

TYLER COUNTY COMMISSIONERS COURT
 Regular Meeting
 September 22, 2016 – 8:30 am

THE STATE OF TEXAS
 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 BLANCHETTE	COUNTY JUDGE, PRESIDING
MARTIN NASH	COMMISSIONER, PCT 1
RUSTY HUGHES	COMMISSIONER, PCT 2
MIKE MARSHALL	COMMISSIONER, PCT 3
JACK WALSTON	COMMISSIONER, PCT 4
DONECE GREGORY	COUNTY CLERK, Ex Officio

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

JACKIE SKINNER	COUNTY AUDITOR
SUE SAUNDERS	COUNTY TREASURER
CHYRL POUNDS	DISTRICT CLERK
TRISH FORD	JUSTICE OF PEACE, PCT. #1
JIM MOORE	JUSTICE OF PEACE, PCT. #4
BRYAN WEATERFORD	SHERIFF
LYNNETTE CRUSE	TAX ASSESSOR/COLLECTOR
TERRY ALLEN	JUVENILE PROBATION OFFICER

After calling the meeting to order, Judge Blanchette invited anyone offended by the customary prayer to step out in the hall and return after the conclusion of the prayer. The invocation was delivered by Scott Mitchell, pastor of Warren Church of Christ, Commissioner Nash led the Pledge of Allegiance to the Texas Flag.

Commissioner Walston motioned to accept the minutes of September 12th. The motion was seconded by Commissioner Marshall. All voted yes and none no.

A motion was made by **Commissioner Hughes** to approve the **budget amendments/line item transfers**, for **Road & Bridge Precincts #2 & #3** as presented. The budget amendments are for the 2015 budget to be in compliance with the outside audit. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** to approve the paying the **bills**. **Commissioner Hughes** seconded the motion. All voted yes none no. SEE ATTACHED

Commissioner Marshall motioned to adopt the resolution supporting **Violence Against Women Special Prosecutor Grant #2308207**. **Commissioner Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED RESOLUTION

Commissioner Hughes motioned to approve the **Inter-local Agreement** with the **City of Ivanhoe** for **emergency dispatch services** and **housing inmates**. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

Commissioner Walston made the motion to appoint the **rating committee for the 2017-2018 CDBG Funding Cycle**: Commissioner Nash, Sue Shaw and Joe Blackshear. **Commissioner Nash** seconded the motion. All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to request proposals for **administrative services** for grants. He explained the “rules have changed” so that now this procedure is done before rather than after receiving a grant. All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston** to request proposals for **statements of qualifications for procurement of engineering services** for grants. All voted yes and none no.

Commissioner Marshall motioned to renew the annual software maintenance with **NetData**, as presented by the County Auditor. **Commissioner Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** to open the bids for **2016 dump truck for Precinct #3**. **Commissioner Hughes** seconded the motion. All voted yes and none no. Only one bid was received- Performance Trucks

A motion was made by **Commissioner Nash** to award the bid for **2016 dump truck for Precinct #3**, conditioned upon the acceptable possible trade-in by Commissioner Marshall, to Performance Trucks. The motion was seconded by **Commissioner Hughes**. All voted yes and none no. SEE ATTACHED

Commissioner Marshall motioned to approve the Payment Processing Agreement with **Forte Payment Systems, Inc** as a credit card service provider for the **tax office**. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to **transfer the title** of a 2007 Crown Victoria, vin# 2FAFP71W37X115159, from Tyler County to the **City of Ivanhoe**. **Commissioner Hughes** seconded the motion. All voted yes and none no.

Darla Dear was not available to present the 2015 Annual Audit by Belt, Harris & Pechacek.

Representatives from AT&T Telephone and Internet Services were not present.

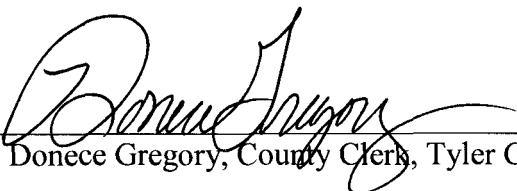
Executive session was not held.

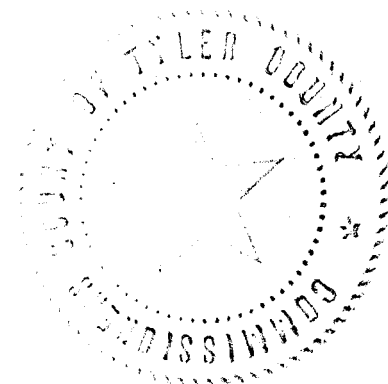
A motion was made by Commissioner Nash and seconded by Commissioner Marshall that the meeting adjourn. All voted yes and none no.

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 the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on September 22, 2016.

Witness my hand and seal of office on this 3rd day of October, 2016.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas



Corrected

LINE ITEM TRANSFER-BUDGET AMENDMENT

Road & Bridge, Pct. III

Date: 09/12/16

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM NUM</u>	<u>LINE ITEM</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE</u>
023-30000	Beginning Balance	110,931.93	126,931.93 <i>270,931.93</i>	(160,000.00)
023-000-42160	Road Material	150,000.00	310,000.00	160,000.00
023-000-44100	Principle Lease Payment	0.00	56,807.56	56,807.56
023-000-44200	Interest of Lease Payment	0.00	1,336.31	1,336.31
023-000-43200	Purchase of Equipment	81,374.74	23,230.87	(58,143.87)

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

James H. Marshall
Approved Commissioners Court

Mike Marshall
Mike Marshall, Pct. III

Dennis Dwyer
Attest County Clerk

Corrected

LINE ITEM TRANSFER-BUDGET AMENDMENT

Road & Bridge, Pct. II


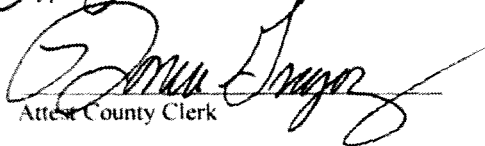
Date: 09/12/16

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM NUM</u>	<u>LINE ITEM</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>
022-30000	Beginning Balance	57649.81	120949.81	(63,000.00)
022-000-42160	Road Material	98,593.21	138,594.00	40,000.79
022-000-42425	Machinery Maintenance	50,270.00	71,369.00	21,099.00
022-000-43200	Purchase of Equipment	61,337.35	27,999.35	(33,453.16)
022-000-44100	Principle on Lease Purchase	0.00	6,722.00	6,722.00
022-000-44200	Interest on Lease Purchase	0.00	6,137.00 3,279.00	6,137.00 3,279.00
022-000-42150	Uniforms	1,138.00	2,138.00	1,000.00
022-000-42659	Travel & Education	2,000.00	4,000.00	2,000.00
022-000-42426	Vegetation Control	0.00	10,000.00	10,000.00
022-000-42401	Tires, Tubes	12,000.00	17,000.00	5,000.00

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


 Approved Commissioners Court

 Attest County Clerk


 James T. "Rusty" Hughes, Pct. II



TYLER COUNTY AUDITOR

Jackie Skinner

100 W. Bluff Room 110 Woodville, Texas 75979
409.283.3652 fax: 409.283.8305 jakinner.aud@co.tyler.tx.us

September 19, 2016

Proposed budget amendments for Commissioner's Court on September 22, 2016 for FY 2015.

