment O, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, etc.
- 17) Obtain contractor and subcontractor clearance from the State.
- 18) Check weekly payrolls to ensure compliance with Wage Decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- 19) Monitor construction to ensure compliance with Equal Opportunity and Labor Standards Provisions.

**4.3 TECHNICAL ASSISTANCE AND TRAINING:**

- 1) Records
- 2) Laws and Regulations
- 3) Environmental
- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

**SECTION FIVE: RESPONSIBILITIES OF THE OWNER:**

- 5.1 The Client shall cooperate in implementing the Citizens' Participation Plan.
- 5.2 The Chief Executive Officer shall execute all required certifications.
- 5.3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process.

5.4 The Client shall act timely on all resolutions so as not to delay project completion.

5.5 The Client shall be responsible for local zoning regulations.

**SECTION SIX: PAYMENTS TO THE CONSULTANT:**

6.1 Payment to the Consultant for services in 4.1, 4.2 and 4.3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the U.S. Department of Housing and Urban Development and shall be made as follows:

- (a) Payments - Upon receipt of authorization of the Grant from the U.S. Department of Housing and Urban Development, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of **\$95,900.00** (See Attachment B).
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors.
- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation.

**SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS:**

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

**SECTION EIGHT - TERMINATION OF AGREEMENT:**

8.1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8.2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8.3 Termination Expenses are defined as those expenses directly attributable to termination.

**SECTION NINE: OWNERSHIP OF DOCUMENTS:**

9.1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the

Client whether the project for which they are made is executed or not.

**SECTION TEN: SUCCESSORS AND ASSIGNS:**

10.1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.

**SECTION ELEVEN: ARBITRATION:**

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION TWELVE: EXTENT OF AGREEMENT:**

12.1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**SECTION THIRTEEN: GOVERNING LAW:**

13.1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

**SECTION FOURTEEN: EQUAL EMPLOYMENT OPPORTUNITY:**

14.1 During the performance of this Agreement:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisement for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION FIFTEEN: SPECIAL PROVISIONS ATTACHMENT A:**

15.1 Attachment A appended to this Contract is hereby made a part of said contract.

15.2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

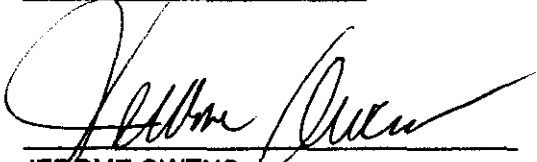
SIGNED AND ENTERED INTO THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

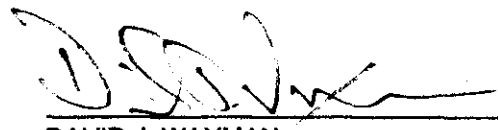
**CLIENT:**

**CONSULTANT:**

COUNTY OF TYLER

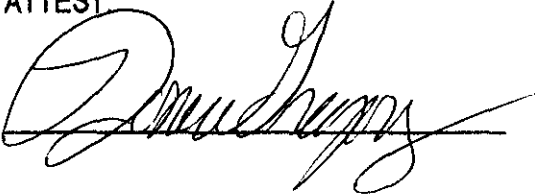
DAVID J. WAXMAN, INC.

  
 \_\_\_\_\_  
 JEROME OWENS  
 COUNTY JUDGE

  
 \_\_\_\_\_  
 DAVID J. WAXMAN  
 PRESIDENT

**ATTEST:**

**ATTEST:**

  
 \_\_\_\_\_

\_\_\_\_\_

# Attachment A

## PART IV

### TERMS AND CONDITIONS

#### PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. **Termination of Contract for Cause.** If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. **Termination for Convenience of the City/County.** The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. **Reports and Information.** The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting

documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Office issued thereunder prior to the execution of this Contract. The

parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.



**ATTACHMENT B**

**COUNTY OF TYLER  
DISASTER RECOVERY FUND PROJECT**

The **COUNTY OF TYLER, TEXAS** shall reimburse **DAVID J. WAXMAN, INC.** for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of **\$95,900.00**. Payments shall be based on the percentage of work item completed.

