TYLER COUNTY COMMISSIONERS COURT REGULAR MEETING
May 17, 2013 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 17th day of May, 2013 the Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at the Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to wit:

JACQUES L. BLANCHETTE

MARTIN NASH

RUSTY HUGHES

MIKE MARSHALL

JACK WALSTON

COMMISSIONER, PCT. #2

COMMISSIONER, PCT. #3

COMMISSIONER, PCT. #4

COMMISSIONER, PCT. #4

DEPUTY COUNTY CLERK.

KATRINA WALSTON DEPUTY COUNTY CLERK, EX OFFICIO

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

JACKIE SKINNER COUNTY AUDITOR

BRYAN WEATHERFORD SHERIFF

JOE SMITH CRIMINAL DISTRICT ATTORNEY

Commissioner Nash delivered the invocation and led the Pledge of Allegiance to the Texas Flag.

A motion was made by Commissioner Hughes and seconded by Commissioner Marshall to approve the minutes of April 26th, 30th and May 13th. All voted yes and none no.

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

A motion was made by Commissioner Walston and seconded by Commissioner Marshall to approve line item transfers/budget amendments for Constable Pct. #4.

A motion was made by Commissioner Marshall to amend the holiday pay for the sheriff's department, as recommended by the County Auditor and Sheriff. The motion was seconded by Commissioner Walston. The sheriff deputies, jailers and dispatchers that work "four on/four off" will be paid upfront for holidays; therefore, if they work a holiday they will not be paid again because they have already been compensated, so there will not be double pay. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to proclaim May 2013 as Elder Abuse Awareness Month. Commissioner Marshall seconded the motion. All voted yes and none no. SEE ATTACHED PROCLAMATION

Commissioner Nash motioned to declare May 2013 as Motorcycle Safety and Awareness Month. The motion was seconded by Commissioner Marshall. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to approve the Inter-local Cooperation Agreement for jail services with San Jacinto County. The motion was seconded by Commissioner Marshall. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** to accept the findings and recommendations of the Fair Housing Activity Statement Texas (FHAST). The motion was seconded be **Commissioner Walston**. All voted yes and none no. SEE ATTACHED

Commissioner Marshall motioned to adopt the resolution approving the amended FHAST Action Plan as part of the Tyler County Community Development Block Grant Program. The motion was seconded by Commissioner Walston. All voted yes and none no. SEE ATTACHED

No action was taken to sell airport hanger #5.

No action was taken to authorize the County Judge to be the signatory for the sale of the airport hanger #5.

David Waxman explained that the State has not completed their environmental review on a portion of the contracts for the disaster recovery project. The Moore Bros. bid cannot be accepted until after the environmental study has been completed. He recommended that the court not re-bid the road materials and amend the award based upon the contingency of the environmental release. Commissioner Marshall motioned to correct the contract award for the bids received for GLO IKE 1 Disaster Recovery Project #6, road materials, DRS 010191/GLO #10-5127-000-5108, to be contingent upon the environmental release. The motion was seconded by Commissioner Nash. All voted yes and none no

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to reappoint Dr. Robert "Bob" Swearingen as the local health authority for the county. All voted yes and none no.

Executive Session was not held.

A motion was made by Commissioner Nash and seconded by Commissioner Marshall for the meeting to adjourn. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:55 a.m.

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 May 17, 2013.

Witness my hand and seal of office on this the 9th day of June, 2013.

Donece Gregory, County Clerk, Wyler County, Texas



Tyler County, TX

Check Register

By Fund Payable Dates 5/14/2013 - 5/18/2013

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 010 - GENERAL FUND							
COLLINS, ANTHONY	108402	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	190.00
MCALPIN, ANGELA S.	108410	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	46.00
GREER, BOBBY JOE	108408	05/15/2013	GRAND JUROR 2012-2013/	DSCLi010-408-42689		05/15/2013	226.00
CRUSE,BOBBY	108404	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	226.00
Tarver, Barney Lynn	108414	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	82.00
Deason, Catherine	108406	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	226.00
DEHAVEN, DELORES	108407	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	226.00
PETERSON, EMMA A.	108413	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	190.00
COOK, GRACIELA M.	108403	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	154.00
GRIFFITH, JOYCE S.	108409	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	226.00
DAVIS, MICHAEL W.	108405	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	226.00
CHERRY, PATRICK	108401	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	154.00
MOORE, ROY B.	108412	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	190.00
MINTER, WILLIAM M.	108411	05/15/2013	GRAND JUROR 2012-2013/	DSCLI010-408-42689		05/15/2013	190.00
Tyler County Payroll	108397	05/16/2013	FICA	010-21300		05/16/2013	12,953.72
Tyler County Payroll	108397	05/16/2013	Federal Withholding	010-21300		05/16/2013	9,888.36
Tyler County Payroll	108397	05/16/2013	Medicare	010-21300		05/16/2013	3,029.46
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PA	YROLI010-29999		05/15/2013	75,808.64
OFFICE OF THE A.G. CHILD SI	UPP(DFT0000477	05/16/2013	CS	010-21300		05/16/2013	288.54
OFFICE OF THE A.G. CHILD SI	UPP(DFT0000478	05/16/2013	CS	010-21300		05/16/2013	161.54
HOV Services, Inc.	108476	05/17/2013	00360/COCLK	010-440-42101		05/17/2013	75.00
Tyler County Booster	108560	05/17/2013	INV.#0011333/COJUD	010-401-42616		05/17/2013	120.00
Tyler County Booster	108560	05/17/2013	INV.#0011334/COJUD	010-401-42616		05/17/2013	95.40
Tyler County Booster	108560	05/17/2013	INV.#0011349/COJUD	010-401-42616		05/17/2013	120.00
Tyler County Booster	108560	05/17/2013	INV.#0011350/COJUD	010-401-42616		05/17/2013	95.40
Tyler County Booster	108560	05/17/2013	INV.#0011370/CQJUD	010-401-42616		05/17/2013	63.30
Tyler County Booster	108560	05/17/2013	INV.#0011374/COAUD	010-401-42616		05/17/2013	57.90
Tyler County Booster	108560	05/17/2013	INV.#0011375/COAUD	010-401-42616		05/17/2013	54.30
Tyler County Booster	108560	05/17/2013	INV.#0011376/COAUD	010-401-42616		05/17/2013	54.90
Quill Corporation	108523	05/17/2013	C6076298/TAX	010-420-42100		05/17/2013	78.99
CAPTURED IMAGES & FRAM	ING 108439	05/17/2013	INV.#010000170/COJUD	010-421-42100		05/17/2013	45.14
Sirchie Fingerprint Laborator	ries 108533	05/17/2013	00-A75979/TCSO	010-426-42182		05/17/2013	45.90
Tyler County Hospital	108561	05/17/2013	BYRON,STEFANIE/TCSO	010-401-48000		05/17/2013	42.00
Tyler Technologies, Inc.	108564	05/17/2013	41637/COAUD	010-440-42350		05/17/2013	375.00
Scott Merriman, INC.	108529	05/17/2013	TYO2/DSCLK	010-407-42100		05/17/2013	353.41
Scott Merriman, INC.	108529	05/17/2013	TY02/DSCLK	010-407-42100		05/17/2013	231.18
Scott Merriman, INC.	108529	05/17/2013	TY02/DSCLK	010-401-48000		05/17/2013	77.83

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Scott Merriman, INC.	108529	05/17/2013	TY02/COCLK	010-402-42100		05/17/2013	177. 9 7
Xerox Corporation	108577	05/17/2013	711323717/DSCLK	010-440-42350		05/17/2013	96.80
Chem-Serv	108440	05/17/2013	TYLECOU/COJUD	010-442-42106		05/17/2013	39.95
SOUTHEAST TEXAS PULMONA	RY108535	05/17/2013	SNIDER, RICHARD JAKE#65740	-61010-401-42231		05/17/2013	1,440.00
Direct Solutions	108457	05/17/2013	INV.#10041/TCSO	010-426-42100		05/17/2013	250.93
Telstar Specialty Products	108547	05/17/2013	INV.#10213/TCSO	010-427-42108		05/17/2013	324.42
Telstar Specialty Products	108547	05/17/2013	INV. #10230/TCSO	010-427-42108		05/17/2013	300.00
I C S JAIL SUPPLIES INC.	108477	05/17/2013	75979SD/TCSO	010-427-42108		05/17/2013	553.92
Lakeway Tire & Service-Jasper	· (£108492	05/17/2013	OIL CHANGE	010-426-42400		05/17/2013	41.20
Lakeway Tire & Service-Jasper	· (A108492	05/17/2013	TIRES	010-426-42401		05/17/2013	1,085.61
Lakeway Tire & Service-Jasper	· (#108492	05/17/2013	VEHICLE MAINTENCE	010-426-42413		05/17/2013	104.17
Risinger, James Michael Att. a	t L 108526	05/17/2013	JONES, JAMES ALLAN	010-408-42634		05/17/2013	400.00
Mann, Robert H. ATTY.	108498	05/17/2013	BEATTY, SHELTON DEMONE	010-408-42634		05/17/2013	400.00
Risinger, James Michael Att. a	t L 108526	05/17/2013	MONTOYA, MARK ANTHONY	010-408-42634		05/17/2013	400.00
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/COAUD	010-422-42100		05/17/2013	12.99
Liquid Environmental Solution	ns c108496	05/17/2013	381658/TCSO	010-442-42411		05/17/2013	159.46
SYSTEM ACCESS	108543	05/17/2013	INV.#123/TCSO	010-440-42353		05/17/2013	240.00
SYSTEM ACCESS	108543	05/17/2013	INV.#124/TCSO	010-440-42101		05/17/2013	32.00
SYSTEM ACCESS	108543	05/17/2013	INV.#124/TCSO	010-440-42353		05/17/2013	240.00
Texas Association of Counties,	/Ri108549	05/17/2013	INV#127139/DEDUCTIBLE	010-401-42628		05/17/2013	881.00
Texas Association of Counties	/Ri108548	05/17/2013	INV.#127140/DEDUCTIBLE	010-401-42628		05/17/2013	397.82
Child Abuse & Forensic Service	es 108441	05/17/2013	INV.#13-039/CDA	010-419-42639		05/17/2013	918.00
Child Abuse & Forensic Service	es 108442	05/17/2013	INV.#13-045/CDA	010-419-42639		05/17/2013	918.00
Child Abuse & Forensic Service	es 108443	05/17/2013	INV.#13-057/CDA	010-419-42639		05/17/2013	950.00
SYSTEM ACCESS	108543	05/17/2013	INV.#132/TCSO	010-440-42353		05/17/2013	60.00
SYSTEM ACCESS	108543	05/17/2013	INV#133/TCSO	010-440-42353		05/17/2013	120.00
SYSTEM ACCESS	108543	05/17/2013	INV.#134/TCSO	010-440-42353		05/17/2013	240.00
Image Tek	108479	05/17/2013	ANNUAL MAINT./COCLK	010-440-42353		05/17/2013	1,485.00
Cypher Technologies	108451	05/17/2013	INV. #1388/COCLK	010-440-42353		05/17/2013	60.00
Cypher Technologies	108451	05/17/2013	INV. #1389/COCLK	010-440-42353		05/17/2013	120.00
Cypher Technologies	108451	05/17/2013	INV. #1390/EOC	010-440-42353		05/17/2013	120.00
Cypher Technologies	108451	05/17/2013	INV. #1391/TAX	010-440-42353		05/17/2013	60.00
Cypher Technologies	108451	05/17/2013	INV. #1392/PCT. 1 & 2	010-440-42353		05/17/2013	60.00
Excel Car Wash, Inc.	108466	05/17/2013	INV.#14085626/COJUD	010-442-42412		05/17/2013	43.95
Excel Car Wash, Inc.	108466	05/17/2013	INV.#14088294/COJUD	010-442-42412		05/17/2013	14.50
Mann, Robert H. ATTY.	108498	05/17/2013	LYNCH, PAUL EDWARD/CHILD	SU010-408-42634		05/17/2013	400.00
CMA Communications	108447	05/17/2013	163030408/TCSO	010-427-42108		05/17/2013	103.08
Innovative Office Systems	108482	05/17/2013	TYLCOT/TAX	010-401-42111		05/17/2013	1,582.75
Quill Corporation	108523	05/17/2013	C3420103/COCLK	010-402-42100		05/17/2013	22.20
Tyler County Hospital	108561	05/17/2013	MITCHELL, TAWUN L./TCSO	010-401-48000		05/17/2013	42.00
Quill Corporation	108523	05/17/2013	C3420103/COCLK	010-402-42100		05/17/2013	164.31
Quill Corporation	108523	05/17/2013	C3420103/COCLK	010-402-42100		05/17/2013	136.75
Bob's Pawn Shop	108432	05/17/2013	INV.#172459/TCSO	010-426-42182		05/17/2013	192.00
Bob's Pawn Shop	108432	05/17/2013	INV.#172466	010-426-42182		05/17/2013	50.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Texas Department of State He	ealt108550	05/17/2013	17460025764003/COCLK	010-402-42500		05/17/2013	98.82
Texas Department of State He	eal1108550	05/17/2013	17460025764003/COCLK	010-402-42500		05/17/2013	113.46
Reynolds Heating & Air Condit	tio 108524	05/17/2013	INV.#1932/TCSO	010-442-42411		05/17/2013	1,035.00
Risinger, James Michael Att. a	t L 108526	05/17/2013	CAUSE NO.20,122/CHILD SUPP	0010-408-42634		05/17/2013	400.00
Risinger, James Michael Att. a	t L 108526	05/17/2013	OLIVER,MATTHEW	010-408-42634		05/17/2013	400.00
Quill Corporation	108523	05/17/2013	C6076298/TAX OFFICE	010-420-42100		05/17/2013	39. 9 8
JT'S LEDS	108488	05/17/2013	INV.#201342401/TCSO	010-426-42413		05/17/2013	274.00
JT'S LED\$	108488	05/17/2013	INV.#201342402/TCSO	010-426-42413		05/17/2013	3,381.19
Story-Wright Printing & Office	e St108540	05/17/2013	103363/TCSO	010-440-42101		05/17/2013	336.80
Story-Wright Printing & Office	e Sc108540	05/17/2013	OFFICE SUPPLIES	010-422-42100		05/17/2013	96.09
Story-Wright Printing & Office	St108540	05/17/2013	FIRE SAFE CHEST	010-453-43210		05/17/2013	179.99
Story-Wright Printing & Office	Sc108540	05/17/2013	104307/COAUD	010-422-42100		05/17/2013	12.56
Story-Wright Printing & Office	St108540	05/17/2013	104307/COAUD	010-440-42101		05/17/2013	177.99
CANON FINANCIAL SERVICES,	IN 108437	05/17/2013	200-5028484-000/COAUD	010-440-42677		05/17/2013	218.00
FMMS Holdings of Texas, LLC	108468	05/17/2013	WATSON, FRANCIS	010-401-42643		05/17/2013	1,900.00
FMMS Holdings of Texas, LLC	108468	05/17/2013	LILLARD, ALTON JR.	010-401-42643		05/17/2013	1,900.00
FedEx	108467	05/17/2013	1706-0613-2/TCSO	010-401-42111		05/17/2013	74.77
TCH Family Medical Clinic	108544	05/17/2013	JEFFERSON,MARCUS/COJUD	010-401-48000		05/17/2013	104.00
Indoff Office Supplies	108480	05/17/2013	185596/CDA	010-419-42100		05/17/2013	14.01
Indoff Office Supplies	108480	05/17/2013	183747/COAUD	010-453-43210		05/17/2013	219.98
Indoff Office Supplies	108480	05/17/2013	185596/CDA	010-419-42100		05/17/2013	119.95
Indoff Office Supplies	108480	05/17/2013	183751/JUPRO	010-440-42101		05/17/2013	63. 9 8
Indoff Office Supplies	108480	05/17/2013	187474/DSCLK	010-407-42100		05/17/2013	9.66
Indoff Office Supplies	108480	05/17/2013	186597/VET	010-405-42100		05/17/2013	9.49
Indoff Office Supplies	108480	05/17/2013	185596/CDA	010-419-42100		05/17/2013	848.49
Indoff Office Supplies	108480	05/17/2013	INK	010-440-42101		05/17/2013	479.52
Indoff Office Supplies	108480	05/17/2013	186597/VET.	010-405-42100		05/17/2013	14.99
Indoff Office Supplies	108480	05/17/2013	183747/COAUD	010-440-42101		05/17/2013	649.20
Indoff Office Supplies	108480	05/17/2013	187474/DSCLK	010-407-42100		05/17/2013	306.16
CIT	108444	05/17/2013	930-0039477-000/JP.1	010-440-42677		05/17/2013	85.30
Pitney Bowes-Refill by phone	108519	05/17/2013	POSTAGE REFILL/COAUD	010-401-42111		05/17/2013	1,122.00
Lakes areas Septic & Sludge O	pe 108491	05/17/2013	INV.#24945/COJUD	010-442-42412		05/17/2013	1,375.00
Avaya, INC.	108425	05/17/2013	0101946445/TAX	010-420-42500		05/17/2013	60.00
MUNICIPAL SERVICES BUREAU	J 108507	05/17/2013	TRANS.#285469650	010-426-42413		05/17/2013	1.67
West Bluff Emerg Physicians	108574	05/17/2013	MORENO, ALFRED/DVI005610	30010-401-42231		05/17/2013	1,685.00
Brookshire Bro. Food & Pharn	na(108433	05/17/2013	18005/TCSO	010-427-42157		05/17/2013	401.52
DFW COMMUNICATIONS	108456	05/17/2013	TYLE08/TCSO	010-427-42108		05/17/2013	162.50
BJ Transport Service, Inc.	108430	05/17/2013	LILARD, JR, ALTON EARL	010-401-42643		05/17/2013	225.00
DotCom LTD./INU Powered	108459	05/17/2013	7328/COCLK	010-402-42500		05/17/2013	2.00
BJ Transport Service, Inc.	108430	05/17/2013	DEAN,GARY KIETH	010-401-42643		05/17/2013	225.00
BJ Transport Service, Inc.	108430	05/17/2013	DEAN,GARY KEITH	010-401-42643		05/17/2013	225.00
TYLER COUNTY HOSPITAL/INN	MA 108562	05/17/2013	LYNCH, PAUL E./TCSO	010-401-42231		05/17/2013	562.16
Sparkletts & Sierra Springs	108537	05/17/2013	21549393631084/TAX	010-440-42101		05/17/2013	15.72
West Bluff Emerg Physicians	108574	05/17/2013	LAWRENCE,ANDREW/COAUD	010-401-42178		05/17/2013	581.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Tyler County Hospital	108561	05/17/2013	LAWRENCE, ANDREW/COAUD	010-401-48000		05/17/2013	246.27
ACE Imagewear	108423	05/17/2013	3719/COJUD	010-442-42150		05/17/2013	337.48
Code Blue Police Supply	108448	05/17/2013	INV.#38120/TCSO	010-426-42150		05/17/2013	725.00
Code Blue Police Supply	108448	05/17/2013	INV.#38121/TCSO	010-426-42150		05/17/2013	2,665.00
Code Blue Police Supply	108448	05/17/2013	INV.#38142/TCSO	010-426-42150		05/17/2013	276.00
Code Blue Police Supply	108448	05/17/2013	INV.#38312/TCSO	010-426-42150		05/17/2013	158.00
Code Blue Police Supply	108448	05/17/2013	INV.#38329/TCSO	010-426-42150		05/17/2013	66.00
Tyco General Feed & Ranch Sup	108556	05/17/2013	INV.#389924/COJUD	010-442-42412		05/17/2013	47.80
Jasper County	108486	05/17/2013	INMATE HOUSING/TCSO	010-401-42231		05/17/2013	23,851.00
Walling Signs & Graphics/Paper	\108570	05/17/2013	WADE SKINNER/PCT.3	010-428-43220		05/17/2013	72.00
ROLAND, KENNETH D., D.D.S.	108527	05/17/2013	CLOUD,BILLY/TCSO	010-401-42231		05/17/2013	175.00
Larry Trest Auto Brokers, Inc.	108493	05/17/2013	4-18-13/TCSO	010-426-42413		05/17/2013	131.92
TYLER COUNTY HOSPITAL/INMA	108562	05/17/2013	DAVIS,DAVID/TCSO	010-401-42231		05/17/2013	299.26
TYLER COUNTY HOSPITAL/INMA	108562	05/17/2013	CLOUD, BILLY/TCSO	010-401-42231		05/17/2013	80.86
ROLAND, KENNETH D., D.D.S.	108527	05/17/2013	MARTN,B./TCSO	010-401-42231		05/17/2013	175.00
Jarrotts Pharmacy	108485	05/17/2013	APRIL2013/TCSO	010-401-42231		05/17/2013	1,154.88
Tyler County Tractor	108563	05/17/2013	1353/TCSO	010-426-42413		05/17/2013	120.30
A-1 Wrecker & Storage Service	108422	05/17/2013	2013/TCSO	010-426-42413		05/17/2013	325.00
O'Reilly Automotive, Inc.	108513	05/17/2013	596507/TCSO	010-426-42413		05/17/2013	235.04
Galls, LLC	108469	05/17/2013	5289691/TCSO	010-426-42182		05/17/2013	553.76
BILL CLARK PEST CONTROL, INC.	. 108429	05/17/2013	119086/COJUD	010-442-42412		05/17/2013	515.00
Parker Lumber - Woodville	108515	05/17/2013	22725/COJUD	010-442-42412		05/17/2013	2,103.79
Timberman's Supply	108554	05/17/2013	12032/COJUD	010-442-42412		05/17/2013	169.17
Excel Car Wash, Inc.	108466	05/17/2013	APRIL 2013/TCSO	010-426-42400		05/17/2013	579.15
Tolars Feed & Outdoor Supply	108555	05/17/2013	STMT#15731/TCSO	010-426-42656		05/17/2013	113.14
Direct Solutions	108457	05/17/2013	APRIL 2013/COJUD	010-442-42106		05/17/2013	1,400.10
Spivey, Carrie	108538	05/17/2013	MILEAGE APRIL 2013/TAX	010-420-42659		05/17/2013	6.22
Entergy	108465	05/17/2013	3146058/COCLK	010-442-42516		05/17/2013	26.10
AT&T Phones - Atlanta, GA.	108419	05/17/2013	COMMISSIONER'S COURT	010-401-42519		05/17/2013	229.03
AT&T Phones - Atlanta, GA.	108419	05/17/2013	COUNTY CLERK	010-402-42500		05/17/2013	275.91
AT&T Phones - Atlanta, GA.	108419	05/17/2013	VETERAN'S SERVICE	010-405-42500		05/17/2013	203.56
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DISTRICT CLERK	010-407-42500		05/17/2013	60.33
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DISTRICT JUDGE	010-409-42500		05/17/2013	29.09
AT&T Phones - Atlanta, GA.	108419	05/17/2013	JP.1	010-411-42500		05/17/2013	151.17
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DISTRICT ATTORNEY	010-419-42500		05/17/2013	203.63
AT&T Phones - Atlanta, GA.	108419	05/17/2013	TAX ASSESSOR	010-420-42500		05/17/2013	381.48
AT&T Phones - Atlanta, GA.	108419	05/17/2013	COUNTY JUDGE	010-421-42500		05/17/2013	146.61
AT&T Phones - Atlanta, GA.	108419	05/17/2013	COUNTY AUDITOR	010-422-42500		05/17/2013	77.13
AT&T Phones - Atlanta, GA.	108419	05/17/2013	COUNTY TREASURER	010-423-42500		05/17/2013	29.09
AT&T Phones - Atlanta, GA.	108419	05/17/2013	SHERIFF'S OFFICE	010-426-42500		05/17/2013	1,014.29
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DPS	010-430-42500		05/17/2013	198.62
AT&T Phones - Atlanta, GA.	108419	05/17/2013	PARKS AND WILDLIFE	010-430-42502		05/17/2013	49.29
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DRIVER'S LICENSE	010-430-42503		05/17/2013	98.58
AT&T Phones - Atlanta, GA.	108419	05/17/2013	EXTENSION SERVICE	010-439-42500		05/17/2013	98.58