General Fund

Revenue

Intergovernmental 814.00

Expenditures

County Treasurer 29,915
County Clerk 14,460
Maintenance 8,321
Justice of Peace 3,429
Tax A/C 14,546
Capital Outlay 149,522
Transfers (in) 1,045,702
Transfers (out) 96,945

General Road & Bridge (County Special)

Revenue

Auto Registration 11,403
Other Fees 6,805
Transfers (out) 67,266

Road & Bridge, Pct. I

Revenue

Other fees 56,961

Expenditures

Capital Outlay 48,346
Interest Charges 2,838

Road & Bridge, Pct. II

Expenditures

Capital Outlay 191,592

Road & Bridge, Pct. III

Expenditures

Capital Outlay 56,807

Law Library

Revenue

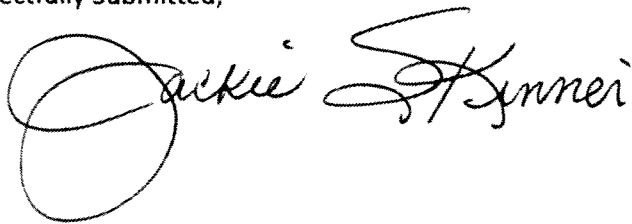
Other fees 970

Investments 100

Expenditures

Administration 12,573

Respectfully Submitted,

A handwritten signature in black ink, reading "Jackie Stinner". The signature is written in a cursive style with a large, looping initial "J".



Accounts Payable and Monthly Allowance

August 23 – Sept. 12, 2016



Tyler County, TX

Check Register

By Fund

Payable Dates 08/22/2016 - 09/12/2016

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 010 - GENERAL FUND							
METLIFE INSURANCE	121590	08/22/2016	GENERAL FUND ACCOUNTS	010-401-40150		08/22/2016	1,655.63
TAC HEALTH BENEFITS POOL	121591	08/23/2016	TAC - HEBP CREDIT FOR FREE	010-21310		08/23/2016	-476.80
TAC HEALTH BENEFITS POOL	121591	08/23/2016	TAC - HEBP INSURANCE	010-21310		08/23/2016	2,171.52
CYPHER COMPUTERS	121605	08/26/2016	INV.#0001982/COUNTY OFFI	010-440-42101		08/26/2016	19.99
CYPHER COMPUTERS	121605	08/26/2016	INV.#0001982/COUNTY OFFI	010-440-42353		08/26/2016	480.00
SERVICE BY SCOTT	121619	08/26/2016	INV.#011110/REMODEL JUP	010-401-42178		08/26/2016	1,956.55
ANALICIA'S ATTIC	121597	08/26/2016	INV.#055/COJUD	010-442-42412		08/26/2016	120.00
OPEN ARMS COUNSELING SE	121613	08/26/2016	INV.#100/CDA	010-419-42222		08/26/2016	220.00
AREA MEDICAL SUPPLIES	121598	08/26/2016	12127/TCSO	010-401-42231		08/26/2016	187.12
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	010-401-42500		08/26/2016	61.14
BYTHEWOOD LEGAL SERVICE	121600	08/26/2016	CPS/23,760	010-408-42637		08/26/2016	253.75
STORY-WRIGHT PRINTING &	121621	08/26/2016	103363/TCSO	010-440-42101		08/26/2016	343.98
STORY-WRIGHT PRINTING &	121621	08/26/2016	104307/COAUD	010-440-42101		08/26/2016	109.99
STORY-WRIGHT PRINTING &	121621	08/26/2016	104307/COAUD	010-422-42100		08/26/2016	9.18
STORY-WRIGHT PRINTING &	121621	08/26/2016	104307/COAUD	010-440-42101		08/26/2016	233.90
TANTZEN, JAY ATTORNEY AT	121625	08/26/2016	CPS/23,790	010-408-42637		08/26/2016	312.31
TANTZEN, JAY ATTORNEY AT	121625	08/26/2016	CPS/23,875	010-408-42637		08/26/2016	624.62
WHISENHANT, LINDSEY, ATTY	121635	08/26/2016	CPS/24,030	010-408-42637		08/26/2016	525.00
DOWDY, CAROL ANNE	121607	08/26/2016	REIMB./UNIFORMS FOR CAR	010-422-42100		08/26/2016	294.95
IHS PHARMACY	121609	08/26/2016	TD99999999/TCSO	010-401-42231		08/26/2016	787.31
TEXAS DEPARTMENT OF LICE	121626	08/26/2016	ELEVATOR INSPECTION/#290	010-442-42412		08/26/2016	20.00
PITNEY BOWES GLOBAL FINA	121615	08/26/2016	0012179042/TCSO	010-440-42677		08/26/2016	354.00
WHELAN, ROBERT WILLIAM	121634	08/26/2016	INV.#339371/REMODEL	010-401-42178		08/26/2016	600.00
SYSTEM ACCESS	121624	08/26/2016	INV.#375/TCSO	010-440-42353		08/26/2016	60.00
SYSTEM ACCESS	121624	08/26/2016	INV.#376/TCSO	010-440-42353		08/26/2016	1,500.00
SYSTEM ACCESS	121624	08/26/2016	INV.#376E/TCSO	010-440-42101		08/26/2016	71.99
PITNEY BOWES - PURCHASE	121614	08/26/2016	8000-9090-0951-4188/TC C	010-401-42111		08/26/2016	19.99
ALL POINTS ENVIROMENTAL	121595	08/26/2016	JOB#B081816005/TREAS.	010-442-42412		08/26/2016	1,800.00
WYFL-WOODVILLE YOUTH F	121636	08/26/2016	INV.#5953/WYFL EQUIP.	010-401-42204		08/26/2016	2,000.00
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-401-42111		08/26/2016	64.19
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-419-42659		08/26/2016	816.48
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-421-42189		08/26/2016	481.98
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-422-42659		08/26/2016	131.60
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-423-42659		08/26/2016	1,040.55
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-426-42150		08/26/2016	280.22
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-426-42182		08/26/2016	533.67
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-426-42400		08/26/2016	162.78