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	15%
2) Environmental Assessment and Clearance	25%
3) Bid/Contract Award Process/Start of Construction Notice	25%
4) Labor Standards Compliance Activities/ Construction Activities	30%
5) Project Close-Out Requirements/Letter of Closeout	5%
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$95,900.00</b>

**Cost and Price Detail**

**COUNTY OF TYLER**

Name of Consultant DAVID J. WAXMAN		Date of Proposal 8/27/2006	
Street Address P.O. DRAWER 900		Federal ID Number 74-1880744	
City, State, Zip JASPER, TX 75951		Total Price \$ 95,900.00	
<p><b>A. Direct Labor (specify personnel by name)</b>                  Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
	<u>Est. No. of Days</u>	<u>Daily Rate</u>	<u>Est. Cost</u>
1. David J. Waxman	32	\$600.00	\$ 19,200.00
2. Randy Blanks	32	\$500.00	\$ 16,000.00
3. Beth Waxman	10	\$500.00	\$ 5,000.00
4. Lesley Waxman/Lisa Duplantier	72	\$350.00	\$ 25,200.00
5. Shelly McMillian	10	\$200.00	\$ 2,000.00
6. <u>Total Direct Labor</u>			\$ 67,590.00
<b>B. Overhead/Indirect Costs</b>	<u>Rate</u> .35	<u>Base</u> \$67,400.00	<u>Est. Cost</u> \$23,590.00
<b>C. Other Direct Costs</b>			<u>Est. Cost</u>
1. Transportation	___ # of on site visits		\$
2. Per Diem	___ # of days @ \$ ___ /day		\$
3. Reproduction	500 # of pages @ \$ .25 /page		\$ 125.00
4. Other (specify)			\$
a. Books (4)	@ 10 each		\$ 40.00
b.			\$
c.			\$
d.			\$
5. Total Other Direct Costs			\$
<b>D. Subcontracts</b>			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Est. Cost</u>
1.			\$
2.			\$
3. Total Subcontractor Cost			\$
Total Estimated Costs (Line A5+B+C5+D3)			\$ 91,155.00
Profit (10%)			\$ 4,745.00
Total Price			\$ 95,900.00

**CERTIFICATIONS**

**Contractor**

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months?  X  YES   NO

If yes, give name, address, and telephone number of the reviewing office:

The County of Tyler Texas, 100 W. Bluff St, Room 102, Woodville, Texas 75979  
409/283-2141

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to \_\_\_\_\_.  
This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of  8/27/2006  and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

8/27/06   
Date of Execution

[Signature]   
Signature and Title of Proposer

**Grantee Reviewer**

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

9-15-06   
Date of Execution

[Signature]   
Signature and Title of Reviewer

**Additional Reviewer, if needed**

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Signature and Title of Reviewer

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

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON FRIDAY SEPTEMBER 15, 2006 AT 8:30 A.M. IN THE COMMISSIONERS' COURTROOM, FIRST FLOOR, TYLER COUNTY COURTHOUSE.

AGENDA

*Sept 11*

1. CONSIDER AND APPROVE COMMISSIONER'S COURT MINUTES.
2. CONSIDER AND APPROVE PAYING TYLER COUNTY BILLS.
3. CONSIDER AND APPROVE SPRINGFIELD PIPELINE CO. AND EAGLE ROCK PIPELINE CO. TO CROSS COUNTY ROADS.
4. OPEN BIDS AND CONSIDER AND APPROVE BID AND/OR REJECT BIDS FOR ARCHITECTURAL SERVICES TO RENOVATE THE V. B. BEST BUILDING.
5. CONSIDER AND APPROVE BID AND/OR REJECT BIDS TO MOW THE FIELD AT TYLER COUNTY AIRPORT.
6. CONSIDER AND APPROVE BID AND/OR REJECT BIDS FOR DISPOSAL OF SOLID WASTE MATERIAL FOR TYLER COUNTY COLLECTION CENTER. *remain/EST - Loss Mileage*
7. CONSIDER AND APPROVE PLANNING/PROJECT DELIVERY SERVICES FOR THE DISASTER RECOVERY FUND PROJECT BY DAVID WAXMAN, INC.
8. CONSIDER AND APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS DEPARTMENT OF HEALTH AND TYLER COUNTY.

*w/m*  
*H/N/2*  
*m*  
*m/w Table*  
*m/w*  
*w/m*  
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*M*  
*H*  
*HO*  
*me*

*Pat 3*  
*Pat 2*  
*Goodwin*  
*Wass*

*Jerome Owens*  
 JEROME OWENS  
 COUNTY JUDGE

*disallowed*

*alloc of Apr 2 mill to Tyler Co*  
*1 Generator*  
*2 Generator to water supply*  
*safe is stalled*  
*3 414 90 KW safe allowed*  
*Sm All mow to pay for*  
*Assets - NONE to pay back debt!*  
*Nash - all water corp & City up would be a tremendous thing.*

*w/adj*

NO. \_\_\_\_\_ TIME 4:00 PM

SEP 11 2006

DONECE GREGORY, COUNTY CLERK  
 TYLER COUNTY, TEXAS  
 By *[Signature]*