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
AT&T Phones - Atlanta, GA.	108419	05/17/2013	DATA PROCESSING	010-440-42350		05/17/2013	179.31
AT&T Phones - Atlanta, GA.	108419	05/17/2013	ELEVATOR	010-442-42422		05/17/2013	84.13
Lowes Business Acct/GECRB	108497	05/17/2013	82130441862007/COJUD	010-421-42100		05/17/2013	105.32
Modica Bros.	108502	05/17/2013	APRIL 2013/TCSO	010-426-42400		05/17/2013	130.35
Modica Bros.	108502	05/17/2013	APRIL 2013/TCSO	010-426-42401		05/17/2013	30.00
Modica Bros.	108502	05/17/2013	APRIL 2013/TCSO	010-426-42413		05/17/2013	84.53
Walling Signs & Graphics/Paper	108570	05/17/2013	ENVELOPES/COAUD	010-422-42100		05/17/2013	126.00
Walling Signs & Graphics/Paper	108570	05/17/2013	422-13/JP.1	010-411-42100		05/17/2013	39.00
Elliott Electric Supply, Inc.	108462	05/17/2013	3223109/COJUD	010-442-42412		05/17/2013	509.49
Walling Signs & Graphics/Paper	108570	05/17/2013	4-27-13/COJUD	010-442-42412		05/17/2013	161.00
Walling Signs & Graphics/Paper	108570	05/17/2013	4-28-13/COJUD	010-442-42412		05/17/2013	20.00
LEAF	108494	05/17/2013	100-1360627-001/COAUD	010-440-42677		05/17/2013	79.61
CANON SOLUTIONS AMERICA	108438	05/17/2013	SR2880/EXT.	010-439-42100		05/17/2013	10.63
CANON SOLUTIONS AMERICA	108438	05/17/2013	SR4199/COAUD	010-440-42101		05/17/2013	38.00
ECS OFFICE PRODUCTS	108461	05/17/2013	INV.#4929/DSCLK	010-440-42353		05/17/2013	342.50
Sysco Food Services	108542	05/17/2013	819219/TCSO	010-427-42157		05/17/2013	7,985.61
TYLER COUNTY HOSPITAL/INM/	A 108562	05/17/2013	JOHNSON, GERMANY R./TCSO	010-401-42231		05/17/2013	2,034.42
Parker Lumber - Woodville	108515	05/17/2013	22759/SEARCH & RESCUE	010-401-42710		05/17/2013	47.97
Whelan, Robert William	108576	05/17/2013	5-13-13/COURTHOUSE	010-401-42178		05/17/2013	360.00
Davidson Document Solutions,	1:108453	05/17/2013	LK2576/EOC	010-440-42350		05/17/2013	223.00
Walling Signs & Graphics/Paper	N108570	05/17/2013	5-9-13/VET	010-405-42100		05/17/2013	50.00
ZACHARY, JIM "CONSTABLE"	108578	05/17/2013	TXSBLETRAINING/CONST.PCT.4	010-429-42661		05/17/2013	1,025.00
TYLER COUNTY HOSPITAL/INMA	A 108562	05/17/2013	KELLEY, CHRISTOPHER/TCSO	010-401-42231		05/17/2013	74.36
Office Depot	108511	05/17/2013	62203117/COCLK	010-402-42100		05/17/2013	59.99
Office Depot	108511	05/17/2013	62203117/COCLK	010-402-42100		05/17/2013	116.93
Stamps Office Supply "The Corr	1 108539	05/17/2013	APRIL 2013/TCSO	010-440-42101		05/17/2013	250.16
Texas Imaging Systems, Inc. (LE	A108551	05/17/2013	001-0097404-001/TCSO	010-440-42677		05/17/2013	188.40
Innovative Leasing	108481	05/17/2013	001-0034127-002/TAX	010-440-42677		05/17/2013	867.99
Innovative Leasing	108481	05/17/2013	001-0077472-001/CDA	010-440-42677		05/17/2013	165.00
Mohawk Real Estate Repair	108503	05/17/2013	PAINT & REPAIR/2ND FLOOR	010-401-42178		05/17/2013	2,000.00
Tyler County Hospital	108561	05/17/2013	BROWN, JANET/COCLK	010-401-48000		05/17/2013	42.00
Tyler County Hospital	108561	05/17/2013	PIERSON, JAMES / PCT. 1	010-401-48000		05/17/2013	42.00
U Pump It - Gardner Oil	108565	05/17/2013	UPTYCO COURTHOUSE/COJUD	010-442-42412		05/17/2013	164.73
U Pump It - Gardner Oil	108565	05/17/2013	UP TYLERCOSH/TCSO	010-426-42400		05/17/2013	11,014.17
NASASP	108509	05/17/2013	ANNUAL/DUES2013-2014/COJU	010-421-42650		05/17/2013	39.00
TYLER COUNTY HOSPITAL/INMA	A`108562	05/17/2013	DAVIS,DAVID/TCSO	010-401-42231		05/17/2013	2,321.99
Pitney Bowes - Purchase Power	108518	05/17/2013	8000-9090-0176-9145/TCSO	010-401-42111		05/17/2013	519.99
AT&T Long Distance	108417	05/17/2013	COMMISSIONER'S COURT	010-401-42519		05/17/2013	4.88
AT&T Long Distance	108417	05/17/2013	COUNTY CLERK	010-402-42500		05/17/2013	5.91
AT&T Long Distance	108417	05/17/2013	VETERAN'S SERVICE	010-405-42500		05/17/2013	6.52
AT&T Long Distance	108417	05/17/2013	DISTRICT CLERK	010-407-42500		05/17/2013	3.10
AT&T Long Distance	108417	05/17/2013	JP.1	010-411-42500		05/17/2013	12.31
AT&T Long Distance	108417	05/17/2013	DISTRICT ATTY.	010-419-42500		05/17/2013	9.17
AT&T Long Distance	108417	05/17/2013	TAX ASSESSOR	010-420-42500		05/17/2013	14.43

Payable Dates: 5/14/2013 - 5/18/2013

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
AT&T Long Distance	108417	05/17/2013	COUNTY JUDGE	010-421-42500		05/17/2013	8.74
AT&T Long Distance	108417	05/17/2013	COUNTY AUDITOR	010-422-42500		05/17/2013	6.82
AT&T Long Distance	108417	05/17/2013	COUNTY TREASURER	010-423-42500		05/17/2013	1.49
AT&T Long Distance	108417	05/17/2013	SHERIFF'S OFFICE	010-426-42500		05/17/2013	77.96
AT&T Long Distance	108417	05/17/2013	DPS	010-430-42500		05/17/2013	6.09
AT&T Long Distance	108417	05/17/2013	PARKS /WILDLIFE	010-430-42502		05/17/2013	0.06
AT&T Long Distance	108417	05/17/2013	DRIVER'S LICENSE	010-430-42503		05/17/2013	0.98
AT&T Long Distance	108417	05/17/2013	EXTENSION SERVICE	010-439-42500		05/17/2013	3.47
Verizon Wireless	108568	05/17/2013	6855-00001/TCSO & CONST. 4	010-426-42500		05/17/2013	1,463.98
Verizon Wireless	108568	05/17/2013	CONST.PCT.4	010-429-42500		05/17/2013	49.27
Verizon Wireless	108566	05/17/2013	5066-00002/JP. 2	010-412-42500		05/17/2013	134.90
Verizon Wireless	108569	05/17/2013	8386-00002/VET	010-405-42500		05/17/2013	84.74
Walling Signs & Graphics/Pap	er\108570	05/17/2013	JAIL SUPPLIES	010-427-42108		05/17/2013	24.00
Walling Signs & Graphics/Pap		05/17/2013	APR.30,2013/TCSO	010-453-43600		05/17/2013	1,448.00
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/COJUD	010-401-42178		05/17/2013	19.00
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/TCSO	010-427-42108		05/17/2013	56.05
Candy Cleaners	108436	05/17/2013	APRIL 2013/TCSO	010-426-42150		05/17/2013	159.60
WEIR, DOUG	108573	05/17/2013	MILEAGE FOR APRIL 2013/EXT.	010-439-42224		05/17/2013	1,266.05
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/COJUD	010-442-42412		05/17/2013	167.36
Jasper County	108486	05/17/2013	INMATE MEDICAL/TCSO	010-401-42231		05/17/2013	1,361.44
Tyler County Appraisal Distric	t 108558	05/17/2013	3RD QTR.ALLOCATION/COAUD	010-401-42218		05/17/2013	51,510.53
OmniBase Services of Texas, L	.P 108512	05/17/2013	4TH QTR,2012/JP3	010-401-48000		05/17/2013	6.00
County Information Resourse	Ag 108450	05/17/2013	INV#SOP000633/MARCH 2013	010-440-42600		05/17/2013	126.00
Otis Elevator Company	108514	05/17/2013	410283/COJUD	010-442-42412		05/17/2013	4,200.00
Hardin County Juvenile Proba	tio 108474	05/17/2013	INV.#TC4-FY13	010-401-42672		05/17/2013	2,730.00
The Productivity Center, Inc.	108552	05/17/2013	TCSD007/TCSO	010-426-42182		05/17/2013	630.00
Dell Marketing L.P.	108455	05/17/2013	006789522/EOC & PCT.1	010-453-43210		05/17/2013	318.00
Dell Marketing L.P.	108455	05/17/2013	006789522/PCT.1	010-453-43210		05/17/2013	119.99
Dell Marketing L.P.	108455	05/17/2013	006789522/PCT.1	010-453-43210		05/17/2013	569.00
Texas County & District Retire	em DFT0000475	05/16/2013	Tyler County, TX Retirement	010-21320		05/16/2013	17,988.91
						Fund 010 - GENERAL FUND Total:	298,297.60
Fund: 021 - ROAD & BRIDGE	1						
Tyler County Payroll	108397	05/16/2013	FICA	021-21300		05/16/2013	1,296.08
Tyler County Payroll	108397	05/16/2013	Federal Withholding	021-21300		05/16/2013	1,040.00
Tyler County Payroll	108397	05/16/2013	Medicare	021-21300		05/16/2013	303.12
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO			05/15/2013	7,272.29
OFFICE OF THE A.G. CHILD SU		05/16/2013	CS	021-21300		05/16/2013	300.00
OFFICE OF THE A.G. CHILD SU		05/16/2013	cs	021-21300		05/16/2013	162.46
Bryan & Bryan Asphalt Road (05/17/2013	TYLER1/PCT.1	021-000-42160		05/17/2013	14,870.90
Gardner Oil, Inc.	108470	05/17/2013	TYCO PCT.1/PCT.1	021-000-42400		05/17/2013	1,438.25
Jerry's Saw Shop	108487	05/17/2013	INV.#028117/PCT.1	021-000-42425		05/17/2013	19.95
Econo Signs, LLC	108460	05/17/2013	75979 PCT. 1&2/PCT.1	021-000-42425		05/17/2013	601.96
O'Reilly Automotive, Inc.	108513	05/17/2013	591681/PCT.1	021-000-42425		05/17/2013	82.53
- nong nacomocite; me		00, 1., 12020				00,2.,2022	04.55

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
APAC Texas, Inc.	108424	05/17/2013	210161/PCT1	021-000-42160		05/17/2013	989.79
Larry Trest Auto Brokers, Inc.	108493	05/17/2013	PERRY BRUSH GUARD/PCT.1	021-000-42425		05/17/2013	605.36
Lakes areas Septic & Sludge Op	e 108491	05/17/2013	INV.#24917/PCT.1	021-000-42510		05/17/2013	25.00
Lakes areas Septic & Sludge Op	e 108491	05/17/2013	INV.#25021/PCT.1	021-000-42510		05/17/2013	25.00
TEJAS TRUCK & R.V.	108546	05/17/2013	INV.#27914/PCT.1	021-000-42425		05/17/2013	889.00
MUFFLER SHOP, THE	108506	05/17/2013	3-14-13/PCT.1	021-000-42425		05/17/2013	50.00
Blue Tarp Financial/Northern To	0 108431	05/17/2013	145636/PCT.2	021-000-42425		05/17/2013	59. 99
Parker Lumber - Woodville	108515	05/17/2013	22700/PCT.1	021-000-42425		05/17/2013	104.47
D & D Hardware & Feed, Inc.	108452	05/17/2013	APRIL2013/PCT.1	021-000-42425		05/17/2013	9.43
Timberman's Supply	108554	05/17/2013	12023/PCT.1	021-000-42425		05/17/2013	199.65
Tyler County Auto Parts/NAPA	108559	05/17/2013	7050/PCT.1	021-000-42425		05/17/2013	395.27
AT&T Phones - Atlanta, GA.	108419	05/17/2013	PCT.1	021-000-42500		05/17/2013	68.93
Modica Bros.	108502	05/17/2013	APRIL 2013/PCT.1	021-000-42401		05/17/2013	370.24
Walling Signs & Graphics/Paper	\108570	05/17/2013	TYCOPT/PCT.1	021-000-42425		05/17/2013	18.00
WalMart Community/GECRB	108571	05/17/2013	5371/PCT.1	021-000-42425		05/17/2013	105.19
MOORE DOZER & TRACKHOE	108504	05/17/2013	19 HOURS/PCT. 1	021-000-42160		05/17/2013	2,245.00
U Pump It - Gardner Oil	108565	05/17/2013	UPTYCOPCT.1	021-000-42400		05/17/2013	431.81
AT&T Long Distance	108417	05/17/2013	PCT.1	021-000-42500		05/17/2013	3.33
A-1 Johnny Portable Toilets	108421	05/17/2013	1605/PCT.1	021-000-42510		05/17/2013	35.00
Rural Pipe & Supply	108528	05/17/2013	TYLCO1/PCT.1	021-000-42161		05/17/2013	1,134.44
Rural Pipe & Supply	108528	05/17/2013	TYLCO1/PCT.1	021-000-42161		05/17/2013	75.10
Beaumont Tractor Company, IN	K108428	05/17/2013	TYLE00/PCT.1	021-000-42425		05/17/2013	1,155.65
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/PCT.1	021-000-42425		05/17/2013	13.98
Brookside Equipment Sales, Inc	: 108434	05/17/2013	TYLE16/PCT.1	021-000-42425		05/17/2013	614.38
Smart's Truck & Trailer Equip., It	n 108534	05/17/2013	T6000/PCT.1	021-000-42425		05/17/2013	87.99
Texas County & District Retiren	nDFT0000475	05/16/2013	Tyler County, TX Retirement	021-21320		05/16/2013	1,668.30
					Fund	021 - ROAD & BRIDGE I Total:	38,767.84
Fund: 022 - ROAD & BRIDGE II							
Tyler County Payroll	108397	05/16/2013	FICA	022-21300		05/16/2013	1,011.86
Tyler County Payroll	108397	05/16/2013	Federal Withholding	022-21300		05/16/2013	742.06
Tyler County Payroll	108397	05/16/2013	Medicare	022-21300		05/16/2013	236.66
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYROL	.1022-29999		05/15/2013	5,721.89
OFFICE OF THE A.G. CHILD SUP	P(DFT0000476	05/16/2013	CS	022-21300		05/16/2013	207.69
Jerry's Saw Shop	108487	05/17/2013	INV#28247/PCT.2	022-000-42425		05/17/2013	34.60
Gulf Welding Supply Co.	108473	05/17/2013	030133/PCT.2	022-000-42425		05/17/2013	46.50
Econo Signs, LLC	108460	05/17/2013	75979PCT.1&2/PCT.2	022-000-42425		05/17/2013	179.51
Blue Tarp Financial/Northern To		05/17/2013	145636/PCT.2	022-000-42425		05/17/2013	750.12
PowerPlan	108521	05/17/2013	87001-13258/PCT.2	022-000-42425		05/17/2013	157.43
O'Reilly Automotive, Inc.	108513	05/17/2013	591682/PCT.2	022-000-42425		05/17/2013	21.08
Tyler County Auto Parts/NAPA	108559	05/17/2013	7051/PCT.2	022-000-42425		05/17/2013	12.50
Timberman's Supply	108554	05/17/2013	12024/PCT.2	022-000-42425		05/17/2013	124.01
A T & T Phones - Atlanta, GA.	108419	05/17/2013	PCT.2	022-000-42500		05/17/2013	68.93
Modica Bros.	108502	05/17/2013	APRIL 2013/PCT.2	022-000-42401		05/17/2013	548.20
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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Walling Signs & Graphics/Pape	r\108570	05/17/2013	TYCOPCT./PCT.2	022-000-42425		05/17/2013	72.00
Consolidated Communications	108449	05/17/2013	936-969-2645/0-PCT.2	022-000-42500		05/17/2013	7.79
Gulf Welding Supply Co.	108473	05/17/2013	030133/PCT.2	022-000-42425		05/17/2013	28.30
U Pump It - Gardner Oil	108565	05/17/2013	UP TYLERC CP2/PCT.2	022-000-42400		05/17/2013	704.10
NORTHERN SAFETY CO., INC.	108510	05/17/2013	3956646/PCT.2	022-000-42425		05/17/2013	161.23
NORTHERN SAFETY CO., INC.	108510	05/17/2013	3956646/PCT.2	022-000-42425		05/17/2013	21.47
Lakeway Tire & Service-Jasper	(£108492	05/17/2013	916/PCT.2	022-000-42401		05/17/2013	1,484.75
AT&T Long Distance	108417	05/17/2013	PCT.2	022-000-42500		05/17/2013	3.33
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/PCT.2	022-000-42425		05/17/2013	5.49
Beaumont Tractor Company, II	N(108427	05/17/2013	MAY 2013/PCT.2	022-000-43200		05/17/2013	1,899.00
Mustang Machinery Company,	L108508	05/17/2013	0792910/PCT.2	022-000-42425		05/17/2013	611.10
Gardner Oil, Inc.	108470	05/17/2013	TYCO PCT.2/PCT.2	022-000-42400		05/17/2013	7,171.64
Texas County & District Retirer	n:DFT0000475	05/16/2013	Tyler County, TX Retirement	022-21320		05/16/2013	1,438.05
						Fund 022 - ROAD & BRIDGE II Total:	23,471.29
Fund: 023 - ROAD & BRIDGE II	1						
Tyler County Payroll	108397	05/16/2013	FICA	023-21300		05/16/2013	1,442.60
Tyler County Payroll	108397	05/16/2013	Federal Withholding	023-21300		05/16/2013	794.75
Tyler County Payroll	108397	05/16/2013	Medicare	023-21300		05/16/2013	337.38
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYROL			05/15/2013	8,824.48
Martin's True Value Hardware		05/17/2013	INV.#0014917/PCT.3	023-000-42425		05/17/2013	104.64
Goldstar Products, Inc.	108471	05/17/2013	0021718/PCT.3	023-000-42425		05/17/2013	1,441.89
Gardner Oil, Inc.	108470	05/17/2013	TYCO PCT.3/PCT.3	023-000-42400		05/17/2013	3,415.71
Jerry's Saw Shop	108487	05/17/2013	INV.#028137/PCT.3	023-000-42425		05/17/2013	40.50
Matheson Tri-Gas INC	108500	05/17/2013	E2314/PCT.3	023-000-42425		05/17/2013	26.16
Matheson Tri-Gas INC	108500	05/17/2013	E2314/PCT.3	023-000-42425		05/17/2013	46.80
APAC Texas, Inc.	108424	05/17/2013	210162/PCT.4	023-000-42160		05/17/2013	1,042.16
APAC Texas, Inc.	108424	05/17/2013	210161/PCT.3	023-000-42160		05/17/2013	2,148.87
APAC Texas, Inc.	108424	05/17/2013	210161/PCT.3	023-000-42160		05/17/2013	494.08
Tyler County Auto Parts/NAPA		05/17/2013	7052/PCT.3	023-000-42425		05/17/2013	250.03
Parker Lumber - Woodville	108515	05/17/2013	22710/PCT.3	023-000-42425		05/17/2013	149.85
AT&T Phones - Atlanta, GA.	108419	05/17/2013	PCT.3	023-000-42500		05/17/2013	68.92
Sexton, Mattie M.	108531	05/17/2013	4-19-13/PCT.3	023-000-42998		05/17/2013	35.00
Walling Signs & Graphics/Pape	r\108570	05/17/2013	TYCOPCT/PCT.3	023-000-42998		05/17/2013	18.00
Pate's Collision	108516	05/17/2013	REPLACE SPLASH SHIELD/PCT.3	023-000-42425		05/17/2013	149.95
Sexton, Mattie M.	108531	05/17/2013	5-9-13/PCT.3	023-000-42998		05/17/2013	35.00
A & A Equipment / A & A Press	u 108416	05/17/2013	INV.#60234/PCT.3	023-000-42425		05/17/2013	456.26
U Pump It - Gardner Oil	108565	05/17/2013	UP TYCOPCT3/PCT.3	023-000-42400		05/17/2013	51.24
Lakeway Tire & Service-Jasper	(£108492	05/17/2013	917/PCT.3	023-000-42401		05/17/2013	474.35
AT&T Long Distance	108417	05/17/2013	PCT.3	023-000-42500		05/17/2013	3.33
Verizon Wireless	108567	05/17/2013	6997-00003/PCT.3	023-000-42500		05/17/2013	747.01
Interstate Billing Service, INC.	108483	05/17/2013	120677/PCT.3	023-000-42425		05/17/2013	23.21
Texas County & District Retires	mrDFT0000475	05/16/2013	Tyler County, TX Retirement	023-21320		05/16/2013	2,057.23
						Fund 023 - ROAD & BRIDGE III Total:	24,679.40