Check Register

Payable Dates: 08/22/2016 - 09/12/2016

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	010-430-42100		08/26/2016	9.73
TXTAG	121629	08/26/2016	323028689/TCSO	010-426-42182		08/26/2016	48.03
TEXAS DEPARTMENT OF LICE	121627	08/26/2016	ELEVATOR INSPECTION/#713	010-442-42412		08/26/2016	20.00
ODOM, MAEGAN	121612	08/26/2016	MILEAGE/TEXAS A&M AG. SE	010-439-42224		08/26/2016	137.70
SAUNDERS, JACQUELINE SUE	121618	08/26/2016	MILEAGE/TAC LEGIS. CONF. 2	010-423-42659		08/26/2016	274.32
NACOGDOCHES SHEET META	121611	08/26/2016	TYLERCO/TC COMPLEX	010-453-43151		08/26/2016	218.62
WALMART COMMUNITY/GE	121632	08/26/2016	0428/CDA	010-419-42100		08/26/2016	49.88
WALMART COMMUNITY/GE	121632	08/26/2016	0824/JUPRO	010-440-42101		08/26/2016	167.88
WALMART COMMUNITY/GE	121632	08/26/2016	6915/COJUD	010-442-42412		08/26/2016	162.95
A T & T PHONES - ATLANTA,	121594	08/26/2016	8011/JP. 2	010-412-42500		08/26/2016	82.25
STEWART, GREGORY D.	121620	08/26/2016	INV.#951051/REMODEL	010-401-42178		08/26/2016	2,500.00
VERIZON WIRELESS	121631	08/26/2016	3400-00001/TCSO	010-426-42500		08/26/2016	798.11
CRUSE, LYNNETTE/TYLER CO	121604	08/26/2016	SUIT NO.B-2979	010-401-31020		08/26/2016	5,792.44
WEATHERFORD, BRYAN/TYLE	121633	08/26/2016	SUIT NO.B-2979	010-401-31020		08/26/2016	45.70
LINEBARGER GOGGAN BLAIR	121610	08/26/2016	SUIT NO.B-2979	010-401-31020		08/26/2016	185.00
POUNDS, CHRYL/REGISTRY P	121616	08/26/2016	SUIT NO.B-2979	010-401-31020		08/26/2016	1,528.86
POUNDS, CHYRL/DISTRICT CL	121617	08/26/2016	SUIT NO.B-2979	010-401-31020		08/26/2016	448.00
SYSTEM ACCESS	121624	08/26/2016	INV.#C160/TCSO	010-426-42182		08/26/2016	50.00
CDCAT TREASURER	121603	08/26/2016	ASSOC. DUES/COCLK	010-402-42100		08/26/2016	125.00
BANKNOTE CORPORATION O	121599	08/26/2016	153/COCLK	010-402-42100		08/26/2016	827.00
TEXAS DEPT. PARKS & WILDLI	121628	08/26/2016	T90039/MEANS, ARTHUR .	010-401-48000		08/26/2016	57.80
ALLEN, TERRY	121643	08/31/2016	REIMB./FURNITURE FOR OFF	010-453-43210		08/31/2016	1,015.76
NATIONWIDE RETIREMENT S	121641	09/01/2016	Deferred Comp	010-21300		09/01/2016	50.00
TYLER COUNTY TAX ASSESSO	121642	09/01/2016	TYLER COUNTY DELINQUENT	010-21300		09/01/2016	81.01
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	010-21300		09/01/2016	15,069.06
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	010-21300		09/01/2016	12,234.48
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	010-21300		09/01/2016	3,524.20
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	010-29999		08/31/2016	90,186.98
OFFICE OF THE A.G. CHILD S	DFT0001568	09/01/2016	CS	010-21300		09/01/2016	179.59
OFFICE OF THE A.G. CHILD S	DFT0001569	09/01/2016	CS	010-21300		09/01/2016	198.12
OFFICE OF THE A.G. CHILD S	DFT0001570	09/01/2016	CS	010-21300		09/01/2016	163.04
TYLER COUNTY PAYROLL	121652	09/01/2016	FICA	010-21300		09/01/2016	60.76
TYLER COUNTY PAYROLL	121652	09/01/2016	Federal Withholding	010-21300		09/01/2016	25.77
TYLER COUNTY PAYROLL	121652	09/01/2016	Medicare	010-21300		09/01/2016	14.20
CYPHER COMPUTERS	121661	09/02/2016	INV. #0001985/COUNTY OFFI	010-440-42353		09/02/2016	840.00
CARE PLUS HOME HEALTH	121659	09/02/2016	INV. #008966IS/TCSO	010-401-42231		09/02/2016	1,475.00
A-1 WRECKER & STORAGE SE	121653	09/02/2016	INV. #027878/TCSO	010-426-42182		09/02/2016	75.00
A-1 WRECKER & STORAGE SE	121653	09/02/2016	INV. #028776/TCSO	010-426-42182		09/02/2016	65.00
ANALICIA'S ATTIC	121656	09/02/2016	INV. #056/COJUD	010-442-42412		09/02/2016	100.00
TEXAS PRISONER TRANSPOR	121686	09/02/2016	TRANSPORT & DELIVERY/NO	010-426-42217		09/02/2016	963.55
WHELAN, ROBERT WILLIAM	121688	09/02/2016	INV. #339372/REMODEL	010-401-42178		09/02/2016	600.00
SYSTEM ACCESS	121681	09/02/2016	INV. #377/TCSO	010-440-42353		09/02/2016	360.00
SYSTEM ACCESS	121681	09/02/2016	INV. #378/TCSO	010-440-42353		09/02/2016	360.00
TDCAA NOW TRUST FUND	121682	09/02/2016	INV. #43042/JP. 1	010-411-42100		09/02/2016	82.77