Check	Register
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						. 5/25/6 54(03: 5/24/26:	13 - 3/ 10/ 2013
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 024 - ROAD & BRIDGE IV							
Tyler County Payroll	108397	05/16/2013	FICA	024-21300		05/16/2013	990.94
Tyler County Payroll	108397	05/16/2013	Federal Withholding	024-21300		05/16/2013	917.13
Tyler County Payroli	108397	05/16/2013	Medicare	024-21300		05/16/2013	231.76
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYROL	L1024-29999		05/15/2013	5,732.41
Southern Tire Mart, LLC	108536	05/17/2013	115736/PCT.4	024-000-42401		05/17/2013	399.15
Ellis Truck & Trailer Parts	108463	05/17/2013	100151/PCT.4	024-000-42425		05/17/2013	14.50
Hollis Tire Co., Inc.	108475	05/17/2013	T122/PCT.4	024-000-42401		05/17/2013	150.50
J. Schreck Trucking	108484	05/17/2013	INV.#230/PCT.4	024-000-42160		05/17/2013	790.00
SHAW, RAMON	108532	05/17/2013	INV.#385461/PCT.4	024-000-42425		05/17/2013	460.00
Smart's Truck & Trailer Equip.,In	108534	05/17/2013	T6003/PCT.4	024-000-42425		05/17/2013	1,398.15
AT&T Phones - Atlanta, GA.	108419	05/17/2013	PCT.4	024-000-42500		05/17/2013	68.88
Richards' Electric Alternator & S	1108525	05/17/2013	4-30-13/PCT.4	024-000-42425		05/17/2013	23.75
Walling Signs & Graphics/Paper	\108570	05/17/2013	TYCOPCT./PCT.4	024-000-42998		05/17/2013	18.00
PowerPlan	108522	05/17/2013	87001-13241/PCT.4	024-000-42425		05/17/2013	25,533.35
Mott Wholesale, Inc.	108505	05/17/2013	APRIL 2013/PCT.4	024-000-42425		05/17/2013	489.92
Walston, J. A. "Jack"	108572	05/17/2013	MILEAGE/TCEQ MSW LIC. TRNO	G.024-000-42659		05/17/2013	198.88
Walston, J. A. "Jack"	108572	05/17/2013	PER DIEM/TCEQ MSW LIC. TRN	G024-000-42659		05/17/2013	100.00
Interstate Billing Service, INC.	108483	05/17/2013	400614/PCT.4	024-000-42425		05/17/2013	147.59
Southern Tire Mart, LLC	108536	05/17/2013	115736/PCT.4	024-000-42401		05/17/2013	443.04
U Pump It - Gardner Oil	108565	05/17/2013	UP TYCOPCT.4/PCT.4	024-000-42400		05/17/2013	210.63
AT&T Long Distance	108417	05/17/2013	PCT.4	024-000-42500		05/17/2013	3.26
Rural Pipe & Supply	108528	05/17/2013	TYLER4/PCT.4	024-000-42425		05/17/2013	1,002.52
Rural Pipe & Supply	108528	05/17/2013	TYLER 4/PCT.4	024-000-42425		05/17/2013	145.71
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/PCT.4	024-000-42998		05/17/2013	31.08
Beaumont Freightliner, Inc.	108426	05/17/2013	113544/PCT.4	024-000-42425		05/17/2013	176.83
Gardner Oil, Inc.	108470	05/17/2013	TYCO PCT.4/PCT.4	024-000-42400		05/17/2013	7,215.27
Texas County & District Retirem	DFT0000475	05/16/2013	Tyler County, TX Retirement	024-21320		05/16/2013	1,392.48
					Fund	024 - ROAD & BRIDGE IV Total:	48,285.73
Fund: 026 - TYLER CO. RODEO A	ARENA/FAIRGRND						
Parker Lumber - Woodville	108515	05/17/2013	22705/RODEO ARENA	026-000-42410		05/17/2013	24.75
Sullivan's Hardware	108541	05/17/2013	APRIL2013/RODEO ARENA	026-000-42410		05/17/2013	41.99
		4-, -, ,		V-V VVV 1-1-0	Fund 026 - TYLER CO. RC	DDEO ARENA/FAIRGRND Total:	66.74
CJ. 024 COUNTY CLERY DA	•						00.74
Fund: 031 - COUNTY CLERK RM		0F /1 6 /2012	FICA	024 24200		05 (4.5 (204.2	24.72
Tyler County Payroll	108397	05/16/2013	FICA	031-21300		05/16/2013	34.72
Tyler County Payroll	108397	05/16/2013	Medicare	031-21300		05/16/2013	8.12
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO			05/15/2013	258.58
KOFILE PRESERVATION	108489	05/17/2013	TXTLYC/COCLK	031-000-42694	Front O	05/17/2013	19,667.75
					runa o	31 - COUNTY CLERK RMP Total:	19,969.17
Fund: 033 - SHERIFF FORFEITUF							
Code Blue Police Supply	108448	05/17/2013	INV.#38121/TCSO	033-000-48000		05/17/2013	4,000.00
					Fund 03	33 - SHERIFF FORFEITURE Total:	4,000.00

Check Register						Payable Da	tes: 5/14/201	13 - 5/18/2013
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date		Amount
Fund: 036 - LIBRARY FUND								
Lexis Nexis	108495	05/17/2013	149Q4D/COJUD	036-000-48007		05/17/2013		199.00
Lexis Nexis	108495	05/17/2013	1396TR/DSJUD	036-000-48007		05/17/2013		46.00
TDCAA Now Trust Fund	108545	05/17/2013	INV.#34729/CDA	036-000-48007		05/17/2013		94.00
West Group Payment Center (1	Th108575	05/17/2013	1000705398/CDA	036-000-48007		05/17/2013		1,282.00
					Fund 0	36 - LIBRARY FUND	Total:	1,621.00
Fund: 037 - T C COLLECTION CI	ENTER							
Tyler County Payroll	108397	05/16/2013	FICA	037-21300		05/16/2013		333.62
Tyler County Payroll	108397	05/16/2013	Federal Withholding	037-21300		05/16/2013		234.47
Tyler County Payroll	108397	05/16/2013	Medicare	037-21300		05/16/2013		78.02
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER	037-29999		05/15/2013		2,061.94
KYM INDUSTRIES, INC.	108490	05/17/2013	INV.#11080/COLL.CTR.	037-000-42425		05/17/2013		97.50
IESI Hardin County Landfill	108478	05/17/2013	052032696/COLL.CTR.	037-000-42177		05/17/2013		2,548.20
IESI Hardin County Landfill	108478	05/17/2013	052032696/COLL.CTR.	037-000-42177		05/17/2013		2,222.80
Timberman's Supply	108554	05/17/2013	12028/COLL.CTR.	037-000-42425		05/17/2013		9.08
A T & T Phones - Atlanta, GA.	108419	05/17/2013	COLLECTION CENTER	037-000-42510		05/17/2013		49.29
Gardner Oil, Inc.	108470	05/17/2013	TYCO COLLECTION/COLL.CTR.	037-000-42400		05/17/2013		939.08
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/COLL.CTR.	037-000-42425		05/17/2013		64.97
Beaumont Freightliner, Inc.	108426	05/17/2013	113542/COLL.CTR.	037-000-42425		05/17/2013		42.81
Texas County & District Retirer	mcDFT0000475	05/16/2013	Tyler County, TX Retirement	037-21320		05/16/2013		473.28
					Fund 037 - 1	T C COLLECTION CENTER	Total:	9,155.06
Fund: 039 - TXCDBG SMALL BL	JSINESS LOAN PRJ							
TEXAS DEPT. OF AGRICULTURE	1038	05/15/2013	LOAN REPAYMENT	039-000-44300		05/15/2013		1,500.00
					Fund 039 - TXCDBG	SMALL BUSINESS LOAN F	'RJ Total:	1,500.00
Fund: 043 - JAIL INTEREST & SI	INKING							
Parker Lumber - Woodville	123	05/17/2013	22760/TCSO	043-000-42410		05/17/2013		2,129.53
					Fund 04	3 - JAIL INTEREST & SINKII	NG Total:	2,129.53
Fund: 044 - COURTHOUSE SEC	URITY							
Tyler County Payroll	108397	05/16/2013	FICA	044-21300		05/16/2013		45.78
Tyler County Payroll	108397	05/16/2013	Federal Withholding	044-21300		05/16/2013		5.00
Tyler County Payroll	108397	05/16/2013	Medicare	044-21300		05/16/2013		10.70
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO			05/15/2013		335.99

COURTHOUSE SECURITY

PAYROLL TRANSFER TO PAYROLI050-29999

BAR DUES/JUNT, DANIEL ALAN 050-000-48000

INV.#9588/COJUD

INV.#9589/COJUD

FICA

Medicare

044-000-42510

044-000-43200

044-000-43200

050-21300

050-21300

05/17/2013

05/17/2013

05/17/2013

05/16/2013

05/16/2013

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05/17/2013

5/16/2013 3:55:01 PM

Fund: 050 - C D A FEES

Tyler County Payroll

Tyler County Payroll

TYLER COUNTY PAYROLL

AT&T Phones - Atlanta, GA. 108419

GUARDIAN SECURITY SOLUTION 108472

GUARDIAN SECURITY SOLUTION 108472

Clerk, Supreme Court - State Bar 108446

108397

108397

108415

29.09

19,730.00

20,881.56

725.00

23.80

5.56

177.32

235.00

05/17/2013

05/17/2013

05/17/2013

05/16/2013

05/16/2013

05/15/2013

05/17/2013

Fund 044 - COURTHOUSE SECURITY Total:

Check Register						Payable Dates: 5/14/20	13 - 5/18/201
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amoun
Clerk, Supreme Court - State	e Bar 108445	05/17/2013	BAR DUES/SMITH, JOE RANDA	LL 050-000-48000		05/17/2013	235.0
						Fund 050 - C D A FEES Total:	676.6
Fund: 053 - ADULT PROBAT	ION						
TYLER CO. COMMUNITY SUF	VN. 108400	05/16/2013	State Health Insurance	053-21300		05/16/2013	447.4
Tyler County Payroll	108397	05/16/2013	FICA	053-21300		05/16/2013	1,000.9
Tyler County Payroll	108397	05/16/2013	Federal Withholding	053-21300		05/16/2013	822.7
Tyler County Payroll	108397	05/16/2013	Medicare	053-21300		05/16/2013	234.0
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO	L1053-29999		05/15/2013	5,964.3
Story-Wright Printing & Office	ce \$(108540	05/17/2013	101851/CSCD	053-000-42104		05/17/2013	101.0
Quill Corporation	108523	05/17/2013	C2772734/CSCD	053-000-42104		05/17/2013	1.6
Tyler County	108557	05/17/2013	APRIL & MAY 2013/CSCD	053-434-42629		05/17/2013	4,000.0
Walling Signs & Graphics/Pa		05/17/2013	4-11-13/CSCD	053-000-42104		05/17/2013	717.0
AT&T Phones - Atlanta, G		05/17/2013	ADULT PROBATION	053-000-42510		05/17/2013	40.0
Walling Signs & Graphics/Pa		05/17/2013	4-30-13CSCD	053-000-42104		05/17/2013	112.0
LEAF	108494	05/17/2013	100-1539477-001/CSCD	053-000-42104		05/17/2013	20.3
CANON SOLUTIONS AMERIC		05/17/2013	5R3409/CSCD	053-000-42104		05/17/2013	25.0
AT & T Long Distance	108417	05/17/2013	ADULT PROBATION	053-000-42510		05/17/2013	14.1
Seton Identification Product		05/17/2013	10R1448036/CSCD	053-000-42104		05/17/2013	73.8
		• •					
PostMaster	108520	05/17/2013	P.O. BOX FEE/CSCD	053-000-42104		05/17/2013 05/16/2013	54.0
Texas County & District Reti	remit/10000475	05/16/2013	Tyler County, TX Retirement	053-21320	F	und 053 - ADULT PROBATION Total:	1,507.0 15,135.4
Ford OFA HINESHIE BROD	ATION				•		25,255.4
Fund: 054 - JUVENILE PROB		05/15/2012	FICA	054 24200		05 /4 6 /2042	544.4
Tyler County Payroll	108397	05/16/2013	FICA	054-21300		05/16/2013	644.4
Tyler County Payroll	108397	05/16/2013	Federal Withholding	054-21300		05/16/2013	590.7
Tyler County Payroll	108397	05/16/2013	Medicare	054-21300		05/16/2013	150.7
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO			05/15/2013	3,712.0
Pegasus Schools, Inc.	108517	05/17/2013	INV.#10377/JUPRO	054-451-42703		05/17/2013	2,644.5
MIXON, SHELBY	108501	05/17/2013	RESTITUTIN/JUPRO	054-457-42907		05/17/2013	14.5
AT&T Long Distance	108417	05/17/2013	JUVENILE PROBATION	054-451-42500		05/17/2013	22.6
Texas County & District Reti	remiDFT0000475	05/16/2013	Tyler County, TX Retirement	054-21320		05/16/2013	931.2
					Fun	d 054 - JUVENILE PROBATION Total:	8,711.0
Fund: 073 - JUSTICE COURT	TECHNOLOGY FUND						
SYSTEM ACCESS	108543	05/17/2013	INV.#130/JP.2	073-000-43200		05/17/2013	119.9
SYSTEM ACCESS	108543	05/17/2013	INV.#135/JP.1	073-000-42600		05/17/2013	60.0
SYSTEM ACCESS	108543	05/17/2013	INV. #137/JP.3	073-000-43200		05/17/2013	119.9
					Fund 073 - JUSTIC	E COURT TECHNOLOGY FUND Total:	299.9
Fund: 076 - EMERGENCY OF	PERATIONS CENTER						
Tyler County Payroli	108397	05/16/2013	FICA	076-21300		05/16/2013	441.9
Tyler County Payroll	108397	05/16/2013	Federal Withholding	076-21300		05/16/2013	367.5
Tyler County Payroll	108397	05/16/2013	Medicare	076-21300		05/16/2013	103.3
TYLER COUNTY PAYROLL	108415	05/15/2013	PAYROLL TRANSFER TO PAYRO	DL1076-29999		05/15/2013	2,691.6
Faranca - Davies Camina	CU-1-1004C4	05/17/2012	INV. #000004/FOC	076 000 43251		05/17/2012	1 700 0

INV.#006904/EOC

076-000-42351

Emergency Power Service - Silsb 108464

05/17/2013

1,399.03

05/17/2013

Check Register

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key Post Date	Amount
Emergency Power Service - Sils	b 108464	05/17/2013	INV.#006905/EOC	076-000-42351	05/17/2013	140.60
The Quilted Star	108553	05/17/2013	INV.#132/EOC	076-000-42150	05/17/2013	60.00
Quill Corporation	108523	05/17/2013	C7309806/EOC	076-000-42100	05/17/2013	55.9 8
DFW COMMUNICATIONS	108456	05/17/2013	TYLE10/EOC	076-000-43901	05/17/2013	18.65
DFW COMMUNICATIONS	108456	05/17/2013	T YLE10/EOC	076-000-43901	05/17/2013	35.08
AT&T Phones - Atlanta, GA.	108419	05/17/2013	EMERGENCY MANAGEMENT	076-000-42500	05/17/2013	471.70
U Pump It - Gardner Oil	108565	05/17/2013	UPTYCO EMER MGT.2/EOC	076-000-42416	05/17/2013	303.16
Davis Wrecker Service	108454	05/17/2013	INV.#8533/EOC	076-000-42416	05/17/2013	75.00
AT&T Long Distance	108417	05/17/2013	EMERGENCY MANAGEMENT	076-000-42500	05/17/2013	8.65
Sullivan's Hardware	108541	05/17/2013	APRIL 2013/EOC	076-000-42100	05/17/2013	30.98
Texas County & District Retiren	ntDFT0000475	05/16/2013	Tyler County, TX Retirement	076-21320	05/16/2013	578.27
					Fund 076 - EMERGENCY OPERATIONS CENTER Total:	6,781.59
Fund: 088 - TJPC-TITLE IVE FUN	ID					
Pegasus Schools, Inc.	108517	05/17/2013	INV.#10377/JUPRO	088-000-42603	05/17/2013	1,502.96
-					Fund 088 - TJPC-TITLE IVE FUND Total:	1,502.96
Fund: 089 - TYLER COUNTY NU	TRITION CENTER					
DirecTV	108458	05/17/2013	035535115/NUTR.CTR.	089-000-42510	05/17/2013	94.99
WalMart Community/GECRB	108571	05/17/2013	5371/NUTRITION CENTER	089-000-42204	05/17/2013	233.38
77 Silvidi e Sovillia incij, 6 2 Silvi	1000,1	05,1.,2015	3372,770 111171 22111211	000 000 1220 1	Fund 089 - TYLER COUNTY NUTRITION CENTER Total:	328.37
	_					525.57
Fund: 093 - PAYROLL ACCOUN				20002 44000	or ter topes	40.050.00
UNITED STATES TREASURY-IRS	DF10000491	05/15/2013	PAYROLL TAXES FOR MAY 16,	20093-11000	05/15/2013	40,352.20
					Fund 093 - PAYROLL ACCOUNT Total:	40,352.20
					Grand Total:	566,613.15

Report Summary

Fund Summary

010 - GENERAL FUND 298,297.60 021 - ROAD & BRIDGE I 38,767.84 022 - ROAD & BRIDGE III 23,471.25 023 - ROAD & BRIDGE III 24,679.46 024 - ROAD & BRIDGE IV 48,285.73 026 - TYLER CO, RODEO ARENA/FAIRGRND 66.74 031 - COUNTY CLERK RMP 19,969.17 033 - SHERIFF FORFEITURE 4,000.06 036 - LIBRARY FUND 1,621.06 037 - T C COLLECTION CENTER 9,155.06 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.06 043 - JAIL INTEREST & SINKING 2,129.53 054 - COURTHOUSE SECURITY 20,881.56 055 - C D A FEES 676.66 053 - ADULT PROBATION 15,135.42 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.96 076 - EMERGENCY OPERATIONS CENTER 6,781.55 088 - TIPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.37 093 - PAYROLL ACCOUNT 40,352.24		
021 - ROAD & BRIDGE I 38,767.84 022 - ROAD & BRIDGE III 23,471.29 023 - ROAD & BRIDGE III 24,679.40 024 - ROAD & BRIDGE IV 48,285.73 026 - TYLER CO, RODEO ARENA/FAIRGRND 66.74 031 - COUNTY CLERK RMP 19,969.11 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 054 - COURTHOUSE SECURITY 20,881.50 055 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.40 054 - JUVENILE PROBATION 8,711.00 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TIPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.31 093 - PAYROLL ACCOUNT 40,352.24	Fund	Payment Amount
022 - ROAD & BRIDGE II 23,471.29 023 - ROAD & BRIDGE III 24,679.40 024 - ROAD & BRIDGE IV 48,285.73 026 - TYLER CO, RODEO ARENA/FAIRGRND 66.74 031 - COUNTY CLERK RMP 19,969.11 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 054 - COURTHOUSE SECURITY 20,881.50 055 - A ADULT PROBATION 15,135.43 056 - JUVENILE PROBATION 8,711.03 077 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TIPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.31 093 - PAYROLL ACCOUNT 40,352.24	010 - GENERAL FUND	298,297.60
023 - ROAD & BRIDGE III 24,679.40 024 - ROAD & BRIDGE IV 48,285.73 026 - TYLER CO. RODEO ARENA/FAIRGRND 66.74 031 - COUNTY CLERK RMP 19,969.13 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 054 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.40 054 - JUVENILE PROBATION 8,711.00 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TIPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.37 093 - PAYROLL ACCOUNT 40,352.24	021 - ROAD & BRIDGE I	38,767.84
024 - ROAD & BRIDGE IV 48,285.73 026 - TYLER CO. RODEO ARENA/FAIRGRND 66.74 031 - COUNTY CLERK RMP 19,969.13 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 054 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.42 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.55 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.37 093 - PAYROLL ACCOUNT 40,352.24	022 - ROAD & BRIDGE II	23,471.29
026 - TYLER CO. RODEO ARENA/FAIRGRND 66.7* 031 - COUNTY CLERK RMP 19,969.1* 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.5* 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.4* 054 - JUVENILE PROBATION 8,711.0* 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.5* 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.3* 093 - PAYROLL ACCOUNT 40,352.24	023 - ROAD & BRIDGE III	24,679.40
031 - COUNTY CLERK RMP 19,969.1* 033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.5* 044 - COURTHOUSE SECURITY 20,881.5* 050 - C D A FEES 676.6* 053 - ADULT PROBATION 15,135.4* 054 - JUVENILE PROBATION 8,711.0* 073 - JUSTICE COURT TECHNOLOGY FUND 299.9* 076 - EMERGENCY OPERATIONS CENTER 6,781.5* 088 - TJPC-TITLE IVE FUND 1,502.9* 089 - TYLER COUNTY NUTRITION CENTER 328.3* 093 - PAYROLL ACCOUNT 40,352.2*	024 - ROAD & BRIDGE IV	48,285.73
033 - SHERIFF FORFEITURE 4,000.00 036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.43 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.31 093 - PAYROLL ACCOUNT 40,352.20	026 - TYLER CO. RODEO ARENA/FAIRGRND	66.74
036 - LIBRARY FUND 1,621.00 037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.42 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.31 093 - PAYROLL ACCOUNT 40,352.20	031 - COUNTY CLERK RMP	19,969.17
037 - T C COLLECTION CENTER 9,155.00 039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.43 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.31 093 - PAYROLL ACCOUNT 40,352.20	033 - SHERIFF FORFEITURE	4,000.00
039 - TXCDBG SMALL BUSINESS LOAN PRI 1,500.00 043 - JAIL INTEREST & SINKING 2,129.53 044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.43 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.53 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.33 093 - PAYROLL ACCOUNT 40,352.20	036 - LIBRARY FUND	1,621.00
043 - JAIL INTEREST & SINKING 2,129.5 044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.40 054 - JUVENILE PROBATION 8,711.00 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.30 093 - PAYROLL ACCOUNT 40,352.20	037 - T C COLLECTION CENTER	9,155.06
044 - COURTHOUSE SECURITY 20,881.50 050 - C D A FEES 676.60 053 - ADULT PROBATION 15,135.40 054 - JUVENILE PROBATION 8,711.00 073 - JUSTICE COURT TECHNOLOGY FUND 299.90 076 - EMERGENCY OPERATIONS CENTER 6,781.50 088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.30 093 - PAYROLL ACCOUNT 40,352.20	039 - TXCDBG SMALL BUSINESS LOAN PRJ	1,500.00
050 - C D A FEES 676.66 053 - ADULT PROBATION 15,135.47 054 - JUVENILE PROBATION 8,711.03 073 - JUSTICE COURT TECHNOLOGY FUND 299.96 076 - EMERGENCY OPERATIONS CENTER 6,781.53 088 - TJPC-TITLE IVE FUND 1,502.96 089 - TYLER COUNTY NUTRITION CENTER 328.3 093 - PAYROLL ACCOUNT 40,352.26	043 - JAIL INTEREST & SINKING	2,129.53
053 - ADULT PROBATION 15,135.4 054 - JUVENILE PROBATION 8,711.0 073 - JUSTICE COURT TECHNOLOGY FUND 299.9 076 - EMERGENCY OPERATIONS CENTER 6,781.5 088 - TJPC-TITLE IVE FUND 1,502.9 089 - TYLER COUNTY NUTRITION CENTER 328.3 093 - PAYROLL ACCOUNT 40,352.2	044 - COURTHOUSE SECURITY	20,881.56
054 - JUVENILE PROBATION 8,711.0 073 - JUSTICE COURT TECHNOLOGY FUND 299.9 076 - EMERGENCY OPERATIONS CENTER 6,781.5 088 - TJPC-TITLE IVE FUND 1,502.9 089 - TYLER COUNTY NUTRITION CENTER 328.3 093 - PAYROLL ACCOUNT 40,352.2	050 - C D A FEES	676.68
073 - JUSTICE COURT TECHNOLOGY FUND299.91076 - EMERGENCY OPERATIONS CENTER6,781.51088 - TJPC-TITLE IVE FUND1,502.91089 - TYLER COUNTY NUTRITION CENTER328.31093 - PAYROLL ACCOUNT40,352.21	053 - ADULT PROBATION	15,135.42
076 - EMERGENCY OPERATIONS CENTER6,781.59088 - TJPC-TITLE IVE FUND1,502.90089 - TYLER COUNTY NUTRITION CENTER328.3°093 - PAYROLL ACCOUNT40,352.20	054 - JUVENILE PROBATION	8,711.03
088 - TJPC-TITLE IVE FUND 1,502.90 089 - TYLER COUNTY NUTRITION CENTER 328.3° 093 - PAYROLL ACCOUNT 40,352.20	073 - JUSTICE COURT TECHNOLOGY FUND	299.98
089 - TYLER COUNTY NUTRITION CENTER 328.3' 093 - PAYROLL ACCOUNT 40,352.26	076 - EMERGENCY OPERATIONS CENTER	6,781.59
093 - PAYROLL ACCOUNT 40,352.20	088 - TJPC-TITLE IVE FUND	1,502.96
Varior Wa-Writingory W. Varior W. Varior Waller	089 - TYLER COUNTY NUTRITION CENTER	328.37
Grand Total: 566,613.1	093 - PAYROLL ACCOUNT	40,352.20
	Grand Total:	566,613.15

Account Number	Account Name	Payment Amount
010-21300	PAYROLL LIABILITIES	26,321.62
010-21320	RETIREMENT	17,988.91
010-29999	Due To Other Funds	75,808.64
010-401-42111	POSTAGE FOR POSTAGE ME	3,299.51
010-401-42178	CONTINGENCY FOR MISCEL	2,960.00
010-401-42218	TYLER COUNTY APPRAISEL [51,510.53
010-401-42231	HOUSING OF TCSO INMATE	35,215.37
010-401-42519	PROBATION TELEPHONE	233.91
010-401-42616	ADVERTISING	661.20
010-401-42628	CONTINGENCY FOR LEGAL F	1,278.82
010-401-42643	AUTOPSIES	4,475.00
010-401-42672	JUVENILE DENTENTION SER	2,730.00
010-401-42710	TYLER COUNTY SEARCH & R	47.97
010-401-48000	MISCELLANEOUS EXPENSE	602.10
010-402-42100	OFFICE SUPPLIES	678.15

	Account Summary	
Account Number	Account Name	Payment Amount
010-402-42500	TELEPHONE	496.10
010-405-42100	OFFICE SUPPLIES	74.48
010-405-42500	TELEPHONE	294.82
010-407-42100	OFFICE SUPPLIES	900.41
010-407-42500	TELEPHONE	63.43
010-408-42634	COURT APPOINTED ATTORN	2,400.00
010-408-42689	GRAND JURORS	2,552.00
010-409-42500	TELEPHONE	29.09
010-411-42100	OFFICE SUPPLIES	39.00
010-411-42500	TELEPHONE	163.48
010-412-42500	TELEPHONE	134.90
010-419-42100	OFFICE SUPPLIES	982.45
010-419-42500	TELEPHONE	212.80
010-419-42639	DNA LAB FEES	2,786.00
010-420-42100	OFFICE SUPPLIES	118.97
010-420-42500	TELEPHONE	455.91
010-420-42659	TRAVEL & EDUCATION	6.22
010-421-42100	OFFICE SUPPLIES	150.46
010-421-42500	TELEPHONE	155.35
010-421-42650	ASSOCIATION DUES	39.00
010-422-42100	OFFICE SUPPLIES	247.64
010-422-42500	TELEPHONE	83.95
010-423-42500	TELEPHONE	30.58
010-426-42100	OFFICE SUPPLIES	250.93
010-426-42150	UNIFORMS	4,049.60
010-426-42182	DEPUTIES SUPPLIES	1,471.66
010-426-42400	GAS, OIL, GREASE	11,764.87
010-426-42401	TIRES, TUBES	1,115.61
010-426-42413	REPAIRS TO VEHICLES	4,657.82
010-426-42500	TELEPHONE	2,556.23
010-426-42656	ANIMAL CONTROL	113.14
010-427-42108	JAIL SUPPLIES	1,523.97
010-427-42157	PRISONER MEALS	8,387.13
010-428-43220	EMERGENCY EQUIPMENT	72.00
010-429-42500	TELEPHONE	49.27
010-429-42661	TRAINING & EDUCATION	1,025.00
010-430-42500	TELEPHONE	204.71
010-430-42502	TELEPHONE - PARKS & WILL	49.35
010-430-42503	TELEPHONE - DRIVERS LICE!	99.56
010-439-42100	OFFICE SUPPLIES	10.63
010-439-42224	OUT-OF-COUNTY TRAVEL, F	1,266.05
010-439-42500	TELEPHONE	102.05

Account Summary					
Account Number	Account Name	Payment Amount			
010-440-42101	SUPPLIES	2,118.37			
010-440-42350	SERVICE CONTRACTS	874.11			
010-440-42353	SUPPORT SERVICES	3,147.50			
010-440-42600	PROFESSIONAL SERVICES	126.00			
010-440-42677	EQUIPMENT LEASE	1,604.30			
010-442-42106	JANITORS SUPPLIES	1,440.05			
010-442-42150	UNIFORMS	337.48			
010-442-42411	REPAIRS AT JUSTICE CENTER	1,194.46			
010-442-42412	REPAIRS TO COURTHOUSE	9,491.79			
010-442-42422	ELEVATOR REPAIRS	84.13			
010-442-42516	UTILITIES-BEST BUILDING	26.10			
010-453-43210	OFFICE EQUIPMENT	1,406.96			
010-453-43600	SHERIFF'S CARS	1,448.00			
021-000-42160	ROAD MATERIAL	18,105.69			
021-000-42161	CULVERTS	1,209.54			
021-000-42400	GAS, OIL, GREASE	1,870.06			
021-000-42401	TIRES, TUBES	370.24			
021-000-42425	MACHINERY MAINTENANCE	5,012.80			
021-000-42500	TELEPHONE	72.26			
021-000-42510	UTILITIES	85.00			
021-21300	PAYROLL LIABILITIES	3,101.66			
021-21320	RETIREMENT	1,668.30			
021-29999	Due To Other Funds	7,272.29			
022-000-42400	GAS, OIL, GREASE	7,875.74			
022-000-42401	TIRES, TUBES	2,032.95			
022-000-42425	MACHINERY MAINTENANCE	2,225.34			
022-000-42500	TELEPHONE	80.05			
022-000-43200	PURCHASE OF EQUIPMENT	1,899.00			
022-21300	PAYROLL LIABILITIES	2,198.27			
022-21320	RETIREMENT	1,438.05			
022-29999	Due To Other Funds	5,721.89			
023-000-42160	ROAD MATERIAL	3,685.11			
023-000-42400	GAS, OIL, GREASE	3,466.95			
023-000-42401	TIRES, TUBES	474.35			
023-000-42425	MACHINERY MAINTENANCE	2,689.29			
023-000-42500	TELEPHONE	819.26			
023-000-42998	MISCELLANEOUS SUPPLIES	88.00			
023-21300	PAYROLL LIABILITIES	2,574.73			
023-21320	RETIREMENT	2,057.23			
023-29999	Due To Other Funds	8,824.48			
024-000-42160	ROAD MATERIAL	790.00			
024-000-42400	GAS, OIL, GREASE	7,425.90			

	Account Summary	
Account Number	Account Name	Payment Amount
024-000-42401	TIRES, TUBES	992.69
024-000-42425	MACHINERY MAINTENANCE	29,392.32
024-000-42500	TELEPHONE	72.14
024-000-42659	TRAVEL & EDUCATION	298.88
024-000-42998	MISCELLANEOUS SUPPLIES	49.08
024-21300	PAYROLL LIABILITIES	2,139.83
024-21320	RETIREMENT	1,392.48
024-29999	Due To Other Funds	5,732.41
026-000-42410	REPAIRS & MAINTENANCE	66.74
031-000-42694	PRESERVATION-ARCHIVE	19,667.75
031-21300	PAYROLL LIABILITIES	42.84
031-29999	Due To Other Funds	258.58
033-000-48000	UNIFORMS/MISC. EXPENSE	4,000.00
036-000-48007	LIBRARY BOOKS & SUPPLIES	1,621.00
037-000-42177	CONTAINER HAULS	4,771.00
037-000-42400	GAS, OIL, GREASE	939.08
037-000-42425	MACHINERY MAINTENANCE	214.36
037-000-42510	UTILITIES	49.29
037-21300	PAYROLL LIABILITIES	646.11
037-21320	RETIREMENT	473.28
037-29999	Due To Other Funds	2,061.94
039-000-44300	LOAN REPAYMENT	1,500.00
043-000-42410	RÉPAIRS & MAINTENANCE	2,129.53
044-000-42510	UTILITIES	29.09
044-000-43200	PURCHASE OF EQUIPMENT	20,455.00
044-21300	PAYROLL LIABILITIES	61.48
044-29999	Due To Other Funds	335.99
050-000-48000	MISCELLANEOUS EXPENSE	470.00
050-21300	PAYROLL LIABILITIES	29.36
050-29999	Due To Other Funds	177.32
053-000-42104	SUPPLIES & OPERATING EXF	1,104.83
053-000-42510	UTILITIES	54.16
053-21300	PAYROLL LIABILITIES	2,505.10
053-21320	RETIREMENT	1,507.01
053-29999	Due To Other Funds	5,964.32
053-434-42629	CCP CONTRACT SERV FOR C	4,000.00
054-21300	PAYROLL LIABILITIES	1,385.96
054-21320	RETIREMENT	931.28
054-29999	Due To Other Funds	3,712.06
054-451-42500	TELEPHONE	22.69
054-451-42703	SECURE PLACEMENT	2,644.54
054-457-42907	RESTITUTION	14.50

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Account Number	Account Name	Payment Amount
073-000-42600	PROFESSIONAL SERVICES	60.00
073-000-43200	PURCHASE OF EQUIPMENT	239.98
076-000-42100	OFFICE SUPPLIES	86.96
076-000-42150	UNIFORMS	60.00
076-000-42351	SERVICE OF GENERATORS	1,539.63
076-000-42416	VEHICLE OPERATIONS/MAIN	378.16
076-000-42500	TELEPHONE	480.35
076-000-43901	STANDBY MAINTENANCE	53.73
076-21300	PAYROLL LIABILITIES	912.88
076-21320	RETIREMENT	578.27
076-29999	Due To Other Funds	2,691.61
088-000-42603	RESIDENTIAL SERVICES	1,502.96
089-000-42204	SENIOR ACTIVITIES	233.38
089-000-42510	UTILITIES	94.99
093-11000	Due From Other Funds	40,352.20
	Grand Total:	566,613.15

Project Account Summary

Project Account Key		Payment Amount
None		566,613.15
	Grand Total:	566,613,15

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Constable PCT. 4

Date:

05/17/13

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

LINE ITEM	LINE ITEM NUMBER	BUDGET	<u>AMENDED</u>	INCREASE REVENUE (DECREASE)
Emergency Equipment	010-429-43220	250.00	244.00	(6.00)
Bonds	010-429-42900	178.00	78.00	(100.00)
Uniforms	○010 -429-42 150	250.00	205.86	(44.14)
Training & Education	010-429-42661	1,500.00	1,650.14	150.14

0.00

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

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Asstable PCT

Budget Report

For Fiscal: Current Period Ending: 05/31/2013

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable Percent (Unfavorable) Remaining
Department: 429 -	- CONSTABLE, PCT. IV					
010-429-40000	SALARIES	29,340.00	29,340.00	2,518.24	13,109.20	16,230.80 55.32%
010-429-40100	SOCIAL SECURITY	22,446.00	22,446.00	192.64	1,037.28	21,408.72 95.38%
010-429-40110	RETIREMENT	3,108.00	3,108.00	266.68	1,435.15	1,672.85 53.82%
010-429-42150	UNIFORMS	250.00	400.00	0.00	355.86	44.14 11.04%
010-429-42500	TELEPHONE	150.00	612.00	0.00	150.21	461.79 75.46%
010-429-42661	TRAINING & EDUCATION 🛨	1,500.00	1,050.67	0.00	0.00	1,050.67 100.00%
010-429-42900	BONDS	178.00	100.00	0.00	0.00	2 100.00 100.00%
010-429-43220	EMERGENCY EQUIPMENT	250.00	928.00	0.00	922.00) 6.00) 0.65%
010-429-43232	RADIO & EQUIPMENT	600.00	0.00	0.00	0.00	0.00 0.00%
	Total Department: 429 - CONSTABLE, PCT. IV:	57,822.00	57,984.67	2,977.56	17,009.70	40,974.97 70.67 %

5/15/2013 12:58:02 PM

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Sheriff Bryan Weatherford

May 14, 2013

To: The Honorable Commissioner's Court

I am requesting that the holiday pay for the Sheriff Deputies, Jailers and Dispatchers be changed. They work four 12 hour days and are off four days. This means that they will either be working or on a regular day off when the holiday happens. I would like the number of holidays be given to their holiday bank each January. Then we will not have to be concerned with payment or time for holidays. If they work or are off on a holiday they already have the time on the books so nothing extra will have to be done. I would like the policy to read as follows:

168.00 hours of holiday time will be given to the Deputies, Jailers & Dispatchers who work the 4 on 4 off work schedule at the beginning of each calendar year. There will not be any extra or overtime pay for working the holiday because they will have been compensated with leave time in advance. Should an employee terminate employment he/she will not be paid for their holiday hours that have not occurred yet. The maximum amount of holiday pay that can be carried over from the previous year is 24 hours. Any Sheriff Department employees that work five 8 hour days or four 10 hour days are not eligible for the advance holiday time as they can take the holiday off as it occurs.

I would also request that it be made effective immediately so that I can work with the Auditor to get their holiday banks brought up current this year moving forward for holiday pay.

Respectfully Submitted

Bryan Weatherford, Sheriff



TYLER COUNTY COMMISSIONERS COURT

County Courthouse. Room 101 / Woodville, Texas

MARTIN NASH Commissioner, Pat. 1 Rustri Hughes ನಿಂದರಾಣ್ಯಗಳ ನಿರ್ವ JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL Commissioner, Pct. 3 JACK WALSTON Commissioner, Pct. 4

2013 PROCLAMATION DECLARING MAY AS ELDER ABUSE PRESENTION AWARENESS MONTH

- WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of Tyler County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and
- WHEREAS, Texas APS In-Home Caseworkers statewide have completed 87,487 investigations of which 59,595 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2012; and APS Facility Caseworkers statewide have completed 10,803 investigations of which 1,259 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2012; and
- WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and
- WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it difficult to tell anyone and are usually ashamed and sometimes afraid; and
- WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and
- **WHEREAS**, Many of the cases investigated by Adult Protective Services in Texas involve selfneglect and it is our duty as citizens to reach out to people in need.
- NOW, THEREFORE, the Commissioners Court of the County of Tyler, Texas, does hereby proclaim the month of May, 2013 to be Elder Abuse Prevention Month in Tyler County and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have

Dated this 17th day of May 2013.

Jacques L. Blanchette

County Judge

Attest:

Donece Gregory, County,



Motorcycle Safety and Awareness Month

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Jacques L. Blanchett. Tyler County Judge do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this county. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the County to be affixed this 13th day of May in the year 2013.

Jacques L. Blanchette, Tyler County Judge

STATE OF TEXAS	§
	§

COUNTY OF SAN JACINTO

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This agreement is entered into by and between the County of San Jacinto, Texas, hereinafter called "Contractor" and the County of ______, Texas, hereinafter called "County."

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the Contractor and County are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of is governing body in the appropriate manner prescribed by law; and

WHEREAS, the Contractor and the County specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT .

ARTICLE 1

TERM AND EFFECTIVE DATE

1.01.1 <u>TERM</u>: This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year.

- 1.02 <u>RENEWAL</u>: This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.
- 1.03 <u>TERMINATION</u>: This Agreement shall terminate on the one-year anniversary of any term, original or renewal. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Contractor or County upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 1.04 This Agreement is also subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by governmental or judical entities which create a legal barrier to the acceptance of County's inmates.

ARTICLE II

DETENTION SERVICES

For the purpose and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to wit:

- 2.01 <u>PURPOSE</u>: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission on Jail Standards and other applicable Texas State and Federal law as applicable to prison facilities.
- 2.02 HOUSING AND CARE OF INMATES: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set forth herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.