Check Register

Payable Dates: 08/22/2016 - 09/12/2016

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FERTITTA, CINDY	121664	09/02/2016	8 HOURS 8-29-16/JUPRO	010-401-40050		09/02/2016	96.00
CREWS, RENEE'	121660	09/02/2016	TRAVEL EXP./CAPITAL MURD	010-401-42628		09/02/2016	778.64
RILEY, TERRY	121679	09/02/2016	TRAVEL EXP./CAPITAL MURD	010-401-42628		09/02/2016	778.64
STEPHENSON, SHELLY CSR	121680	09/02/2016	TRAVEL EXP./CAPITAL MURD	010-401-42628		09/02/2016	639.32
GIBBS-WALKER, DELINDA	121665	09/02/2016	TRAVEL EXP./CAPITAL MURD	010-401-42628		09/02/2016	780.00
LOWES BUSINESS ACCT/GEC	121672	09/02/2016	82130441862007/REMODEL	010-401-42178		09/02/2016	70.31
WALMART COMMUNITY/GE	121687	09/02/2016	7809/TCSO	010-426-42100		09/02/2016	75.09
WALMART COMMUNITY/GE	121687	09/02/2016	7809/TCSO	010-426-42182		09/02/2016	287.96
WALMART COMMUNITY/GE	121687	09/02/2016	7809/TCSO	010-427-42108		09/02/2016	207.16
WALMART COMMUNITY/GE	121687	09/02/2016	7809/TCSO	010-427-42157		09/02/2016	112.00
ANGELINA COLLEGE REGION	121657	09/02/2016	REGIS./SEALES, B. & LAUREN	010-426-42659		09/02/2016	30.00
BROOKS, DAVID B.	121658	09/02/2016	AUGUST 2016 LEGAL CONSU	010-401-42628		09/02/2016	100.00
MEANS, ALVINA	121673	09/02/2016	SPURGER SCHOOL ELECTIOI	010-401-42158		09/02/2016	790.50
JEANS, MARY LOU	121670	09/02/2016	SPURGER SCHOOL ELECTION	010-401-42158		09/02/2016	790.50
MYERS, AMY	121675	09/02/2016	SPURGER SCHOOL ELECTION	010-401-42158		09/02/2016	50.00
HATTON, PAM	121669	09/02/2016	SPURGER SCHOOL ELECTION	010-401-42158		09/02/2016	50.00
MENDIETA-JUAREZ, ALAN X.	121674	09/02/2016	OVERPAYMENT/CASE #T8996	010-401-48000		09/02/2016	26.00
TEXAS DEPT. PARKS & WILDLI	121685	09/02/2016	T90063/BURNES, TRISTAN J.	010-401-48000		09/02/2016	155.55
NOWAK, DARLA K.	121676	09/02/2016	WARREN SCHOOL ELECTION/	010-401-42158		09/02/2016	50.00
PADDIE, MICHAEL	121677	09/02/2016	WARREN SCHOOL ELECTION/	010-401-42158		09/02/2016	50.00
TERRELL, RELINDA C.	121683	09/02/2016	WARREN SCHOOL ELECTION/	010-401-42158		09/02/2016	50.00
ANALICIA'S ATTIC	121694	09/09/2016	INV.#057/COJUD	010-442-42412		09/09/2016	120.00
STORY-WRIGHT PRINTING &	121715	09/09/2016	104983/JP.3	010-413-42100		09/09/2016	349.99
POLUNSKY UNIT CLEARHOUS	121710	09/09/2016	7 BADGES/#768945 HN	010-426-42182		09/09/2016	280.00
HART, ROXANNE	121704	09/09/2016	REIMB./POSTAGE MACHINE I	010-401-42111		09/09/2016	39.95
POUNDS, CHYRL/DISTRICT CL	121711	09/09/2016	REIMB./POSTAGE FOR#24,05	010-401-42111		09/09/2016	19.55
BELT HARRIS PECHACEK, LLP	121696	09/09/2016	INV.#2953/COAUD	010-401-42668		09/09/2016	5,402.00
HANDLER COMMUNICATION	121703	09/09/2016	INV.#30831/REMODEL	010-401-42178		09/09/2016	500.00
WHELAN, ROBERT WILLIAM	121718	09/09/2016	INV. #339373/REMODEL	010-401-42178		09/09/2016	495.00
JOBE, KELLY	121706	09/09/2016	MILEAGE/CHILD CARE CONF.	010-439-42225		09/09/2016	31.32
CRUSE, LYNNETTE/TYLER CO	121698	09/09/2016	TRAVEL EXP./TAC 2016 LEGIS.	010-420-42659		09/09/2016	1,018.39
BLANCHETTE, JACQUES JUD	121697	09/09/2016	MILEAGE/2016 TAC LEGIS.CO	010-421-42189		09/09/2016	309.35
GISCLAR, MICKEY, CSR	121700	09/09/2016	CPS CLUSTER COURT/8-31-1	010-408-42638		09/09/2016	380.00
POUNDS, CHYRL/DISTRICT CL	121711	09/09/2016	TRAVEL EXP./CAPITAL MURD	010-401-42628		09/09/2016	500.00
LARRY TREST AUTOS	121707	09/09/2016	8-9-16/TCSO	010-426-42413		09/09/2016	70.00
SHIRLEY, J.P.	121713	09/09/2016	9-6-16/REMODEL	010-401-42178		09/09/2016	845.00
GRAHAM, G.W. PHD.	121702	09/09/2016	PSYC.EVAL/TCSO	010-426-42640		09/09/2016	700.00
STEWART, GREGORY D.	121714	09/09/2016	INV.#951052/REMODEL	010-401-42178		09/09/2016	2,000.00
OFFICE OF THE BRAZOS COU	121709	09/09/2016	COV 08/16-CAPITAL MURDE	010-401-42628		09/09/2016	4,268.34
SYSTEM ACCESS	121716	09/09/2016	INV.#DA189/CDA	010-440-42353		09/09/2016	240.00
TEXAS ASSOCIATION OF COU	121717	09/09/2016	CLAIM#LE20160753-1	010-401-42628		09/09/2016	3,374.70
HERALD, TYLER J.	121705	09/09/2016	OVERPAYMENT/CASE#T1759	010-401-48000		09/09/2016	115.00
AVAYA, INC.	121722	09/12/2016	0101945445/TAX	010-420-42500		09/12/2016	60.00
NEW WAVE COMMUNICATIO	121731	09/12/2016	075039502/TCSO	010-427-42108		09/12/2016	73.70

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NEW WAVE COMMUNICATIO	121732	09/12/2016	076130302/TAX	010-440-42350		09/12/2016	129.99
CITY OF WOODVILLE	121725	09/12/2016	00001903/COCLK	010-442-42516		09/12/2016	113.67
CITY OF WOODVILLE	121725	09/12/2016	00002804/ANNEX 2	010-442-42515		09/12/2016	72.31
CITY OF WOODVILLE	121725	09/12/2016	00002592/ANNEX 2	010-442-42515		09/12/2016	70.22
CITY OF WOODVILLE	121725	09/12/2016	01024002/TAX	010-442-42517		09/12/2016	200.55
CITY OF WOODVILLE	121725	09/12/2016	05119001/JUSTICE CENTER	010-442-42511		09/12/2016	1,586.95
CITY OF WOODVILLE	121725	09/12/2016	07152001/COURTHOUSE	010-442-42515		09/12/2016	86.88
CITY OF WOODVILLE	121725	09/12/2016	07152002/CDA	010-442-42515		09/12/2016	810.88
ENTERGY	121729	09/12/2016	1727262/JUST.CTR.	010-442-42511		09/12/2016	10.20
WINDSTREAM	121748	09/12/2016	125059392/JP.3	010-413-42500		09/12/2016	69.81
ENTERGY	121729	09/12/2016	2977369/WHEAT BLDG.	010-442-42515		09/12/2016	339.86
ENTERGY	121729	09/12/2016	3146058/COCLK	010-442-42516		09/12/2016	24.32
ENTERGY	121729	09/12/2016	3468292/BEST BLDG.	010-442-42516		09/12/2016	707.70
ENTERGY	121729	09/12/2016	3738638/VENDORS	010-442-42515		09/12/2016	10.20
ENTERGY	121729	09/12/2016	4066817/TC COMPLEX	010-442-42515		09/12/2016	1,014.54
A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	010-401-42500		09/12/2016	3,627.39
ENTERGY	121729	09/12/2016	521353/TCSO	010-442-42511		09/12/2016	76.60
ENTERGY	121729	09/12/2016	521552/COURTHOUSE	010-442-42515		09/12/2016	1,430.63
ENTERGY	121729	09/12/2016	521577/JUST.CTR.	010-442-42511		09/12/2016	2,918.93
ENTERGY	121729	09/12/2016	619032/TAX	010-442-42517		09/12/2016	413.35
A T & T PHONES - CAROL STR	121721	09/12/2016	9117 INTERNET/DPS	010-440-42350		09/12/2016	68.77
NEW WAVE COMMUNICATIO	121735	09/12/2016	074616901/COAUD	010-440-42350		09/12/2016	800.00
NEW WAVE COMMUNICATIO	121734	09/12/2016	052716501/TCSO	010-427-42108		09/12/2016	125.37
NEW WAVE COMMUNICATIO	121733	09/12/2016	075255801/EOC	010-440-42350		09/12/2016	84.53
VERIZON WIRELESS	121746	09/12/2016	1963-00001/AUD, JUPRO JP	010-440-42101		09/12/2016	120.03
VERIZON WIRELESS	121746	09/12/2016	1963-00001/AUD, JUPRO JP	010-440-42677		09/12/2016	80.10
VERIZON WIRELESS	121744	09/12/2016	5066-00002/JP.2	010-412-42500		09/12/2016	75.49
VERIZON WIRELESS	121745	09/12/2016	3400-00001/TCSO	010-426-42500		09/12/2016	758.95
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	010-21320		09/01/2016	20,925.53
Fund 010 - GENERAL FUND Total:							224,994.86
Fund: 021 - ROAD & BRIDGE I							
NASH, MARTIN PCT. 1	121588	08/22/2016	MILEAGE & PER DIEM/LEADE	021-000-42659		08/22/2016	357.14
METLIFE INSURANCE	121590	08/22/2016	PCT. 1	021-000-40120		08/22/2016	124.42
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	021-000-42500		08/26/2016	1.08
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	021-000-42659		08/26/2016	275.00
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	021-000-42659		08/26/2016	140.25
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	021-000-42998		08/26/2016	43.29
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	021-21300		09/01/2016	1,283.42
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	021-21300		09/01/2016	987.73
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	021-21300		09/01/2016	300.14
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	021-29999		08/31/2016	7,904.86
SENECA WATER SUPPLY CORP	121737	09/12/2016	166/PCT.1 BARN	021-000-42510		09/12/2016	25.13
ENTERGY	121729	09/12/2016	451030/PCT.1	021-000-42510		09/12/2016	155.87