- 2.03 MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter /non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health/dental/psychological/psychiatric services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic, dental or mental health care and does not include the cost associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for such services, other than routine medical services included in the per-day rate.
- 2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to monitor utilization of off-site services by providing information about the course of an inmates care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization, medical care and other off-site treatment. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 <u>MEDICAL RECORDS</u>: County agrees to provide Contractor with a copy of each inmates medical, dental and mental health records for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 <u>MEDICAL INVOICES</u>: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 <u>INMATE MEDICAL REPORT</u>: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 <u>FACILITY INSPECTION</u>: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.

- 2.10 TRANSPORTATION AND OFF-SITE SECURITY: County is solely responsible for the transportation of inmates between the County Jail and Contractor facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 <u>COURT APPEARANCES</u>: County shall be responsible for the transportation of County inmates to and from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 TRANSPORTATION TO TDCJ: County shall be responsible for the transportation of County inmates to the Texas Department of Criminal Justice, Institutional Division unless County has contracted with Contractor to provide inmate transport as part of the services covered by the per day rate for short term housed inmates who have received a pen packet and are awaiting transport to TDJC-ID.
- 2.13 <u>GUARD SERVICES</u>: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15.00 per hour/per guard.
- 2.14 <u>SPECIAL PROGRAMS</u>: The per day rate set out in the Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement for the provision of special programs.
- 2.15 <u>LOCATION AND OPERATION OF FACILITY</u>: Contractor shall provide the detention services described herein at the San Jacinto County Jail, Coldspring, Texas.
- 2.16 <u>ADMITTING AND RELEASING</u>: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.
- 2.17 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 10 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III

FINANCIAL PROVISIONS

- 3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is (\$25.00) per man-day (and (\$30.00) per man-day for inmates who will be housed short term while awaiting transport to the Texas Department of Criminal Justice, Institution Division, after receiving a pen packet). This rate covers one inmate per day. A portion of any day will count as one man-day under this Agreement, except that County may not be billed for two calendar days when an inmate is admitted after 7:00 p.m. and removed prior to 10:30 a.m. the following day. In that event, Contractor will bill for the day of arrival, but not for the day of departure.
- 3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County. Such invoices will include a list of each inmate housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of San Jacinto County, Texas and will be remitted to:

San Jacinto County Auditor 111 State Hwy. 150, Room C3 Coldspring, Texas 77331

Amounts which are not timely paid in accordance with the above procedure will bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of County under this Agreement. County further agrees that Contractor will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Contractor's Sheriff determines that

- a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of County eligible for incarceration at the facility under this Agreement are NON-HIGH RISK inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County Jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirements set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate with an appropriate inmate of County.
- RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designee to review the background of all inmates sought to be transferred to Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmates behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's facility when their classification changes for any purpose, including long-term medical segregation.
- 4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing on inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmate's behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date

for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County Jail shortly before the discharge date and for County to discharge the inmate from the County Jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising therefrom. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 NOTICES: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:	San Jacinto County Auditor 111 State Hwy 150, Room C3 Coldspring, TX 77331		
To County:	County Auditor		
Сору То:	David E. Clark, San Jacinto County Sheriff 75 W. Cedar Avenue Coldspring, TX 77331		

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided

- 5.03 <u>AMENDMENTS</u>: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.
- 5.04 <u>PRIOR AGREEMENTS</u>: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 <u>REPRESENTATION</u>: Contractor understands and agrees that San Jacinto County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Polk County.
- 5.06 <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>: Nothing herein contained shall be construed as creating the relationship of employer and employee between parties.
- 5.07 <u>SEVERABILITY</u>: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 <u>LIABILITY</u>: This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 50.9 <u>CHOICE OF LAW AND VENUE</u>: Any legal proceeding against County regarding this agreement shall be brought in the State of Texas, San Jacinto County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, San Jacinto County, in the administrative or judicial forum with appropriate jurisdiction.
- 5.10 <u>APPROVALS</u>: This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 <u>FUNDING SOURCE</u>: County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below

certifies that there are sufficient funds from current revenues available to County to meet its obligations under this Agreement.

ARTICLE VI

EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

SAN JACINTO COUNTY:

	County Judge
	County study
ATTEST:	
	County Clerk
APPROVED:	
	Sheriff
	TYLER COUNTY:
Januar Y	Nanchittle County Judge
ATTEST:	Sounty Serk
APPROVED:	Sheriff
·	AUDITOR'S CERTIFICATE
l hereby co Jacinto County v	ertify that funds are available to pay the obligation of San vithin the foregoing Agreement.
	County Auditor

At the Semi-Annual meeting of the FHAST Form Work Group the following areas of concern were addressed:

- > Impediment #3: The public is not sufficiently aware of their Fair Housing rights and how to obtain the assistance necessary to protect those rights.
 - 1) In order to assure compliance with this impediment, it was decided that the committee would place Fair Housing flyers at the customer service booths of the Brookshire Brothers and Wal-Mart stores.
 - 2) Distribute Fair Housing flyers through the schools in Tyler County, targeting a particular age group the first year, then increasing the target group each year until all grades, K-6 receives this information yearly.

3) Place Fair Housing flyers in the Chamber of Commerce and Real Estate offices throughout Tyler County.

We will begin this process with items #1 and #3 in July, 2013. When the new school year begins in August, 2013, we will begin complying with item #2.

- Impediment #5: Certain governmental policies and practices may not meet current HUD policy concerning affirmative furthering fair housing. Jurisdictions should act to ensure that their policies and procedures affirmative further fair housing, address maldistribution of resources, and that they do not unnecessarily impact housing choice.
 - 3) It would be beneficial for local elected officials to require senior staff of any sub recipient such as a city or county -- including managers and attorneys—to receive available Fair Housing training within the first 12 months of their employment or engagement.

At this time Tyler County does not have a policy addressing the training of staff members that would be involved with FHAST Form activities, but would gladly develop one with assistance from the State of Texas and/or HUD. We are therefore asking for a sample policy that we could adapt to fit Tyler County's needs and an extension of this timeline. We would also ask for a training schedule so plans could be made to have the identified employees in attendance.

- Impediment #6: Government entities at all levels do not appear to have been Proactive in the enforcement of both the Fair Housing Act and the obligation to Affirmatively further fair housing. The State and sub recipients should implement A robust and effective structure for identifying and pursuing suspected violations.
 - 1) Given the potential for increase in Fair Housing enforcement action by federal and state agencies and private organizations, an ongoing fair housing testing program for areas that receive federal housing and community development

funds could be beneficial to protect state agencies and sub-recipients from potential repayment. Fair housing enforcement is a valid use of CDBG funding and can be used to establish testing programs by agencies trained in HUD testing procedures. The state, or local jurisdictions combining together, should consider conducting tests in areas that include the following: steering in sales and rental; the denial of and different terms and conditions based on race, national origin, familial status, and disability in sales and rental; predatory and disparate terms and conditions in lending and insurance; foreclosure modification schemes targeting minority neighborhoods. The state should also consider education to applicable entities on self-testing and self-correction.

We do not currently have a testing program for Fair Housing violations but plan to establish one with assistance from the State of Texas and/or HUD. We would ask for an extension to the implementation of this impediment which is scheduled to begin in 2013.

- > Impediment #9: There are impediments in public and private actions and private attitudes to housing choice for persons with disabilities.
 - 3) Local jurisdictions should consider coordinating with the legislatively created Housing and Health Service Coordination Council for best practices on working with supportive services.

We agree to coordinate with the legislative created Housing and Health Services Coordination Council staffed by TDHCA for best practices on working with supportive Services, working through our DETCOG association to insure compliance with this impediment, and therefore ask for an extension until 2015.

- Impediment #13: Location and lack of housing accessibility and visitability standards within political jurisdictions limits fair housing choice for persons with disabilities.
 - 3) TDHCA should require that all federally funded housing construction be built to accessibility standards found in Texas Government Code S2306.514. We have formally considered: 1) establishing incentives for affordable housing developers to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA Integrated Housing Rule; 20 providing point incentives for unit in proximity to medical facilities for competitive programs using federal funds, and 3) requiring new housing build with federal funds to be built with structures that allow for features, as called for by state law.

We have not undertaken this review, but plan to do so with guidelines provided

provided by the State of Texas and/or HUD. We therefore ask for an extension for the compliance of this impediment until 2015 and request guidelines that would help us perform the review.

Impediment #16: Many jurisdictions do not have adequate Analysis of impediments to Fair Housing or Fair Housing Plans, and do not keep sufficient records of their activities.

1) Recipients of CDBG fund from HUD for housing should maintain records as required by the Fair Housing Act. HUD regulations and the Conciliation Agreement in order to document that they are carrying out their commitments and affirmatively furthering fair housing.

We have not done so but do so in compliance with GLO guidance and therefore ask for guidelines from the State of Texas and/or HUD to insure compliance with this impediment. We also ask for an extension until 2015 to make sure that we have the required records to document our AFFH actions and compliance with Fair Housing Laws.

Alternative or additional Local Action Steps developed by this jurisdiction: To address unique impediments to fair housing within each community, local jurisdictions are Encouraged to develop alternative action steps to be adopted in lieu of or in addition to those set out in the State of Texas Interim Analysis of impediments to fair housing. If Your jurisdiction elects to propose alternative or additional action steps, please describe them below.

We will not take addition FH Action Steps at this time. With guidelines from the State of Texas and/or HUD we will try to accomplish this by 2015.

Fair Housing Activity Statement – Texas

Recognizing that each jurisdiction is unique, this Fair Housing Activity Statement - Texas is intended to be used in conjunction with the Analysis of Impediments, Phase I as a form to help the applying jurisdictions perform assessments of their impediments to fair housing choice, plan actions to address identified impediments, and communicate their plans to the State of Texas and HUD.

BEFORE beginning to fill out this form, each jurisdiction should:

- (1) Participate in the regional FHAST Form training.
- (2) Review the 2010 Texas Interim Phase I Al in detail;
- (3) Gather relevant information (see instructions in Appendix A);
- (4) Convene a FHAST Working Group to assess the data collected in #2 and fill out the FHAST form (see instructions in Appendix A.)

Impediment #1 Protected classes may experience disparities in home mortgage lending and high cost loans. No local action is required at this time. Impediment #2 There is inadequate information available to the real estate community, governments and the public about fair housing requirements and enforcement procedures.

No local action is required at this time.

Impediment #3	. The public is not sufficiently aware of their Fair Housing rights and how to
,	obtain the assistance necessary to protect those rights.

 Consistent with the Fair Housing Act, the State of Texas, and funded sub-recipients should continue to promote and conduct events to celebrate April as Fair Housing Month, and direct sub-recipients to do the same. These events can demonstrate support for fair housing and build awareness.

Supp	support for fair nousing and build awareness.		
\square	We will commit to undertake Fair Housing Month activities. (Check all that apply.)		
	☑ Passage of a resolution by our governing body.		
	☐ Activities in schools.		
	☑ Placing posters in public buildings.		
	☐ Governing body will hold a special hearing to solicit input from the community.		
	☑ Other. (2010 Demographic Data Set with Poverty Place Data) [Attachment 1]		

		When will you undertake these activities? ☑ 2011 ☑ 2012 ☐ 2013
		Not Applicable (Explain)
2.	have shou	historically conducted fair housing activities at various times of the year and ld continue to fund, depending on sufficient appropriations, or collaborate with and private agencies, organizations and groups to plan and conduct fair housing ties.
	☑	We will conduct/sponsor/fund in fair housing activities at various times of the year other than "April as Fair Housing Month".
		When will you do this? ☐ 2011 ☑ 2012 ☐ 2013
		Not Applicable (Explain)
<u>Imped</u>	iment	#4 "Not in my Backyard" (NIMBY) may be an impediment to fair housing in Texas communities.

- NIMBY opposition needs to be anticipated and planning and outreach should occur on the front end of projects. To mitigate defensive and reactive responses, planning should include strategies for education, outreach and marketing that provide accurate information and promote the positive aspects and benefits of affordable housing to build support among community residents.^[1]
- 2. The Department of Housing and Urban Development (HUD) provides extensive information about Fair Housing and examples at www.hud.gov. Generally communities should consider:
 - Working with local officials, editorial boards, religious and civic organizations and other community leaders to initiate education programs.
 - Seeking opportunities to present information to community organizations by requesting to be placed on their meeting agendas.
 - Including a visit to the Group Home residence as part of an education program.
 - Answering all questions.
 - Talking with local neighborhood leaders, including elected representatives, and setting up a neighborhood meeting.
 - Setting up a liaison committee consisting of advocates, group residents, and neighborhood residents to discuss issues.
 - Identifying areas that meet AFFH targets where the community supports
 development, has worked with community groups and potentially uses funds to
 assist the development of multi-family affordable housing.
 - ☑ We have developed an anti-NIMBYism action plan. [Attachment 2 County of Tyler AFFH Policy, Section II]

		We will develop an anti-NIMBYism action plan. [Designate who will be responsible for developing this plan.] When will you do this? □ 2011 □ 2012 □ 2013
		Not Applicable (Explain)
<u>Impedi</u>	ment	Certain governmental policies and practices may not meet current HUD policy concerning affirmatively furthering fair housing. Jurisdictions should act to ensure that their policies and procedures affirmatively further fair housing, address mal-distribution of resources, and that they do not unnecessarily impact housing choice.
1.	juriso the p treate to hir infras (App comr	ant of certifying that a community is affirmatively furthering fair housing, dictions that have long-term infrastructure plans should review them to determine if alan promotes racial concentrations or otherwise inadvertently results in disparate ment of members of protected classes. While not intended to direct a community is a consultant, it is anticipated that a community will review its long-term structure plans as part of this recommended action. In reviewing the project list endix F of the Phase 1 AI) there are many projects that are listed as being of munity-wide benefit. The records do not indicate the actual location of projects or de adequate discussion of how the projects benefit the entire community. We have a long-term infrastructure plan and will review the plan to determine if it promotes racial concentrations or otherwise inadvertently results in disparate treatment of members of protected classes as it relates to the availability of housing. (The county has hired a consulting firm to review and update its Hazard Mitigation Plan which will include determining that it is AFFH compliant. The county has reviewed its subdivision guidelines and found that it does not promote racial concentration or otherwise inadvertently results in disparate treatment of members of protected classes as it relates to the availability of housing.)
		When will you do this? ☑ 2011
		Not Applicable (Explain)
	☑	We have already collected information on the locations of protected populations and have adequate information for insuring that new projects with "citywide benefits" will not perpetuate illegal differences in treatment.
	☑	We will use the information in the AI to ensure that proposed projects do not perpetuate illegal differences in treatment.
		When will you do this? ☑ 2011 Not Applicable (Explain)
2.	housi	has been determined under federal law that Fair Housing applies to all federal ing and community development funds, to reduce "siloing" the fair housing conent into only housing-related programs, fair housing should be considered in all ties for all local community planning staff.

	☑	We have determined that consideration of Fair Housing implications has already been incorporated into all aspects of planning in this jurisdiction. [Examples: Attachment 3]
	☑	We will review and insure that Fair Housing implications are addressed in all aspects of planning in this jurisdiction in a manner consistent with the guidelines provided by the state at the FHAST form training and maintain documentation of that review.
		When will you do this? ☐ 2011 ☐ 2012 ☐ 2013
		Not Applicable (Explain)
3.	such	uld be beneficial for local elected officials to require senior staff of any subrecipient as a city or county—including managers and attorneys—to receive available Fair sing training within the first 12 months of their employment or engagement.
		We have a policy in place providing for all senior staff – including managers and attorneys – to receive Fair Housing training within their first 12 months on the job, and for long-term senior staff to receive regular updated training. [Attach policy]
		We do not have such a policy and will develop and implement one.
		When will you do this? ☐ 2011 ☐ 2012 ☐ 2013
	☑	Not Applicable (Since it will place excessive financial burden upon the county to require all senior staff – chief deputies and attorneys – to receive Fair Housing training within their first twelve months on the job and for long-term senior staff to receive regular updated training, the county will maintain a designated Office/Staff Position for the purpose of AFFH oversight. This position will be required to receive training and updated training.) [Attachment 2 - County of Tyler AFFH Policy, Section III]
4.	educ or co train	art of what is usually a common initial training by the associations that provide ation opportunities for newly-appointed board members or newly-elected council ommissioners court members of cities and counties, the state should request that ing include specific information on the Fair Housing Act—with a discussion of natively furthering fair housing obligations.
		No local action is required at this time.
5.	impr not c	Il communities should consider limiting the concentration of infrastructure overnents like wastewater treatment, solid waste disposal, or similar necessary but lesirable infrastructure projects in residential areas where there are concentrations otected classes.
		We have an official policy that limits the concentration of certain infrastructure improvements. [Attach a copy.]

ļ	Ø	We have official policies and procedures that take the location of protected classes into account when deciding where to locate undesirable infrastructure improvements. [Attachment 2 – County of Tyler AFFH Policy, Section III]
		We do NOT have limits on the concentration of undesirable infrastructure improvements or policies and procedures that take the residential location of members of protected classes into account, but will develop formal limits or official policies and procedures.
		When will you do this? ☐ 2011 ☐ 2012 ☐ 2013
		Not Applicable (Explain)
6. C	omn	nunities electing to provide publicly financed housing incentives should be sted to call for recipients to engage in affirmative marketing.
		We have a policy requiring Affirmative Marketing Plans from developers seeking abatements or other supports for new housing.
		We do not have such a policy and will develop and implement one.
		When will you do this? ☐ 2011
	☑	Not Applicable (Tyler County does not have a policy allowing consideration for tax abatements for housing developers.)
ro a	oads idditi	risdiction is a non-entitlement community, when working in LMI areas to replace or other infrastructure, the jurisdiction should consider making application for onal sources of funding to provide assistance to repair substandard housing ciated with the project (i.e., TDHCA or HUD.)
	☑	We formally consider accessing supplementary funds when infrastructure proposals are developed. [Attachment 2 – County of Tyler AFFH Policy, Section III]
		We have not consistently done this in the past and we will develop a process to formally consider making housing funding applications when funds for infrastructure projects are sought.
		When will you do this? ☐ 2011 ☐ 2012 ☐ 2013
		Not Applicable (Explain)
a p ir a	ind v proje mpro as ac	infrastructure projects take into account items like curb cuts, sidewalks, hearing visually impaired indicators at intersections. When approving non-federally funded cts, similar special needs construction should be required for infrastructure exements. Projects should also address other legacy discrimination issues, such accessibility in public areas like courthouses, community centers and other high careas.

	☑	We currently require that applications for non-federally-funded infrastructure projects are ADA compliant and address other legacy discrimination issues.
		We do not have such a requirement. We will develop one.
		When will you do this? □2011
		Not Applicable (Explain)
9.	feder Activi infras housi comr of the	jurisdiction applying for Community Development Block Grant funds or other all housing and community development funds should submit a Fair Housing ities Statement – Texas (FHAST) with their application, reviewing their structure needs and housing needs and how the proposed activity promotes fair ing or results in more equitable treatment of protected classes. Projects with nunity-wide benefits should be accompanied by explicit commitments on the part a local jurisdictions to undertake additional activities to affirmatively further fair ing along with a monitoring and reporting process.
	☑	We submit a FHAST form.
		When will you begin to do this? ☑ 2011
		Not Applicable (Explain)
10.	low-ir deter	art of the non-housing disaster recovery program, jurisdictions should consider accome areas and areas populated principally by members of protected classes to mine the potential for flooding and consider making infrastructure expenditures to protect the impacted communities—including colonias.
	☑	We have reviewed LMI areas and areas populated principally by members of protected classes, and prioritized infrastructure expenditures to help protect the impacted communities—including colonias.
		We have not done this in the past but will conduct such a review and consider these infrastructure projects in the future.
		When will you do this? ☐ 2011
		Not Applicable (Explain)
11.	disas policy shoul the re class apply TXCE const	olicable, all policies should be reviewed regarding denying applicants' access to ter recovery CDBG funds if their residence is located in the flood plain. If the vides not allow participation by restricting building in flood plains, then the policy did be assessed to see if alternative housing programs could be implemented for esidents. Local jurisdictions should analyze the results and see if protected es are more frequently harmed by flood plain restrictions. This action does not to the GLO CDBG Disaster Relief Fund that limits property purchase "unless DBG receives satisfactory evidence that the property to be purchased was not tructed or purchased by the current owner after the property site location was ally mapped and included in a designated flood plain."

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		We have completed this review and analysis and will take action on our findings.
		We have not completed this review and analysis. We will do so and take appropriate actions based on our findings for Round 2 programs.
		. When will you do this? ☐ 2011
	✓	Not Applicable (County acts in compliance of its FEMA approved Flood Plain Ordinance and "Action Plan") [Attachments 4 and 5]
12.	stand	n an entire community is in a flood plain, the community should establish clear dards that allow for proper elevation or relocation, and that also allows for bility/special needs considerations consistent with state [3] and federal law.
		We have established clear standards that allow for proper elevation of homes or for relocation, and also allow for visitability/special needs considerations consistent with state and federal law.
		We have not developed these standards but will do so for Round 2 programs.
		When will you do this? □2011
	\square	Not Applicable (The county does not have entire communities in the flood plain.)
13.	conc Oppo	I jurisdictions that accommodated the relocation of disaster survivors resulting in entrations of protected class survivors in specific areas should establish Moving to ortunity Programs and include renters in their Moving to Opportunity Programs as ed under Round 2.
		This action step applies to our jurisdiction. We will establish a Moving to Opportunity Program for disaster survivors as part of our Round 2 housing recovery program.
		When will you do this? ☐ 2011
	V	Not Applicable (Tyler County did not accommodate the relocation of disaster survivors.)
14.	juriso econ these Thes exter	istent with the process established in the Conciliation Agreement, local lictions and state agencies should work together to determine a demographic and omic profile of victims of the natural disaster and establish goals for assisting a populations in no less that the proportions they were impacted by the disaster. The goals should be performance goals and disaster recovery funds should be aded incrementally in a manner to ensure that these populations are equitably the ted with benefits.
	I	We will cooperate with state agencies to carry out this action step. When will you do this? ☑ 2011

^[3] Texas Government Code Section 2306.514

	Not Applicable (Explain)
that a	frastructure programs funded with disaster recovery funds should be designed so any publicly accessible infrastructure projects and associated facilities are fully ssible to persons with disabilities. We have established clear policies and procedures to insure that all infrastructure programs funded with disaster recovery funds will be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities. [Attachment 2 – County of Tyler AFFH Policy, Section III]
	We have not developed these standards and policies; we will do so for Round 2 infrastructure projects. The person or entity responsible for developing these standards will be
	When will you do this? ☐ 2011
	Not Applicable (Explain)
dama that a of ap	sistent with the Conciliation Agreement, family and elderly public housing units aged or destroyed by the disaster should be reconstructed or repaired in a manner affirmatively furthers fair housing utilizing disaster recovery funds within 24 months proval of the initial application for disaster recovery assistance for the local liction.
	We affirm that family and elderly public housing units damaged or destroyed by the disaster will be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of submission of the initial application for disaster recovery assistance by the local jurisdiction.
☑	Not Applicable (Tyler County did not have public housing units damaged or destroyed by the disaster.)
Impediment	Governmental entities at all levels do not appear to have been proactive in the enforcement of both the Fair Housing Act and the obligation to affirmatively further fair housing. The State and subrecipients should implement a robust and effective structure for identifying and pursuing suspected violations.

1. Given the potential for increase in Fair Housing enforcement action by federal and state agencies and private organizations, an ongoing fair housing testing program for areas that receive federal housing and community development funds could be beneficial to protect state agencies and sub-recipients from potential repayment. Fair housing enforcement is a valid use of CDBG funding and can be used to establish testing programs by agencies trained in HUD testing procedures. The state, or local jurisdictions combining together, should consider conducting tests in areas that include the following: steering in sales and rental; the denial of and different terms and conditions based on race, national origin, familial status, and disability in sales and rental; predatory and disparate terms and conditions in lending and insurance; and

	foreclosure modification schemes targeting minority neighborhoods. The state should also consider education to applicable entities on self-testing and self-correction.
	We currently have a testing program for Fair Housing violations. For more information.
	We do not have a testing program for Fair Housing violations and plan to establish one.
	When will you do this? □ 2011 □ 2012 □ 2013
	Not Applicable (The county recognizes the value of a testing program but establishing one would create an excessive financial burden. A regional program through the COGs could be a viable alternative.)
2.	TDHCA should, as a pilot program, allocate funds to independent third parties or a combined jurisdiction team identified in point 1 of this section to provide similar testing to determine if additional enforcement is necessary.
	No local action is required at this time.
3.	Impacted agencies that provide certification that they are affirmatively furthering fair housing as required by federal law, should consider publishing a public document on enforcement that provides the public and communities with a clear description (and chart) of the state and Federal Fair Housing Act.
	On documents concerning housing and community development programs that are provided to the public, we will list fair housing enforcement contacts and procedures consistent with the State suggested language when it is provided in 2011.
	When will you do this? ☑ 2011
	□ Not Applicable (Explain)
4.	Each community should place on its website (if one is available) the contact, at the local, state, and federal levels, for reporting a Fair Housing complaint, if citizens believe they were victims of housing discrimination.
	☑ We have published the contact information – at the local, state and federal levels – for reporting a Fair Housing complaint. [Attachment 6]
	☐ We have not done so but will do so. When will you do this? ☐ 2011
	□ Not Applicable (Explain)
5.	Each local jurisdiction should publish on its website a clear statement, approved jointly by TDHCA, expressing the jurisdiction's obligation to affirmatively further fair housing and providing a method for reporting suspected noncompliance to the state and to

Hous allega funding progr mem	The jurisdiction's contact person should be able to refer to clear local Fair ing procedures for the complaint process, keep logs and records of all inquiries, ations, complaints and referrals. These reports should be sent to the appropriate agency. Where these reports show that a jurisdiction has administered ams inconsistently with the Al and had the effect of discouraging applications from bers of protected classes who are deemed eligible under the plan for assistance, native marketing plans should be developed and submitted to the appropriate cy.
	We have published a policy statement expressing our jurisdiction's obligation to Affirmatively Further Fair Housing. [Attach a copy or URL.]
☑	We will publish a policy statement consistent with the language the State provides in 2011.
Wh	en will you do this? ☑ 2011
	Not Applicable (Explain)
☑ \	Ve have developed clear procedures for the Fair Housing complaint process. [Attachment 2 – County of Tyler AFFH Policy, section IV]
	We will develop clear procedures for the Fair Housing complaint process once more guidance in given by the State in 2011.
	When will you do this? ☐ 2011
	Not Applicable (Explain)
	We keep complete logs and records of all Fair Housing inquiries, allegations, complaints and referrals and have a policy statement about these legal records.
✓	We will begin keeping required logs and records.
	When will you do this? ☑ 2011
	Not Applicable (Explain)
☑	We have remedial procedures for developers, landlords, home sellers and others whose actions may be inconsistent with Fair Housing laws and regulations. [Attachment 2 – County of Tyler AFFH Policy, section IV]
	We do not have remedial procedures but will develop them. The agency or person who will be responsible for developing these procedures is
	When will you do this? ☐ 2011

		Many local jurisdictions have zoning codes, land use controls, and administrative practices that may impede fair housing choice and fail to affirmatively further fair housing.
1.	for ch	aw anticipates that ordinances creating disparate impact should also be reviewed range. If a disparate impact is determined to exist by the local jurisdiction, it could or amend the restriction, use public funds to offset the cost through homebuyer tance programs, or waive fees or other offsets to make the home more affordable.
		We recently conducted or updated a Fair Housing Review of our ordinances and codes.
		We have not done so but will conduct a review
		We have a policy statement/guidance for those responsible for developing codes/ordinances that reminds them to consider and document the Fair Housing/AFFH implications of any new rule.
		We do not have such a policy/guidance but will develop one when suggested guidelines are provided by the State in 2011.
		When will you do this? ☐ 2011
	☑	Not Applicable (With the exception of FEMA approved Flood Plain Zone requirements, Tyler County does not have county specific zoning codes, land use controls, or administrative practices. In each of these areas, the county requires only that individuals, organizations, and businesses act in accordance with State requirements and practices.)
2.	furthe hous enco	elp limit concentrations that could be considered impediments to affirmatively ering fair housing, jurisdictions that have long term planning documents for ing growth or redevelopment, or revitalization plans, should consider allowing or uraging mixed income affordable housing in the plan and provide incentives for lopment of this type of housing in areas that are not concentrated.
		We recently conducted a Fair Housing Review and took/are taking appropriate action concerning our planning documents. [Attach a list of plans reviewed, a summary of findings, and actions you will take to remove impediments]
		We have not done so but will conduct a Fair Housing Review after the State provides suggested guidelines in 2011.
		When will you do this? ☐ 2011
	acc	Not Applicable (Tyler County does not currently have long term planning cuments for housing growth or development, or revitalization plans. However cording to the county's Affirmatively Further Fair Housing Policy Section V, should county develop a long term plan it will consider allowing or encouraging mixed

Impediment #7

		me affordable housing in the plan and provide incentives for development of this of housing in areas that are not concentrated.)
		We have identified residential areas that show concentrations or underrepresentation of protected groups, and we encourage mixed-income affordable housing and other strategies to widen housing choice throughout our jurisdiction.
	☑	We have not done so but will include this in our FHAST plan once guidelines are provided by the State in 2011.
		When will you do this? ☐ 2011 ☑ 2012 ☐ 2013
		Not Applicable (Explain)
(consi	jurisdictions seeking CDBG Disaster Recovery funds from the state should der offering expedited permitting and review processes for affordable housing cts within high opportunity target zones.
		We currently offer incentives to developers to locate affordable housing projects in high opportunity neighborhoods and prevent overconcentration.
		We have not done so but will.
		When will you do this? \square 2011 \square 2012 \square 2013
	V	Not Applicable (With the exception of FEMA approved and required Flood Plain permits, the county does not require county specific permits. The county requires only that permits and inspections required by the State are obtained according to the guidelines of the State.)
Impedim	ent #	Inadequate planning for re-housing after an emergency situation creates a situation where persons who are uninsured or under-insured, low income, or special needs can be displaced for long periods of time.
	_	

 Some legislators, the Sunset Commission, and communities acknowledge that while temporary disaster housing is a federal program, Texas should continue to provide guidance to local governments on additional planning that needs to be done as part of the emergency preparedness planning to most efficiently work with FEMA.

No local action is required at this time.

2. As much of what FEMA has previously offered is travel trailers or manufactured housing, local governments should review their zoning requirements or other land use provisions that restrict temporary housing or housing on an existing lot during the building process and look at potential waivers that do not risk or negatively impact health, safety, and welfare during a period after disasters so that low income persons can move back to their existing communities with temporary housing while waiting for redevelopment.

When will you	do	this?	2011	☑ 2012 F	7013
vvnen wiii vou	uυ	แแร : 🗀	2011	<u> </u>	_ 2013

□ Not Applicable (Explain)

Impediment #10

There are barriers to mobility and free housing choice for Housing Choice Voucher holders including: inadequate tenant counseling services and mobility assistance, failure of PHAs to apply for the FMR pilot demonstration funds, and government policies, procedures, and regulations that tend to decrease participation by private housing providers and to restrict available housing to "racially or low-income populated neighborhoods" with little access to economic, educational, or other opportunity.

No local action beyond compliance with Round 2 Housing Guidelines is currently required but communities are encouraged to work with local public housing authorities to understand and overcome these impediments.

Impediment #11

Loss of housing stock in Hurricanes Dolly and Ike compounded the shortage of affordable housing in disaster recovery areas. This shortage is particularly acute in safe, low-poverty neighborhoods with access to standard public services, job opportunities and good schools.

No local action is required at this time. TDHCA will develop a statewide strategic plan including guidance for local jurisdictions on the following Action Steps in 2011.

- To help offset the costs of developments that feature reduced rents without government support, local jurisdictions should consider establishing density bonuses to allow for higher levels of units per site for multifamily developments and single-family developments that propose increased affordability.
- 2. TDHCA and HUD have developed programs that preserve affordable housing. Continuing in this vein, the state and local jurisdictions should work to preserve existing affordable housing development and discourage them from converting to market rate housing. Requirements should be included in all publicly funded developments providing tenants with early and clear notification of the intention of management to convert to market rate housing and providing first right of refusal to nonprofit and public entities and organizations to purchase units to maintain affordability.
- 3. The state and local jurisdictions should consider using CDBG funds to buy down the cost of land in high-cost and high-opportunity development areas to increase affordable housing options in these areas.

Impediment #12

Lack of financial resources for both individuals and housing providers limits Fair Housing choice. Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of

protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.

1. The state is maximizing its resources in Round 2 of the Ike/Dolly funding to affirmatively further fair housing in single family and multi-family developments. As called for in the Conciliation Agreement, the state is looking to provide more integrated housing options for persons in racially concentrated or poverty concentrated neighborhood groups. In single-family programs, the state should require subrecipients to offer the opportunity to relocate out of floodplain areas, concentrations of racial minorities, or concentrations of poverty—through the Homeowner Opportunity Program. Any relocation should be into an area that does not result in simply relocating the high-concentration from one area to another.

Local jurisdictions will be responsible for complying with Section 3 as part of their contract with the state.

- Jurisdictions receiving federal funds from HUD, directly or indirectly, should ensure they have a compliant Section 3 program to meet HUD requirements regarding notification to LMI eligible persons of potential job creation at the impacted neighborhood level with federal funds.
 - We have in place a Section 3 program that meets the requirements of federal law and regulations regarding potential job creation at the impacted neighborhood level and the use of federal funds to hire local LMI eligible persons. We confirm that appropriate staff persons in this jurisdiction have already received training on Section 3, regarding job creation for local LMI persons including members of protected classes. [Attachment 7 Section 3 Policy for Tyler County; Attachment 2 County of Tyler AFFH Policy, Section VI]

When will you do this? ☐ 2011

1	m	pe	di	m	e	nt	#1	3

Location and lack of housing accessibility and visitability standards within political jurisdictions limits fair housing choice for persons with disabilities.

- 1. Local jurisdictions should consider establishing incentives for affordable housing applicants to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA integrated housing rule.
- 2. TDHCA and local jurisdictions should consider adding proximity to medical facilities as a scoring incentive for competitive programs using federal funds for proximity to medical facilities.
- 3. TDHCA should require that all federally funded housing construction be built to accessibility standards found in Texas Government Code §2306.514.
 - We have formally considered: 1) establishing incentives for affordable housing developers to create an increased set-aside of housing units for persons with

disabilities or persons who are elderly without violating the existing TDHCA Integrated Housing Rule; 2) providing point incentives for units in proximity to medical facilities for competitive programs using federal funds; and 3) requiring new housing built with federal funds to be built with structures that allow for accessible features, regardless of whether the original occupant needs the features, as called for by state law. [Attach documentation of the review and resulting actions.]

[7	We have not undertaken the above review, but plan to do so.
		When will you do this? ☐ 2011 ☐ 2012 ☑ 2013
See .		Not Applicable (Explain)
<u>Impedir</u>	ment #	Many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding beyond events like Hurricanes Dolly and Ike.
 The state, COGs, and local jurisdictions should examine the infrastructure needs colonias, in particular the use of CDBG disaster recovery funds to provide drains improvements to correct flooding problems in the wake of Hurricane Dolly, and thistorical provision of public infrastructure and housing assistance to meet those in border and non-border colonias. 		
Topode		We have identified the unserved infrastructure needs of colonias within our jurisdiction and whether these infrastructure improvements are eligible for

disaster recovery funding and, if so, whether those projects will be funded.

When will you do this? ☐ 2011

We have not undertaken the above review, but plan to do so.

☑ Not Applicable (Tyler County does not have colonias.)

<u>lmpediment #15</u>

Minority neighborhoods in disaster areas are primarily served by non-regulated insurance companies that do not adhere to underwriting guidelines and may be discriminated against in the provision of insurance. Texas has passed aggressive statues to prevent insurance "redlining." National research indicates that protected classes face unwarranted disparities in the cost of insurance, the amount of coverage, and cancellation of policies without notice to the homeowner.

No local action is required at this time.

Impediment #16 Many jurisdictions do not have adequate Analysis of Impediments to Fair Housing or Fair Housing Plans, and do not keep sufficient records of their activities.

1. Recipients of CDBG funds from HUD for housing should maintain records as required by the Fair Housing Act, HUD regulations, and the Conciliation Agreement in order to

	docur housi	ment that they are carrying out their commitments and affirmatively furthering fair ng.
		We currently maintain all required records to document our AFFH actions and compliance with Fair Housing laws, HUD and State regulations, and the Conciliation Agreement. [Attach details of the records now kept and identify the person or entity responsible for keeping these records.]
	\checkmark	We have not done so but do so in compliance with GLO guidance.
		When will you do this? ☐ 2011 ☑ 2012 ☐ 2013
2.	Al aff Als o issue Hous ident	Not Applicable (Explain) equired under the Conciliation Agreement, the State will conduct a new Statewide the HUD approval of the Phase 1 Al. Entitlement communities should conduct new or update current Als to ensure that they address all recommended data and also and specifically address issues related to all protected classes under the Fair sing Act. Race and national origin, as well as the other protected classes, must be ified independent of low and moderate-income categories in order to understand impact of actions, practices, regulations, ordinances, and other factors on them.
		We recently completed a formal Analysis of Impediments, are currently updating an existing AI, or are conducting our first AI. [Attach most recent AI or draft.]
	☑	We are using the FHAST form process to analyze our impediments to fair housing and plan how to address them.
		When will you do this? ☑ 2011
		Not Applicable (Explain)
unique i develop State of	imped alterr Texas	r additional Local Action Steps developed by this jurisdiction: To address iments to fair housing within each community, local jurisdictions are encouraged to native action steps to be adopted in lieu of or in addition to those set out in the s Interim Analysis of Impediments to fair housing. If your jurisdiction elects to native or additional action steps, please describe them below.
		We plan to take additional Action Steps, described in an Attachment.
	☑	We will not take additional FH Action Steps at this time. When will you do this? □ 2011 □2012 ☑2013
		Not Applicable (Explain)



RESOLUTION

Approving the Amended Fair Housing Activity Statement -Texas Action Plan as Part of the Tyler County Community Development Block Grant Program

- WHEREAS, the County of Tyler, Texas has the responsibility to affirmatively further Fair Housing within its County limits; and
- WHEREAS, the County of Tyler appointed citizens to a Fair Housing Work Group Committee to discuss Fair Housing issues and impediments within the County and develop a Fair Housing Activity Statement Texas Action Plan; and
- WHEREAS, the County of Tyler Fair Housing Activity Statement-Texas Action Plan was approved by the Texas General Land Office; and
- WHEREAS, the County of Tyler Fair Housing Work Group Committee amended the Fair Housing Activity Statement Texas Action Plan as deemed necessary to carry out the obligations and purposes of affirmatively furthering fair housing; and
- WHEREAS, a public notice was published in the Tyler County Booster on April 18th, 2013 and a public hearing was held on May 2th, 2013 for public comment;

NOW THEREFORE, BE IT RESOLVED, BY THE COMMISSIONERS COURT OF THE COUNTY OF TYLER:

- Section 1: That the attached Amended Fair Housing Activity Statement-Texas Action Plan be approved as recommended by the Fair Housing Work Group Committee.
- PASSED, APPROVED and ADOPTED at a regular meeting of the Commissioners Court of the County of Tyler held on the 17th day of May, 2013.

Jacques L. Blanchette, County Judge

Bill of Sale

STATE OF TEXAS COUNTY OF TYLER

KNOW ALL PERSONS BY THESE PRESENTS:

TYLER COUNTY, Texas (Seller), address; 100 West Bluff, Room 102, Woodville, Texas 75979, in consideration of the payment in the sum of \$27,000.00 (Twenty Seven Thousand Dollars), plus any other cost incurred during transaction.

Receipt of payment acknowledged, do hereby sell and transfer Commercial Hanger # 5 to Bertand and Cleo Jaton (Buyer) address; 615 N. Reid, Woodville, TX 75979, the following description:

Commercial Hanger # 5, 42' X 115", 4830 sq. ft., physical address 338 County Road 2025, Woodville, Texas 75979, located on the northwest side of the runway at the Tyler County Airport.

Tyler County (Seller) warrants that Bertand and Cleo Jaton (Buyer) is the lawful owner in every respect of all of the described property, However, Tyler County retains ownership of the land, on which the Hanger # 5 is located. Tyler County (Seller) further warrants described property is free and clear of all liens, security agreements, encumbrances, claims, demands and charges of every kind whatsoever.

Seller binds Seller, his successors and assigns, to warrant and defend the title to all of the described property sold herein to Buyer, his/her successors and assigns, forever against every person lawfully claiming the described property or any part of it.

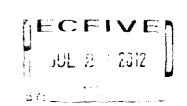
Tyler County will receipt the monies from the sale into the Airport Funds Account (#025).

This Bill of Sale shall be effective	ve as to the transfer of property listed in it as of ()date.
IN WITNESS WHEREOF, this F	Bill of Sale is executed on theday of, 2013.	
Bertrand Jaton/ Cleo Jaton		
Buyer	Jacques L. Blanchette Tyler County Judge For Seller	
State of Texas County of Tyler		
	authority, on this day of,2013 appeared Judge Jasubscribed to the foregoing instrument, and acknowledged to me t expressed in the instrument.	
	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS	
State of Texas County of Tyler		
	on this day of, 2013 appeared Bertrand and Cleothe foregoing instrument, and acknowledged to me that they execute instrument.	
	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS	

Remaining Available Funds	\$ 1,668,145)
 Construction	\$ 1,476,850	
Engineering	\$ 63,700	
Administration	\$ -	
Environmental	\$ -	
Net (Contingency for Projects)	\$ 127,595	7.65%



Texas General Land Office Legal Services Division – MC 158 PO BOX 12873 / Austin, TX 78711-2873 512.463.9895 – katelyn.allen@glo.texas.gov



TRANSMITTAL OF DOCUMENTS - JULY 23, 2012

The Honorable Jacques L. Blanchette County of Tyler 100 West Bluff Street, Room 102 Woodville, TX 75979

RE: GLO CONTRACT NO. 10-5127-000-5108 AMENDMENT NO. 3

Dear Judge Blanchette:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 463-9895 or by email at <u>katelyn_allen@glo.texas.gov</u>.

Best regards.

Katelyn Allen Contract Specialist

GLO Legal Services Division

TEXAS GENERAL LAND OFFICE LEGAL SERVICES DIVISION – MC 158 1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873



CDBG Non-Entitlement Disaster Recovery Grant Contract GLO Contract No. 10-5127-000-5108 – Round 1 Funding Amendment No. 4

STATE OF TEXAS

\$
COUNTY OF TRAVIS

\$

The TEXAS GENERAL LAND OFFICE, ("GLO") and the COUNTY OF TYLER ("Grantee"), parties to that certain Community Development Block Grant disaster recovery contract effective May 1, 2010, and denominated GLO Contract No. 10-5127-000-5108 ("Contract") as amended, now desire to further amend the Contract.