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A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	021-000-42500		09/12/2016	39.72
VERIZON WIRELESS	121742	09/12/2016	6997-00002/PCT.1	021-000-42500		09/12/2016	145.40
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	021-21320		09/01/2016	1,713.64
Fund 021 - ROAD & BRIDGE I Total:							13,497.09
Fund: 022 - ROAD & BRIDGE II							
METLIFE INSURANCE	121590	08/22/2016	PCT. 2	022-000-40120		08/22/2016	121.78
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	022-000-42500		08/26/2016	1.08
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	022-000-42425		08/26/2016	408.25
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	022-000-42659		08/26/2016	225.00
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	022-21300		09/01/2016	1,075.32
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	022-21300		09/01/2016	794.77
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	022-21300		09/01/2016	251.48
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	022-29999		08/31/2016	6,614.86
CHESTER GAS SYSTEM	121723	09/12/2016	134/PCT.2	022-000-42510		09/12/2016	20.00
CHESTER WATER SUPPLY CO	121724	09/12/2016	31/PCT.2	022-000-42510		09/12/2016	20.35
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	1833151/PCT.2 BARN	022-000-42510		09/12/2016	212.95
A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	022-000-42500		09/12/2016	39.72
EASTEX TELEPHONE COOP., I	121728	09/12/2016	70024893/PCT.2	022-000-42500		09/12/2016	39.51
VERIZON WIRELESS	121741	09/12/2016	6997-00001/PCT.2	022-000-42500		09/12/2016	47.15
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	022-21320		09/01/2016	1,541.90
Fund 022 - ROAD & BRIDGE II Total:							11,414.12
Fund: 023 - ROAD & BRIDGE III							
METLIFE INSURANCE	121590	08/22/2016	PCT. 3	023-000-40120		08/22/2016	168.50
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	023-000-42500		08/26/2016	1.07
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	023-000-42425		08/26/2016	20.00
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	023-21300		09/01/2016	1,546.40
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	023-21300		09/01/2016	812.08
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	023-21300		09/01/2016	361.68
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	023-29999		08/31/2016	9,866.70
TYLER COUNTY PAYROLL	121651	09/01/2016	PAYROLL TRANSFER TO PAYR	023-29999		09/01/2016	426.75
WALMART COMMUNITY/GE	121687	09/02/2016	1559/PCT. 3	023-000-42998		09/02/2016	17.85
A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	023-000-42500		09/12/2016	39.72
WINDSTREAM	121747	09/12/2016	125059843/PCT.3	023-000-42500		09/12/2016	55.17
ENTERGY	121729	09/12/2016	649486/PCT.3	023-000-42510		09/12/2016	178.42
VERIZON WIRELESS	121740	09/12/2016	6997-00003/PCT.3	023-000-42500		09/12/2016	142.71
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	023-21320		09/01/2016	2,157.44
Fund 023 - ROAD & BRIDGE III Total:							15,794.49
Fund: 024 - ROAD & BRIDGE IV							
METLIFE INSURANCE	121590	08/22/2016	PCT. 4	024-000-40120		08/22/2016	152.69
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	024-000-42500		08/26/2016	1.07
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	024-000-42425		08/26/2016	59.25
WALMART COMMUNITY/GE	121632	08/26/2016	1591/PCT.4	024-000-42998		08/26/2016	81.28
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	024-21300		09/01/2016	1,113.74

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TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	024-21300		09/01/2016	859.36
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	024-21300		09/01/2016	260.46
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	024-29999		08/31/2016	6,814.70
TYLER COUNTY WATER SUPP	121738	09/12/2016	00583/PCT.4 BARN	024-000-42510		09/12/2016	31.46
A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	024-000-42500		09/12/2016	39.76
ENTERGY	121729	09/12/2016	485012/PCT.4	024-000-42510		09/12/2016	53.49
A T & T PHONES - ATLANTA,	121719	09/12/2016	5312/PCT.4 BARN	024-000-42500		09/12/2016	140.80
VERIZON WIRELESS	121743	09/12/2016	5093-00001/PCT.4	024-000-42500		09/12/2016	178.17
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	024-21320		09/01/2016	1,597.72
Fund 024 - ROAD & BRIDGE IV Total:							11,383.95
Fund: 025 - TYLER CO AIRPORT							
CITY OF WOODVILLE	121725	09/12/2016	00002090/AIRPORT	025-000-42510		09/12/2016	25.00
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	2708881/AIRPORT	025-000-42510		09/12/2016	13.50
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	342683/AIRPORT	025-000-42510		09/12/2016	33.34
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	35055/AIRPORT	025-000-42510		09/12/2016	351.16
Fund 025 - TYLER CO AIRPORT Total:							423.00
Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND							
SHIRLEY, J.P.	121713	09/09/2016	9-6-16/RODEO ARENA	026-000-42410		09/09/2016	942.50
CITY OF WOODVILLE	121725	09/12/2016	00002496/RODEO ARENA	026-000-42510		09/12/2016	8.36
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	1313576/RODEO ARENA	026-000-42510		09/12/2016	24.04
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	140061/RODEO ARENA	026-000-42510		09/12/2016	34.93
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	1807510/RODEO ARENA	026-000-42510		09/12/2016	24.90
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	1807528/RODEO ARENA	026-000-42510		09/12/2016	7.80
SAM HOUSTON ELECTRIC CO	121736	09/12/2016	55988/RODEO ARENA	026-000-42510		09/12/2016	44.10
Fund 026 - TYLER CO. RODEO ARENA/FAIRGRND Total:							1,086.63
Fund: 028 - ECONOMIC DEVELOPMENT							
TYLER COUNTY CHAMBER O	121630	08/26/2016	2016 ECONOMIC DEV.FUND/	028-000-42188		08/26/2016	5,000.00
Fund 028 - ECONOMIC DEVELOPMENT Total:							5,000.00
Fund: 031 - COUNTY CLERK RMP							
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	031-21300		09/01/2016	44.64
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	031-21300		09/01/2016	10.44
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	031-29999		08/31/2016	307.26
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	031-21320		09/01/2016	64.87
Fund 031 - COUNTY CLERK RMP Total:							427.21
Fund: 037 - T C COLLECTION CENTER							
METLIFE INSURANCE	121590	08/22/2016	COLLECTION CENTER	037-000-40120		08/22/2016	44.67
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	037-21300		09/01/2016	334.06
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	037-21300		09/01/2016	302.16
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	037-21300		09/01/2016	78.12
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	037-29999		08/31/2016	2,000.37
WALMART COMMUNITY/GE	121687	09/02/2016	2157/COLL. CTR.	037-000-42425		09/02/2016	29.76
CYPRESS CREEK WATER SUPP	121726	09/12/2016	235/COLL.CTR.	037-000-42510		09/12/2016	34.19