WHEREAS, in order to utilize excess funds, the parties desire to revise the Performance Statement to add additional projects; and

WHEREAS, the parties desire to revise the Budget to reflect the transfer of funds among Budget categories; and

WHEREAS, the parties desire to revise the Implementation Schedule and extend the Contract Period to allow for successful completion of the activities hereunder contemplated; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

Now, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

- 1. SECTION 2 of the Contract, CONTRACT PERIOD, is hereby amended to reflect a termination date of July 31, 2014.
- SECTION 4 of the Contract, CONTRACT AMOUNT AND FUNDING ALLOCATION, is hereby amended to reflect a maximum contract allocation of SIX HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$688,700.00) for engineering architectural services.
- 3. EXHIBIT A-2 of the Contract, Revised Performance Statements, is hereby deleted and replaced by the Revised Performance Statement, attached hereto and incorporated herein for all purposes as Exhibit A-3.

GLO Contract No. 40-5127-000-5108 Amendment No. 4 Page 1 of 2

- 4. Exhibit B of the Contract, Budget, is hereby deleted and replaced by the Revised Budget, attached hereto and incorporated herein for all purposes as **Exhibit B-1**.
- 5. Exhibit E of the Contract, Implementation Schedule, is hereby deleted and replaced by the Revised Implementation Schedule, attached hereto and incorporated herein for all purposes as Exhibit E-1.
- 6. This Amendment No. 4 shall be considered effective as of April 30, 2012.
- 7. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 8. Any further revisions to the Contract shall be by written agreement of the parties.

 SIGNATURE PAGE FOLLOWS

GLO Contract No. 10-5127-000-5108 Amendment No. 4 Page 2 of 2

SIGNATURE PAGE FOR AMENDMENT No. 4 TO GLO CONTRACT No. 10-5127-000-5108 ROUND I FUNDING

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk

Deputy Land Commissioner

Date of execution:

COUNTY OF TYLER

By: ACQUES L. BLANCHETTE

Title: COUNTY JUDGE

Date of execution: 7/2/12

EXHIBITS ATTACHED TO THIS AMENDMENT:

EXHIBIT A-3 - REVISED PERFORMANCE STATEMENT

EXHIBIT B-1 - REVISED BUDGET

EXHIBIT E-1 - REVISED IMPLEMENTATION SCHEDULE

EXHIBITS FOLLOW

Contract Amendment Checklist

A1101

Amendment No. 5

Contractor Locality Tyler County TxCDBG Contract Number DRS010191 / GLO 10-5127-000-5108

This contract amendment checklist must be submitted for each type of contract amendment: Budget Amendment, Performance Statement Amendment, and Contract Extension Request. (check appropriate items)

HE FOLLOWING CHANGES ARE REQUESTED FOR THE ABOVE REFERENCED CONTRACT:				
COVER LETTER (signed by chief elected official) INCLUDED				
EXTENSION PROPOSED NEW ENDING DATE: April 30, 2014				
Description of compelling or extenuating circumstances beyond the control of the Locality				
BUDGET AMENDMENT				
Submitted Contract Budget Modification Form				
Included Justification/Reason for Budget Amendment				
Line item balances have been checked and revision to budget does not cause any negative balances				
Money being moved into Administration line item does not exceed 16% limitation				
Money being moved would not decrease original application score and place project out of funding range				
PERFORMANCE STATEMENT AMENDMENT				
Submitted revised Performance Statement or Special Condition revision				
Submitted Project Map showing locations of original activities and proposed amended activities				
Additional/deleted activities will be accomplished through:				
change order ☐ bid alternate X new bid ☐ re-bid X force account				
If change order is utilized, change order request form submitted with amendment request? ☐ Yes ☐ No Explain:				
CONTRACT AMENDMENTS WITH SUBSTANTIAL CHANGES IN ACTIVITY, BENEFIT OR				
LOCATION (in addition to documents submitted for Performance Statement Amendment above, submit the				
following):				
Submitted Local Resolution of Support for the proposed amendment				
Submitted Survey Documents/Tabulation Sheet on increased/decreased beneficiaries				
☐ Revised number of beneficiaries:low/mod total beneficiaries % low/mod				
Submitted <u>Publisher's Affidavit</u> of Public Hearing Notice with copy of advertisement or <i>full page from</i> newspaper on which advertisement appeared				
Public hearing advertisement date of publication was at least 3 days prior to public hearing.				
Is a re-evaluation of the environmental assessment necessary?				
If yes, has the re-evaluation been performed and cleared?				



JACQUES L. BLANCHETTE County Judge

January 25, 2012

Mr. Gary Smith HNTB/General Land Office, Disaster Recovery Program 301 Congress, Suite 600 Austin, Texas 78701

RE: TYLER COUNTY IKE ROUND I DRS010191 / GLO 10-5127-000-5108 CONTRACT AMENDMENT 5

Dear Mr. Smith:

All of the existing projects in the above mentioned contract have been bid and awarded, resulting in unobligated funds remaining. The County requests a Performance Statement Amendment in order to utilize these unobligated funds for additional street improvements throughout the County.

The roads and bridges included in this amendment (attached) were all affected by Hurricane Ike in the same manner as those locations originally included in the application. Drainage ditches and culverts failed to function due to the debris and storm water that washed through the road side ditches and clogged road crossings. FEMA did not cover the damage to these roads because the road base damage was not immediately apparent. The letter from my office included with the original application explained this situation.

Attached please find the Performance Statement markup, cost estimate and project map for these new project locations. The County recognizes the need for environmental review for these project locations. The overall number of beneficiaries for the contract will not change, as countywide numbers are already included. In order to accommodate the time needed to process this amendment, issue work orders for the engineer and environmental service provider, conduct an environmental review and complete these road projects which are climate sensitive, the County requests a two year time extension to April 30, 2014.

These improvements will be performed by a combination of force account and contract. The cost estimate table and the Performance Statement markup indicate the method for each location. The approval of this amendment will allow for additional much needed repairs to the County road system not previously included due to budgeting.

If you have any questions concerning the County's request for this contract amendment, please contact my office or the County's grant administrator. David J. Waxman, Inc. Thank you for your attention to this matter.

Sincerely,

Sugue J.V Lanchette

County Judge

100 West Bluff Street, RM 102 Woodville, Texas 75979

judge@co.tyler.tx.us

409-283-2141 fax. 409-331-0028

AMENDMENT NO. 45

EXHIBIT A

CONTRACT NO. DRS010191

PERFORMANCE STATEMENT

County of Tyler

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Ike on September 13, 2008, the county's water facilities, fire stations, and justice center failed to function. The failure to function was due to loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to lack of a potable water supply, lack of adequate shelter, and compromised emergency services. The county is in need of adequately-sized generators that will serve as a backup power supply to operate these facilities.

Also, as a result of Hurricane Ike, several roads and bridges were damaged by standing water, flying debris, heavy vehicles during debris removal, utility repair, and relief efforts that caused the roads to fail to function as the primary access for the area. The failure of the roads and bridges to function threatens the public health, safety, and welfare of all served by the roads and bridges due to uneven roadway surfaces, structurally damaged bridges, and impeded emergency vehicle access. The county is in need of infrastructure improvements including road repair and bridge replacement to ensure roadway function.

In addition, the Senior Citizen Center failed to function as an emergency shelter. The failure to function was due to a lack of adequate kitchen facilities and a lack of shower and sleeping facilities. The failure of the shelter to function threatens the public health, safety, and welfare of all served by the facility due to a lack of adequate shelter. The county is in need of expanded shelter facilities to ensure adequate emergency shelter.

Water Facilities-1a

Grantee shall purchase and install one (1) one hundred kilowatt (100 kW) permanently-affixed, natural gasfueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the Chester Water Supply Corporation Water Plant #1 located at 141 Cade Street, in Chester, Texas. Installation of the backup generator will ensure continuous operation of the water plant and uninterrupted water service.

These activities shall benefit nine hundred twelve (912) persons, of which two hundred seventy-one (271), or twenty-nine percent (29%), are of low to moderate income.

Page 1 of 4

Street Improvements-4

Grantee shall make the following repairs and improvements to county roads at the following locations:

Location	Activity
County Road 4260 (Seneca Road) Precinct 1- From Hillister to 6.5 miles south of Woodville. Length approximately 6.5 miles.	Regrade and recompact ninety four thousand four hundred fourteen square yards (94,414 s.y.) of roadway, apply prime coat, place fifteen thousand two hundred ninety one tons (15,291 tons) of two and one half inch (2.5 in.) oil-sand surface, and perform site work associated with construction. Special sub-grade stabilization is needed using Cement Treatment in the amount of 50 tons of material over 4,722 SY of sub-grade and a re-prime of MC-30 Prime Coat in the amount of 4,722.
County Road 1205 (Tolar Road) Precinct 1- From U.S. Highway 69 to west of the Ivanhoe Area Length approximately 0.95 miles.	Prepare twelve thousand three hundred five square yards (12,305 s.y.) of roadway, place two thousand fifty two tons (2,052 tons) of four inch (4 in.) compacted limestone road surfacing material, and perform site work associated with construction.
Spring Valley Road Precinct 2- From U.S. Highway 69 to 1.8 miles north to the intersection with CR 1010. The project proceeds west from this intersection along CR 1010 for 1.0 miles. Another segment on CR 1010 commences at the intersection with CR 1020 and proceeds 0.4 miles east on County Road 1010. Length approximately 3.2 miles.	Regrade and recompact forty two thousand two hundred forty five square yards (42,245 s.y.) of roadway, apply prime coat and forty two thousand two hundred forty five square yards (42,245 s.y.) of two inch (2 in.) hot mix asphalt surface, and perform site work associated with construction. Installation of nine thousand four hundred seventy one square yards (9,741 s.y.) of crushed limestone base is located on CR 1010 between the intersection of CR 1010 and CR 1020 then proceeding west 0.7 miles.
County Road 4950/4700 (Bottom Loop Road) Precinct 4. Length approximately 3.8 miles.	Reclaim, regrade and recompact sixteen thousand nine hundred forty five square yards (16,945 SY) of roadway, scarify, regrade and recompact twenty three thousand seven hundred nineteen square yards (23,719 SY) of roadway, apply prime coat over forty thousand six hundred sixty four square yards (40,664 SY), place two and one half inches (2.5 in.) of oil sand over twenty three thousand seven hundred nineteen square yards (23,719 SY), place six inches (6 in.) of crushed limestone base over sixteen thousand nine hundred forty five square yards (16,945 SY), place two inches (2 in.) of HMAC over sixteen thousand nine hundred forty five square yards (16,945 SY) and perform site work associated with construction.
County Road 4300 – Pope Mill Road – Precinct 1 – From FM 1746 to North Nursery Road. Length approximately 34,700 l.f. and 14 feet wide	Purchase and install eight thousand seven hundred ninety (8,790) tons of crushed limestone three inches (3") thick by force account.



Characteristics and the second	The state of the s
County Road 4280 – Spring Hill Road – Precinct 1 – From CR 4260 to CR 4300 approximately 29,700 linear feet and 14 feet wide	Purchase and install four thousand seven hundred (4,700) tons of crushed limestone three inches (3") thick by force account.
County Road 2050 – Tucker – Precinct 2 Approximately 8,400 linear feet and 13 feet wide	Purchase and install one thousand eight hundred fifty (1,850) tons of crushed limestone three inches (3") thick by force account.
County Road 2670 – G. Sittig – Precinct 2 – Approximately 14,300 linear feet and 15 feet wide	Purchase and install three thousand six hundred twenty (3,620) tons of crushed limestone three inches (3") thick by force account.
County Road 2100 – Old Livingston – Precinct 2 – Approximately 6,100 linear feet and 15 feet wide	Purchase and install one thousand five hundred fifty (1,550) tons of crushed limestone three inches (3") thick by force account.
County Road 2650 – Barnes – Precinct 2 – Approximately 13,200 linear feet and 15 feet wide	Purchase and install three thousand three hundred fifty (3,350) tons of crushed limestone three inches (3") thick by force account.
County Road 2600 – Seamans – Precinct 2 – Approximately 8,700 linear feet and 15 feet wide	Purchase and install two thousand two hundred (2,200) tons of crushed limestone three inches (3") thick by force account.
County Road 1120 – McKee – Precinct 2 – Approximately 3,000 linear feet and 14 feet wide	Purchase and install seven hundred ten (710) tons of crushed limestone three inches (3") thick by force account.
County Road 4900 – Fowler – Precinct 4 – Aproximately 1.3 miles	Purchase 700 barrels of road oil to prepare and install oil sand surface by force account.
County Road 4653 – Fred Sch. – Precinct 4 – Aproximately 0.5miles	Purchase 300 barrels of road oil to prepare and install oil sand surface by force account.
County Road 4740 – Eason – Precinct 4 – Aproximately 0.4 miles	Purchase 300 barrels of road oil to prepare and install oil sand surface by force account.
County Road 4660/4625 - Precinct 4 – Aproximately 1.1 miles	Purchase 600 barrels of road oil to prepare and install oil sand surface by force account.
County Road 4772 – Yaupon – Precinct 4 – Aproximately 0.8 miles	Purchase 400 barrels of road oil to prepare and install oil sand surface by force account.
County Road 4309 – Pope Mill – Precinct 4 – Aproximately 1.0 miles	Purchase 600 barrels of road oil to prepare and install oil sand surface by force account.

Grantee shall remove the existing county timber bridges and install a new bridge structure including pilings, abutments, beams, traffic railings, slab, and roadway approach reconstruction at the following locations:

Location	Activity
Precinct 3: County Road 3625- Ebenezer Road Bridge:	Remove and reconstruct a one thousand forty
40 foot long X 24 foot wide	square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3630- Wolf Creek Bridge #1	Remove and reconstruct a one thousand forty
40 foot long X 24 foot wide	square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3630- Wolf Creek Bridge #2	Remove and reconstruct a seven hundred eighty
30 foot long X 24 foot wide	foot (780 s.f.) bridge.
Precinct 3: County Road 3725- Hopson Mill Bridge	Remove and reconstruct a one thousand forty
40 foot long X 24 foot wide	square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3725- Pamplin Road Bridge	Remove and reconstruct a one thousand five
60 foot long X 24 foot wide	hundred sixty square foot (1,560 s.f.) bridge.
Precinct 4: County Road 4375- Moss Road Bridge 40	Remove and reconstruct a one thousand forty
foot long X 24 foot wide	square foot (1,040 s.f.) bridge.
Precinct 4: County Road 4600- Pump Station Road	Remove and reconstruct a two thousand six
100 foot long X 24 foot wide	hundred square foot (2,600 s.f.) bridge.
Precinct 4: County Road 4875- Midway Road Bridge	Remove and reconstruct a one thousand five
60 foot long X 24 foot wide	hundred sixty square foot (1,560 s.f.) bridge.
Precinct 3: County Road 3725 Pamplin Road Bridge	Remove and reconstruct a one thousand five
#2 60 foot long X 26 foot wide	hundred sixty (1,560) square foot bridge.

In addition, grantee shall remove an existing timber bridge and construct a twenty-six linear foot (26 l.f.) concrete box culvert with a four-inch (4 in.) concrete seal slab and two (2) concrete wingwalls. Grantee shall scarify, shape, and compact approximately two hundred linear feet (200 l.f.) of roadway and purchase and install four hundred fifty square yards (450 s.y.) each of Hot Mix Asphalt Concrete (HMAC) base and surface, traffic railing, four (4) metal beam guard fence terminal anchors, twenty-five square yards (25 s.y.) of rock riprap, and perform site work associated with construction. Construction shall take place on County Road 4600 in Precinct 4.

Grantee shall remove existing culverts and install new tank car culvert, pipe bedding and backfill, headwalls, terminal anchors and guard railing, and perform site work associated with construction on County Road 3380 in Precinct 3.

The repairs and reconstruction will restore and ensure the function of the roads and bridges.

These activities shall benefit nine thousand three hundred nineteen (9,319) persons, of which three thousand seven hundred sixty-eight (3,768), or forty percent (40%), are of low to moderate income.

Neighborhood Facilities/ Community Centers-6

Grantee shall make renovations to the community center to enable the building to function as an emergency shelter. Grantee shall furnish a portion of the existing structure for use as a restroom and shower facility that meets ADA standards. Grantee shall improve and enlarge the kitchen, install permanent folding partitions to be used as sleeping quarters, and install perimeter fencing and gates. Construction shall take place at the



Senior Citizens Center at 201 Veterans Way in Tyler County, Texas. The improvements will provide a secure emergency shelter with shower and sleeping facilities, and adequate sanitary and food storage facilities.

These activities shall benefit nineteen thousand two hundred ninety-five (19,295) persons, of which eight thousand one hundred fifteen (8,115), or forty-two percent (42%), are of low to moderate income.

Fire Protection Facilities and Equipment-10

Grantee shall purchase and install permanently-affixed generators with manual transfer switches and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the Volunteer Fire Department (VFD) stations at the following locations:

Location	Generator Size
Fred VFD- 20707 FM 92	one (1) twenty kilowatt (20 kW) diesel-fueled
	generator
Spurger VFD- 111 County Road 4433	one (1) forty-five kilowatt (45 kW) diesel-fueled generator
Dam B VFD- 1343 FM 92	one (1) thirty kilowatt (30 kW) propane-fueled generator
Warren VFD- 221 County Road 1550	one (1) thirty kilowatt (30 kW) propane-fueled generator
Ivanhoe VFD- 611 Friar Tuck	one (1) twenty kilowatt (20 kW) propane-fueled generator
White Tail Ridge VFD- 2204 County Road 2200	one (1) twenty-five kilowatt (25 kW) propane-fueled generator
Wildwood VFD- 404 West Wildwood Drive	one (1) twenty kilowatt (20 kW) propane-fueled generator

Installation of the backup generators will ensure continuous operation of the fire station.

These activities shall benefit sixteen thousand two hundred thirty-seven (16,237) persons, of which six thousand six hundred fifteen (6,615), or forty percent (40%), are of low to moderate income.

Specially Authorized Public Facilities and Improvements-14

Grantee shall purchase and install one (1) one hundred fifty kilowatt (150 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the Tyler County Justice Center located at 702 N. Magnolia in Woodville, Texas. Installation of the backup generator will ensure continuous operation of the justice center and adequate sanitary and food storage facilities.

These activities shall benefit nineteen thousand two hundred ninety-five (19,295) persons, of which eight thousand one hundred fifteen (8,115), or forty-two percent (42%), are of low to moderate income.

Acquisition-24

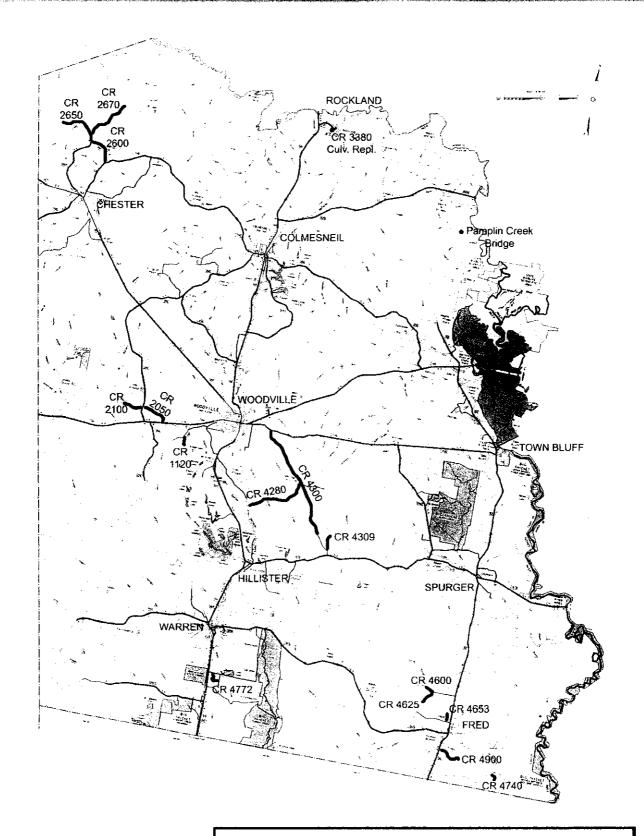
Grantee shall acquire easements as needed to accommodate the Senior Citizen Center building addition. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.