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ENTERGY	121729	09/12/2016	5082/COLL.CTR.	037-000-42510		09/12/2016	85.99
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	037-21320		09/01/2016	477.14
						Fund 037 - T C COLLECTION CENTER Total:	3,386.46
Fund: 044 - COURTHOUSE SECURITY							
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	044-21300		09/01/2016	375.76
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	044-21300		09/01/2016	320.41
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	044-21300		09/01/2016	87.86
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	044-29999		08/31/2016	2,120.05
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	044-21320		09/01/2016	541.01
						Fund 044 - COURTHOUSE SECURITY Total:	3,445.09
Fund: 052 - ALTERNATE DISPUTE RESOLUTION							
RIMFSC	121712	09/09/2016	AUGUST 2016/COAUD	052-000-42600		09/09/2016	315.06
						Fund 052 - ALTERNATE DISPUTE RESOLUTION Total:	315.06
Fund: 053 - ADULT PROBATION							
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	053-000-42510		08/26/2016	6.14
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	053-21300		09/01/2016	980.90
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	053-21300		09/01/2016	656.64
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	053-21300		09/01/2016	229.40
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	053-29999		08/31/2016	6,167.48
GLAWSON, JAMIE	121666	08/31/2016	MILEAGE/JAIL VISIT IN JASPE	053-000-42664		08/31/2016	25.71
QUILL CORPORATION	121678	08/31/2016	C2772734/CSCD	053-000-42104		08/31/2016	117.96
QUILL CORPORATION	121678	08/31/2016	C2772734/CSCD	053-000-42104		08/31/2016	27.27
GLAWSON, JAMIE	121701	09/09/2016	MILEAGE/JAIL VISIT IN JASPE	053-000-42664		09/09/2016	25.71
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	053-21320		09/01/2016	1,238.32
						Fund 053 - ADULT PROBATION Total:	9,475.53
Fund: 054 - JUVENILE PROBATION							
METLIFE INSURANCE	121590	08/22/2016	JUVENILE PROBATION	054-455-40120		08/22/2016	119.63
ALLEN, TERRY	121596	08/26/2016	TRAVEL EXP./STRENGTH YTH	054-451-42659		08/26/2016	217.65
SVRC-TAMMY HOLLAND	121623	08/26/2016	REGIS./ALLEN,TERRY	054-451-42659		08/26/2016	50.00
SVRC-TAMMY HOLLAND	121622	08/26/2016	REGIS./SHEFFIELD,TONYA	054-451-42659		08/26/2016	300.00
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	054-451-42500		08/26/2016	4.69
CARD SERVICE CENTER/MAS	121601	08/26/2016	JULY 2016/MASTERCARD BIL	054-456-42105		08/26/2016	68.00
ALLEN, TERRY	121643	08/31/2016	REIMB./FURNITURE FOR OFF	054-451-42100		08/31/2016	259.98
SHEFFIELD, TONYA	121644	08/31/2016	REIMB./OFFICE SUPPLIES	054-451-42100		08/31/2016	1,487.27
PREVENTION AND TREATME	121647	08/31/2016	INV. #10362/JUPRO	054-451-42100		08/31/2016	460.00
STORY-WRIGHT PRINTING &	121649	08/31/2016	105836/JUPRO	054-451-42100		08/31/2016	87.49
SHEFFIELD, TONYA	121648	08/31/2016	REIMB./OFFICE SUPPLIES	054-451-42100		08/31/2016	90.80
OFFICE DEPOT	121645	08/31/2016	62262633/JUPRO	054-451-42100		08/31/2016	1,655.99
SHEFFIELD, TONYA	121648	08/31/2016	AUG. 2016 MILEAGE/JUPRO	054-438-42666		08/31/2016	84.78
WALMART COMMUNITY/GE	121650	08/31/2016	0824/JUPRO	054-451-42100		08/31/2016	1,354.23
OFFICE DEPOT	121646	08/31/2016	62262633/JUPRO	054-451-42100		08/31/2016	69.53
NATIONWIDE RETIREMENT S	121641	09/01/2016	Deferred Comp	054-21300		09/01/2016	70.30

Check Register

Payable Dates: 08/22/2016 - 09/12/2016

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	054-21300		09/01/2016	729.16
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	054-21300		09/01/2016	680.32
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	054-21300		09/01/2016	170.54
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	054-29999		08/31/2016	4,208.72
D.SCOTT HUGHES MA LCDC	121662	09/02/2016	INV. #0000089/SUMMER YT	054-456-42105		09/02/2016	120.00
D.SCOTT HUGHES MA LCDC	121663	09/02/2016	INV. #0000091/JUPRO	054-451-42348		09/02/2016	700.00
ALLEN, TERRY	121654	09/02/2016	TRAVEL EXP./TX. COMM. SRV	054-451-42659		09/02/2016	589.05
TEXAS COMMUNITY SERVICE	121684	09/02/2016	REGIS./ALLEN, TERRY	054-451-42659		09/02/2016	125.00
HARRIS, KATHY	121668	09/02/2016	TRAVEL EXP./TAC REGION PO	054-451-42659		09/02/2016	169.75
ALLEN, TERRY	121655	09/02/2016	TRAVEL EXP./TAC REGION PO	054-451-42659		09/02/2016	169.75
FREESE, ANTHONY	121699	09/09/2016	RESTITUTION/JUPRO	054-457-42907		09/09/2016	550.00
ANGELINA COUNTY, TEXAS	121695	09/09/2016	INV.#16-08-9906276&16-08-	054-457-42908		09/09/2016	1,200.00
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	054-21320		09/01/2016	1,014.87
Fund 054 - JUVENILE PROBATION Total:							16,807.50
Fund: 073 - JUSTICE COURT TECHNOLOGY FUND							
VERIZON WIRELESS	121739	09/12/2016	2033-00002/JP.4	073-000-42101		09/12/2016	25.09
VERIZON WIRELESS	121746	09/12/2016	1963-00001/AUD, JUPRO JP	073-000-42101		09/12/2016	80.04
Fund 073 - JUSTICE COURT TECHNOLOGY FUND Total:							105.13
Fund: 076 - EMERGENCY OPERATIONS CENTER							
METLIFE INSURANCE	121590	08/22/2016	EMERGENCY MGMT.	076-000-40120		08/22/2016	41.63
DEPARTMENT OF INFORMAT	121606	08/26/2016	JULY 2016/LONG DISTANCE	076-000-42500		08/26/2016	0.35
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	076-21300		09/01/2016	291.62
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	076-21300		09/01/2016	220.19
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	076-21300		09/01/2016	68.20
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	076-29999		08/31/2016	2,943.59
JOBE, KEN	121671	09/02/2016	REIMB./UNIFORM & BOOTS	076-000-42150		09/02/2016	255.00
DIRECTV	121727	09/12/2016	035535115/EOC & DPS	076-000-42416		09/12/2016	116.98
A T & T PHONES - ATLANTA,	121720	09/12/2016	4542/COUNTY OFFICES	076-000-42500		09/12/2016	246.57
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	076-21320		09/01/2016	415.46
Fund 076 - EMERGENCY OPERATIONS CENTER Total:							4,599.59
Fund: 088 - TJPC-TITLE IVE FUND							
NATIONWIDE RETIREMENT S	121641	09/01/2016	Deferred Comp	088-21300		09/01/2016	4.70
TYLER COUNTY PAYROLL	121637	09/01/2016	FICA	088-21300		09/01/2016	32.54
TYLER COUNTY PAYROLL	121637	09/01/2016	Federal Withholding	088-21300		09/01/2016	31.19
TYLER COUNTY PAYROLL	121637	09/01/2016	Medicare	088-21300		09/01/2016	7.60
TYLER COUNTY PAYROLL	121640	08/31/2016	PAYROLL TRANSFER	088-29999		08/31/2016	265.20
TEXAS COUNTY & DISTRICT R	DFT0001567	09/01/2016	Tyler County, TX Retirement	088-21320		09/01/2016	46.56
Fund 088 - TJPC-TITLE IVE FUND Total:							387.79
Fund: 089 - TYLER COUNTY NUTRITION CENTER							
CITY OF WOODVILLE	121725	09/12/2016	07087601/NUTR.CTR.	089-000-42510		09/12/2016	69.68
ENTERGY	121729	09/12/2016	451093/SHELTER W/SHOP	089-000-42510		09/12/2016	593.67