GOODWIN-LASITER, INC. TBPE Firm No. 413 ENGINEERS - ARCHITECTS SURVEYORS

1609 S. CHESTNUT ST., SUITE 202 - LUFKIN, TEXAS 75901 - (938) 837-4900 - admin@goodminksiter.com 1509 EMERALD PKWY., SUITE 101 - COLLEGE STATION, TEXAS 77845 - (979) 898-8787 - ctex@goodwinksiter.com

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	DATE	DRAWN BY:	APPVD BY:	SCALE	JOB NUMBER	_
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	Tyler Coun	ity, Texas			LI	
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TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act. #	Materials/Facilities/Services	\$ / Unit	Unit	Qty	Construction	Engineering	Acquisition	Total		
		NOTE: County Forces and Equipment	NOTE: County Forces and Equipment will be utilized to provide construction, unless noted otherwise.								
			PRECIN	CT 1							
Road Improvements	03K	Materials - 3" Thick Crushed Limestone	30.00	TN	8,790	263,700					
(CR 4300 - Pope Mill Road / From FM 1746 to North of Nursery Road 34,700		(Est.: (34,700 LF X 15' X 0.25') X 135 Lbs./CF / 2,000 = 8,790 Tons				\$ 263,700.00	\$ 10,100.00		S	273,800	
LF X 14' W)											
Road Improvements	03K	Materials - 3" Thick Crushed Limestone	30.00	TN	4,700	141,000					
(CR 4280 - Spring Hill Road / From CR 4260		(Est.: (18,600 LF X 15' X 0.25') X 135 Lbs./CF / 2,000 = 4,700 Tons				\$ 141,000.00	\$ 5,400.00		S	146,400	
to CR 4300 29,700 LF X 14' W)											
		PRECINCT 1 TOTALS				\$ 404,700.00	\$ 15,500.00		\$ 4	20,200.00	
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PAT G. OATES
68492
685/ONAL ENGINEER

Totals: S - S - S

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SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION

PHONE NUMBER: (936) 637-4900 DATE: 1/23/12

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act. #	Materials/Facilities/Services	\$ / Unit	Unit	Qty	Construction	Engineering	Acquisition	Total	
			PRECIN	CT 2						
Street Improvements	03K	CR 2050 (8,400 LF X 13'W)								
CR 2050 (Tucker) CR		Materials for Const 3" Crushed Limestone	30.00	TN	1,850	55,500	-			
2670 (G. Sittig) CR										
2100 (Old. Liv.) CR	03K	CR 2670 (14,300 LF X 15'W)								
2650 (Barnes) CR		Materials for Const 3" Crushed Limestone	30.00	TN	3,620	108,600				
2600 (Seamans) CR										
1120 (McKee Rd.) Avg.	03K	CR 2100 (6,100 LF X 15'W)								
14' Wide		Materials for Const 3" Crushed Limestone	30.00	TN	1,550	46,500				
	0.577	CD 2650 (12 200 LD VI 17 VI							<u></u>	
ļ	03K	CR 2650 (13,200 LF X 15'W)	70.00		0.000	100.500		···		
		Materials for Const 3" Crushed Limestone	30.00	TN	3,350	100,500				
	03K	CR 2600 (8,700 LF X 15'W)		-	 					
	0011	Materials for Const 3" Crushed Limestone	30.00	TN	2,200	66,000				
	03K	CR 1120 (3,000 LF X 14'W)								
		Materials for Const 3" Crushed Limestone	30.00	TN	710	21,300				
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		PRECINCT 2 TOTALS				\$ 398,400.00	\$ 15,200.00		\$ 413,0	600.00
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PAT G. OATES

68492

**G/STEREO

SS/ONAL ENGINEER

4 Totals: S - S - S - S

Pet II. Ello

SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION PHONE NUMBER: (936) 637-4900 DATE: 1/23/12

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act. #	Materials/Facilities/Services	\$ / Unit	Unit	Qty	Construction	Engineering	Acquisition	Total	
			PRECIN	CT 3						
Street Improvements	03K	Drainage Improvements - Bridge Repl. (By Co								
Pamplin Creek Bridge		Pct. 3 / CR 3725 Pamplin / 2140-TYL-T05	190.00	SF DK	1,560	296,400				
Repl.		Proposed 60' L X 26' Wide								
		Items: Traffic Control, Removal of Existing								
		Bridge, Pilings, Abutments, Beams, Traffic				\$ 296,400.00	\$ 14,200.00		\$ 310,60	00.00
		Railing, Bridge Slab, Roadway Approach								
		Drainage Improvements - Culvert Repl. (By C	ontractor)	 				<u></u>		
CR 3380 Culvert	03K	Removal of Old Culverts	750.00	EA	1	750				
Replacement	USIX	New Tank Car for Culvert	12,500.00	EA	1	12,500				
***************************************		Pipe Bedding and Backfill Material	4,000.00	LS	1	4,000				
		Headwalls	25,000.00	LS	1	25,000				
		Terminal Anchor Section	700.00	EA	4	2,800				
		Guardrailing	40.00	LF	120	4,800		-		
		SWPPP / Dress-Up	2,500.00	LS	1	2,500				
		Roadway Repair	30.00	SY	200	6,000				
						\$ 58,350.00	\$ 7,800.00		\$ 66,15	50.00
	<u> </u>			 	<u> </u>					
		PRECINCT 3 TOTALS				\$ 354,750.00	\$ 22,000.00		\$ 376,75	50.00
		TRECINCI S TOTALS				334,730.00	J 22,000.00	I	3 370,7.	30.00
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PAT G. OATES
68492

GISTERED

for 23 Elle

Totals: \$

SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION PHONE NUMBER: (936) 637-4900 DATE: 1/23/12

Identify and explain annual projected operation and maintenance costs associated with the proposed activities. Estimated annual O & M for the items in this project are \$1,500.

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act. #	Materials/Facilities/Services	\$ / Unit	Unit	Qty	Construction	Engineering	Acquisition	Total	
			PRECIN	CT 4						
Street Improvements	03K	Material - Road Oil (CR 4900)	110.00	BBL	700	77,000				
		Material - Road Oil (CR 4653)	110.00	BBL	300	33,000				
CR 4900 (Fowler / 1.3		Material - Road Oil (CR 4740)	110.00	BBL	300	33,000				
Mi) CR		Material - Road Oil (CR 4660)	110.00	BBL	600	66,000				
4653 (Fred Sch. / 0.5		Material - Road Oil (CR 4772)	110.00	BBL	400	44,000				
Mi.) CR		Material - Road Oil (CR 4309)_	110.00	BBL	600	66,000				
4740 (Eason / 0.4 Mi.)							·· · -			
CR 4660 & 4625 (1.1						\$ 319,000.00	\$ 11,000.00		\$ 3	30,000.00
Mi.) CR										
4772 (Yaupon / 0.8 Mi.)										
CR 4309 (Pope Mill / 1				<u> </u>					<u> </u>	
Mi.)										
										
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		PRECINCT 4 TOTALS			<u> </u>	\$ 319,000.00	\$ 11,000.00		S 3	30,000.00
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PAT G. OATES
68492
68/STERE

1 (2).

Totals: \$

SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION PHONE NUMBER: (936) 637-4900 DATE: 1/23/12

1,476,850 \$

63,700 S

- S

1,540,550

Identify and explain annual projected operation and maintenance costs associated with the proposed activities. Estimated annual Q & M for the items in this project are \$2,500.

Contract Budget Change Form

A1102

Amendment No. 5 Modification No.

Grant Recipient: Tyler County DRS010191 TxCDBG Contract No. GLO 10-5127-000-5108

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget
1a. Water Facilities	\$ 76,000	\$ 76,000	(\$ 28,441)	\$ 47,559
4. Street Improvements	\$ 5,820,200	\$ 5,820,200	\$ 164,032	\$ 5,984,232
6. Neighborhood Facilities/Community	\$ 280,234	\$ 280,234	\$ 30,000	\$ 310,234
10. Fire Protection Facilities/Equipment	\$ 280,600	\$ 280,600	(\$ 75,030)	\$ 205,570
14. Special Authorized Public Facilities	\$ 153,000	\$ 153,000	(\$ 79,261)	\$ 73,739
24. Acquisition	\$ 75,000	\$ 75,000	(\$75,000)	\$0
30. Engineering	\$ 625,000	\$ 625,000	\$ 63,700	\$ 688,700
33. Planning/Project Delivery	\$ 414,090	\$ 414,090		\$ 414,090
Total	\$ 7,724,124	\$ 7,724,124	\$0	\$ 7,724,124

In accordance with Section 16(D) of all TxCDBG Contracts, the above-mentioned Grant Recipient certifies that this request, as identified in the Budget (Exhibit B), meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories is less than or equal to ten percent (10%) of the total amount of the contract as specified in Section 4(C) of the contract (or 5% of the total amount of a Texas Capital Fund contract as specified in Section 16(D) of the TCF contract).
- The transfer will not change the scope or objective of the project(s) funded through the TxCDBG contract.

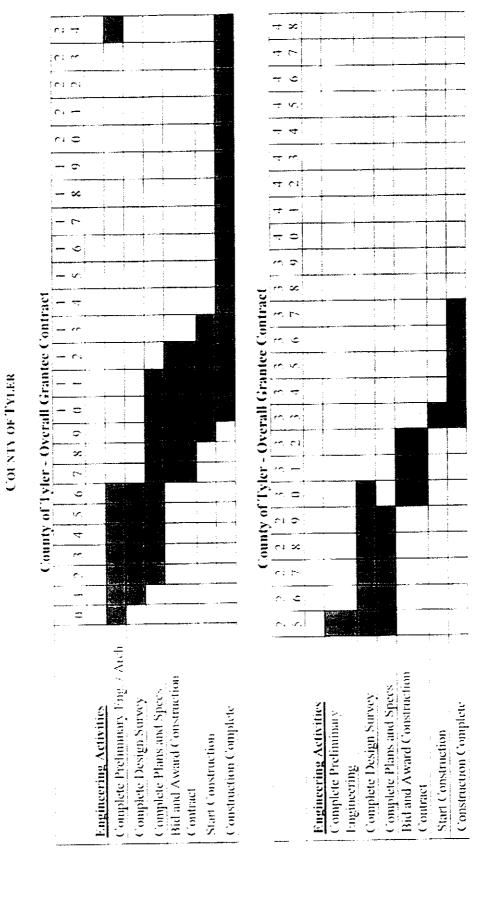
The transfer of funds is needed for the following reasons:

REASON: This budget amendment moves unobligated funds into Street Improvements and Neighborhood Facilities in order to cover the costs of new projects included in Amendment 5 and the existing shelter project. Funds are also moved into Engineering in order to increase the work order for the engineer as necessary for new projects.

Date:	Signed:	
	Chief Elected Official	

REVISED IMPLEMENTATION SCHEDULE COUNTY OF TYLER

I viibit E-1 GLO Contract No. 10-5127-000-5108 Amendment No. 4 Page 1 of 5



heibit E-1 GLO Comract No. 19-5127-099-5198 Amenament No. 4 Page 2 of 5

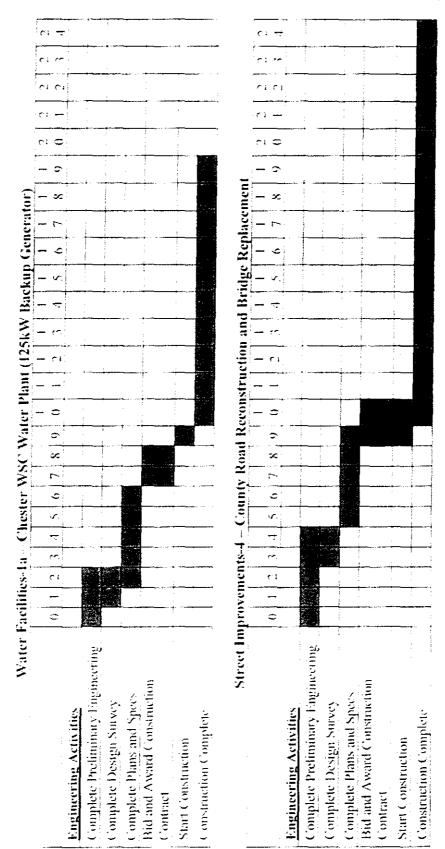


Exhibit 1-1 GLO Contract No. 10-5127-006-5108 Amendment No. 4 Page 3 of 5

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Exhibit E-1 GLO Contract No. 10-5127-300-5108 Amendment No. 4 Page 4 of 5

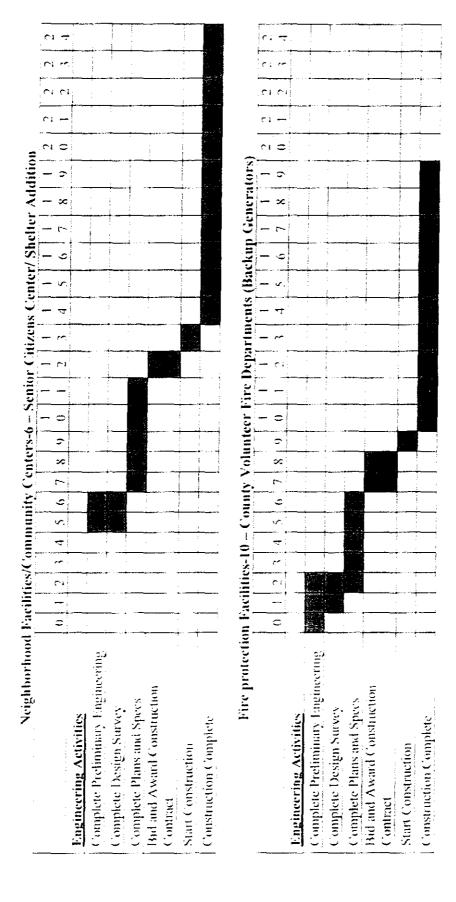


Exhibit E-1 GLO Contract No. 10-5127-000-5108 Amendment No. 4 Page 5 of 5

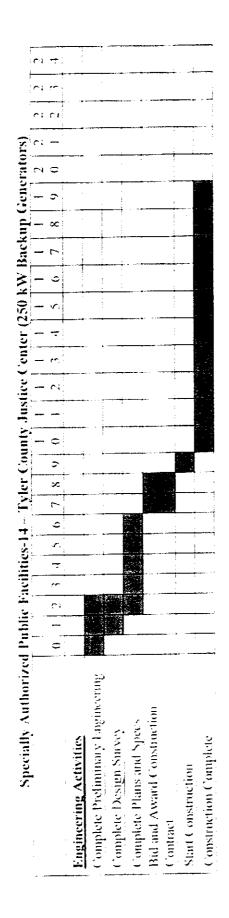


Exhibit B-1 GLO Contract No. 10-5127-000-5108 Amendment No. 4 Page 1 of 1

REVISED BUDGET COUNTY OF TYLER

LINE	CATEGORIES	C	ONTRACT <u>FUNDS</u>	OTHER FUNDS		TOTAL
la.	Water Facilities	\$	47.559 \$		S	47.559
4.	Street Improvements	S	5,984,232 \$		\$	5.984.232
6.	Neighborhood Facilities Community Centers	S	310.234 S		\$	310,234
10.	Fire Protection Facilities and Equipment	\$	205.570 \$		\$	205.570
14.	Specially Authorized Public Facilities and Improvements	S	73,739 \$		\$	73,739
30.	Engineering Architectural Serv. (Total for all construction accounts)	5	688.700 \$		S	688,700
33.	Planning Project Delivery	\$	414,090 \$		S	414,090
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Certificate of Appointment For a Local Health Authority

I, Jacques L. Blanchette, acting in the capacity as a
(Check the appropriate designation below)Non-physician and the Local Health Department DirectorMayor or Designeex County Judge or DesigneeChairperson of the Public Health District
do hereby certify the physician, R. E. "Bob" Swearingen, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Tyler County, Texas
Date term of office begins May 17, 2013
Date term of office ends May 17, 2013, unless removed by lay.
The Local Health Authority has been appointed and approved by the:
(Check the appropriate designation below)
Director,
City Council for the City of
_x_Commissioners Court for Tyler County
Board of Health for thePublic Health District
I certify to the above information on this the 17th day of May, 2013.
Signature of annointing official



OATH OF OFFICE

State of Texas

I, <u>Robert Eugene Swearingen</u>, <u>M.D.</u>, do solemnly swear (or affirm) that I will faithfully execute the duties of <u>Local Health Authority of the State of Texas</u>, and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant's Signature

1501 S. Magnolia St. Apt. 313, Woodville, TX 75979 Mailing address

(409)-283-3999 (Area Code) Phone Number

SWORN TO and subscribed before me by affiant on this _____ day of ______, 20____

Signature of Person Authorized to Administer Oaths/Affidavits

Outils/Affiday

seal

Jacques L. Blanchette
Printed Name

Tyler County Judge
Title



THE STATE OF TEXAS Statement of Elected / Appointed Officer

I, <u>Robert Eugene "Bob" Swearingen</u>, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of values, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

	Affiant's Signature	_
	Robert Eugene "Bob" Swearingen, M.D. Printed Name	
	Local Health Authority in the State of Texas Position to Which Elected/Appointed	
	Tyler County	
	City and/or County	
SWORN TO and subscri	City and/or County ibed before me by affiant on this day of	20
SWORN TO and subscri	•	20

Revised by the DSHS Division for Regional and Local Health Services, September 2006



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday
May 17, 2013
8:30 AM

MARTIN NASH Commissioner, Pct. 1 RUSTY HUGHES Commissioner, Pct. 2 JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL Commissioner, Pct. 3 JACK WALSTON Commissioner, Pct. 4

NOTICE Is hereby given that a *Regular Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed:

Agenda

"When you're more concerned about being politically correct, you compromise your responsibility to do the right thing."

> CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation c/o M. Nash
- Pledge to the Texas Flag: c/o M. Nash

I. CONSIDER/APPROVE:

- A. Commissioners Court minutes from previous meeting(s) D. Gregory
- B. Paying County bills Jackie Skinner, Auditor
- C. Line item transfers / budget amendments J. Skinner
- D. Amend Policy on Holiday pay for Sheriff's Department J. Skinner
- **E.** Proclamation: Declaring May 2013 as Elder Abuse Awareness Month Jennifer Page, Adult Protective Services
- F. Proclamation: Declaring May 2013 as Motorcycle Safety and Awareness Month Sash Hilliard, Southeast Texas Motorcycle Club
 - G. Interlocal Cooperation Agreement/Jail Services San Jacinto County Bryan, Weatherford, Sheriff
- → H. Findings and Recommendations of the Fair Housing Activity Statement-Texas (FHAST) Work Group from their meeting February 25, 2013 and the public hearing held May 2, 2013 M. Marshall
 - I. Resolution approving the amended FHAST Action Plan as part of the Tyler County Community Development Block Grant Program – M. Marshall
 - J. Sell County Airport Hangar #5 to Bertrand & Cleo Jaton in the amount of \$27,000.00, plus any other cost incurred during transaction M. Marshall
 - K. Authorize Tyler County Judge to be the Signatory of the Airport Hangar Sale, with the approval of Legal Counsel M. Marshall
 - L. Correction for Contract Award for bids received for GLO IKE 1 Disaster Recovery Project #6 Road Materials, DRS 010191/GLO #10-5127-000-5108 R. Hughes
 - M. Reappoint Dr. Robert Eugene "Bob" Swearingen as Local Health Authority for Tyler County -J. Blanchette

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

>ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on

_2013 Time

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

Rv.

(Deputy

TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday May 17, 2013 8:30 AM

MARTIN NASH Commissioner, Pct. 1

RUSTY HUGHES Commissioner, Pct. 2 JACQUES L. BLANCHETTE County Judge

MIKE MARSHALL Commissioner, Pct. 3

JACK WALSTON Commissioner, Pct. 4

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Invocation c/o M. Nash

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A. Commissioners Court minutes from previous meeting(s) - D. Gregory Motion By B. on approximating previous.
Motion App. By RH MM and Approved

B. Paying County bills - Jackie Skinner, Auditor

JB. moves - Jackerick MN. Mot MM and Approved.

C. Line item transfers / budget amendments - J. Skinner

Jim Zae! 54.14 on Motions y JB Just Mila Incl

D. Amend Policy on Holiday pay for Sheriff's Department - J. Skinner

TR MOVER. JS- speaks that con the Holder pay can policy.

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B. Proclamation: Declaring May 2013 as Elder Abuse Awareness Month Jennifer Page, Adult Protective

Services J. 2013: dec. Who are elderly destrus / Convictions, Monthers

John March 1 1. Ma

Well F. Proclamation: Declaring May 2013 as Motorcycle Safety and Awareness Month – Sash Hilliard, Southeast

JB-south concerno on this issu to

motion mondby MN. Mmouris, approved.

high list to have in that fortiles
G. Interlocal Cooperation Agreement/Jail Services San Jacinto County - Bryan, Weatherford, Sheriff
BW. Chus Dup 33, concounty was russ. No enough of the property
aday- go ahead agreement to to Approve to Mores present
G. Interlocal Cooperation Agreement/Jail Services San Jacinto County - Bryan, Weatherford, Sheriff BW. Church Oup SS, concurring Theories. No enough Spales 10 of 2500 aday- 90 alical agreement with to Approve to house presence - Approved by 4 Modiews 15 hd JW 15 Mm 2nd all Shungoods
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B. down Known and Anuds to be. JB Conjours mm to JW2ng 'mm"
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JB No action -
- Warren
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Materials, DRS 010191/GLO #10-5127-000-5108 - R. Hughes
The Stade has not complete.
Wid Materials of a Country Coans rescent bidtil
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M. Donnoint Dr. Pohert Fugene "Rob" Sweepingen as Local Health Authority for Tyler County J. Planchatte
JB- Obscussion by all on awar and RH. Motion to approx by MM 2helpy RH. all in favor SAYI by all.
motion to asma by MM 2hely RH.
MALDI SAUI BIAU.
W III

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

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Executed on

2013 Time 8.50%

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

Mett by MV. Appured by MM

I'm not good @ this -May 17, 13 Open @ prayer: Querum Present Thank God for the little Reproser-E. Jennfor Dage all dety to reach out to Mose whe are in need. Motion to App. JB- JW monton 2nd MN-question- Sex reglect, adalt protect Dervice investing beherete they are able to take our DP thereals both Can feed therealt. Then Hey take over. DB-Moses - allu Pavoi - all approvad. to leading together Africa to Africa DA. Josephine. DA. a thoughton SB to DA 4 SS OU Communication. A 2500 bed cost. anvironmentally - Roley-Severingin 3 chares Cow bid Amend award hold constant of Startel get dw. Julian ly Recommilator fra Cost more, seems tobe, Doesnote agrees Amond of the ceron & adding the continuous or continuous o Out Verment Pelex ouevois. Motion by 16. Met. Mr. - MN - Thel