Check Register

Payable Dates: 08/22/2016 - 09/12/2016

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ENERGY	121729	09/12/2016	451094/NUTR.CTR.	089-000-42510		09/12/2016	1,019.51
Fund 089 - TYLER COUNTY NUTRITION CENTER Total:							1,682.86
Fund: 093 - PAYROLL ACCOUNT							
UNITED STATES TREASURY-IR	DFT0001571	08/31/2016	PAYROLL TAXES FOR PPE 8.30	093-11000		08/31/2016	46,126.07
UNITED STATES TREASURY-IR	DFT0001572	09/06/2016	PAYROLL TAXES PPE 8.30.16/	093-11000		09/06/2016	100.73
Fund 093 - PAYROLL ACCOUNT Total:							46,226.80
Fund: 095 - STATE- APPELLATE JUDICIAL FUND							
NINTH COURT OF APPEALS	121708	09/09/2016	SB-325 CH.22/COCLK	095-32516		09/09/2016	25.00
NINTH COURT OF APPEALS	121708	09/09/2016	SB-325 CH.22/DSCLK	095-32519		09/09/2016	80.00
Fund 095 - STATE- APPELLATE JUDICIAL FUND Total:							105.00
Fund: 097 - CHILD SAFETY FUND							
HARRIS, KATHY	121608	08/26/2016	REIMB./FOOD FOR PARENTI	097-000-42655		08/26/2016	41.11
HARRIS, KATHY	121667	09/02/2016	REIMB./FOOD FOR MENTAL	097-000-42655		09/02/2016	59.69
Fund 097 - CHILD SAFETY FUND Total:							100.80
Grand Total:							370,658.96

Report Summary

Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	224,994.86
021 - ROAD & BRIDGE I	13,497.09
022 - ROAD & BRIDGE II	11,414.12
023 - ROAD & BRIDGE III	15,794.49
024 - ROAD & BRIDGE IV	11,383.95
025 - TYLER CO AIRPORT	423.00
026 - TYLER CO. RODEO ARENA/FAIRGRND	1,086.63
028 - ECONOMIC DEVELOPMENT	5,000.00
031 - COUNTY CLERK RMP	427.21
037 - T C COLLECTION CENTER	3,386.46
044 - COURTHOUSE SECURITY	3,445.09
052 - ALTERNATE DISPUTE RESOLUTION	315.06
053 - ADULT PROBATION	9,475.53
054 - JUVENILE PROBATION	16,807.50
073 - JUSTICE COURT TECHNOLOGY FUND	105.13
076 - EMERGENCY OPERATIONS CENTER	4,599.59
088 - TJPC-TITLE IVE FUND	387.79
089 - TYLER COUNTY NUTRITION CENTER	1,682.86
093 - PAYROLL ACCOUNT	46,226.80
095 - STATE- APPELLATE JUDICIAL FUND	105.00
097 - CHILD SAFETY FUND	100.80
Grand Total:	370,658.96

Account Summary

Account Number	Account Name	Payment Amount
010-21300	PAYROLL LIABILITIES	31,600.23
010-21310	HEALTH INSURANCE	1,694.72
010-21320	RETIREMENT	20,925.53
010-29999	Due To Other Funds	90,186.98
010-401-31020	SHERIFF TAX SALES	8,000.00
010-401-40050	PARTIME SALARIES	96.00
010-401-40150	CONTINGENCY/HOSPITA	1,655.63
010-401-42111	POSTAGE FOR POSTAGE	143.68
010-401-42158	ELECTION EXPENSE	1,831.00
010-401-42178	CONTINGENCY FOR MIS	9,566.86
010-401-42204	TYLER COUNTY YOUTH P	2,000.00
010-401-42231	HOUSING OF TCSO INM	2,449.43
010-401-42500	COUNTY TELEPHONES	3,688.53
010-401-42628	CONTINGENCY FOR LEG	11,219.64
010-401-42668	INDEPENDENT AUDIT	5,402.00

Account Summary

Account Number	Account Name	Payment Amount
010-401-48000	MISCELLANEOUS EXPEN	354.35
010-402-42100	OFFICE SUPPLIES	952.00
010-408-42637	CPS COURT APPOINTED	1,715.68
010-408-42638	CPS COURT REPORTER	380.00
010-411-42100	OFFICE SUPPLIES	82.77
010-412-42500	TELEPHONE	157.74
010-413-42100	OFFICE SUPPLIES	349.99
010-413-42500	TELEPHONE	69.81
010-419-42100	OFFICE SUPPLIES	49.88
010-419-42222	WITNESS EXPENSE	220.00
010-419-42659	TRAVEL & EDUCATION	816.48
010-420-42500	TELEPHONE	60.00
010-420-42659	TRAVEL & EDUCATION	1,018.39
010-421-42189	EDUCATION,GOVERNME	791.33
010-422-42100	OFFICE SUPPLIES	304.13
010-422-42659	TRAVEL & EDUCATION	131.60
010-423-42659	TRAVEL & EDUCATION	1,314.87
010-426-42100	OFFICE SUPPLIES	75.09
010-426-42150	UNIFORMS	280.22
010-426-42182	DEPUTIES SUPPLIES	1,339.66
010-426-42217	TRANSPORTS COSTS	963.55
010-426-42400	GAS, OIL, GREASE	162.78
010-426-42413	REPAIRS TO VEHICLES	70.00
010-426-42500	TELEPHONE	1,557.06
010-426-42640	EMPLOYEE PHYSICALS	700.00
010-426-42659	TRAVEL & EDUCATION	30.00
010-427-42108	JAIL SUPPLIES	406.23
010-427-42157	PRISONER MEALS	112.00
010-430-42100	OFFICE SUPPLIES	9.73
010-439-42224	OUT-OF-COUNTY TRAVE	137.70
010-439-42225	OUT-OF-COUNTY TRAVE	31.32
010-440-42101	SUPPLIES	1,067.76
010-440-42350	SERVICE CONTRACTS	1,083.29
010-440-42353	SUPPORT SERVICES	3,840.00
010-440-42677	EQUIPMENT LEASE	434.10
010-442-42412	REPAIRS TO COURTHOU	2,342.95
010-442-42511	UTILITIES-JUSTICE CENTE	4,592.68
010-442-42515	UTILITIES-COURTHOUSE	3,835.52
010-442-42516	UTILITIES-BEST BUILDIN	845.69
010-442-42517	UTILITIES-TAX OFFICE	613.90
010-453-43151	TYLER OFFICE COMPLEX	218.62
010-453-43210	OFFICE EQUIPMENT	1,015.76

Account Summary

Account Number	Account Name	Payment Amount
021-000-40120	HOSPITALIZATION	124.42
021-000-42500	TELEPHONE	186.20
021-000-42510	UTILITIES	181.00
021-000-42659	TRAVEL & EDUCATION	772.39
021-000-42998	MISCELLANEOUS SUPPLI	43.29
021-21300	PAYROLL LIABILITIES	2,571.29
021-21320	RETIREMENT	1,713.64
021-29999	Due To Other Funds	7,904.86
022-000-40120	HOSPITALIZATION	121.78
022-000-42425	MACHINERY MAINTENA	408.25
022-000-42500	TELEPHONE	127.46
022-000-42510	UTILITIES	253.30
022-000-42659	TRAVEL & EDUCATION	225.00
022-21300	PAYROLL LIABILITIES	2,121.57
022-21320	RETIREMENT	1,541.90
022-29999	Due To Other Funds	6,614.86
023-000-40120	HOSPITALIZATION	168.50
023-000-42425	MACHINERY MAINTENA	20.00
023-000-42500	TELEPHONE	238.67
023-000-42510	UTILITIES	178.42
023-000-42998	MISCELLANEOUS SUPPLI	17.85
023-21300	PAYROLL LIABILITIES	2,720.16
023-21320	RETIREMENT	2,157.44
023-29999	Due To Other Funds	10,293.45
024-000-40120	HOSPITALIZATION	152.69
024-000-42425	MACHINERY MAINTENA	59.25
024-000-42500	TELEPHONE	359.80
024-000-42510	UTILITIES	84.95
024-000-42998	MISCELLANEOUS SUPPLI	81.28
024-21300	PAYROLL LIABILITIES	2,233.56
024-21320	RETIREMENT	1,597.72
024-29999	Due To Other Funds	6,814.70
025-000-42510	UTILITIES	423.00
026-000-42410	REPAIRS & MAINTENAN	942.50
026-000-42510	UTILITIES	144.13
028-000-42188	ECONOMIC DEVELOPME	5,000.00
031-21300	PAYROLL LIABILITIES	55.08
031-21320	RETIREMENT	64.87
031-29999	Due To Other Funds	307.26
037-000-40120	HOSPITALIZATION	44.67
037-000-42425	MACHINERY MAINTENA	29.76
037-000-42510	UTILITIES	120.18

Account Summary

Account Number	Account Name	Payment Amount
037-21300	PAYROLL LIABILITIES	714.34
037-21320	RETIREMENT	477.14
037-29999	Due To Other Funds	2,000.37
044-21300	PAYROLL LIABILITIES	784.03
044-21320	RETIREMENT	541.01
044-29999	Due To Other Funds	2,120.05
052-000-42600	PROFESSIONAL SERVICE	315.06
053-000-42104	SUPPLIES & OPERATING	145.23
053-000-42510	UTILITIES	6.14
053-000-42664	TRAVEL/FURNISHED TRA	51.42
053-21300	PAYROLL LIABILITIES	1,866.94
053-21320	RETIREMENT	1,238.32
053-29999	Due To Other Funds	6,167.48
054-21300	PAYROLL LIABILITIES	1,650.32
054-21320	RETIREMENT	1,014.87
054-29999	Due To Other Funds	4,208.72
054-438-42666	"M"-SNDP YOUTH SERVI	84.78
054-451-42100	OFFICE SUPPLIES (COUR	5,465.29
054-451-42348	COMMUNITY BASED MH	700.00
054-451-42500	TELEPHONE (COURT INT	4.69
054-451-42659	TRAVEL & TRAINING (DI	1,621.20
054-455-40120	HOSPITALIZATION	119.63
054-456-42105	INSTRUCTIONAL EDUCA	188.00
054-457-42907	RESTITUTION	550.00
054-457-42908	RESTITUTION MISC. EXP	1,200.00
073-000-42101	SUPPLIES	105.13
076-000-40120	HOSPITALIZATION	41.63
076-000-42150	UNIFORMS	255.00
076-000-42416	VEHICLE OPERATIONS/M	116.98
076-000-42500	TELEPHONE	246.92
076-21300	PAYROLL LIABILITIES	580.01
076-21320	RETIREMENT	415.46
076-29999	Due To Other Funds	2,943.59
088-21300	PAYROLL LIABILITIES	76.03
088-21320	RETIREMENT	46.56
088-29999	Due To Other Funds	265.20
089-000-42510	UTILITIES	1,682.86
093-11000	Due From Other Funds	46,226.80
095-32516	COUNTY CLERK FEES	25.00
095-32519	DISTRICT CLERK FEES	80.00
097-000-42655	CHILD SAFETY PROGRA	100.80

Account Summary

Account Number	Account Name	Payment Amount
097-000-42655	CHILD SAFETY PROGRA	
	Grand Total:	<u>370,658.96</u>

Project Account Summary

Project Account Key	Payment Amount
None	
	Grand Total:
	<u>370,658.96</u>

RESOLUTION

State of Texas §

County of Tyler §

WHEREAS, The Tyler County Commissioners Court finds it in the best interest of the citizens of Tyler County that the **Violence Against Women Special Prosecutor** be operated **September 1, 2016 thru August 31, 2017**; and

WHEREAS, Tyler County Commissioners Court agrees to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, **Violence Against Women Act (VAWA)** Solicitation for grant application; and

WHEREAS, Tyler County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tyler County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Tyler County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Tyler County Commissioners Court approves submission of the grant application for the **Violence Against Women Special Prosecutor** to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED by the Tyler County Commissioners Court this 22 day of SEPT 2016.

Jaymie D. Marchetti
County Judge

Martin Frost
Commissioner Pct. 1

Mike Marshall
Commissioner Pct. 3

Rusty Hughes
Commissioner Pct. 2

J. H. Walston
Commissioner Pct. 4

ATTEST: Brian J. Gray
County Clerk

Grant Application Confirmation Number: 23082-07

INTERLOCAL AGREEMENT

WHEREAS, the City of Ivanhoe, Tyler County, Texas (City), desires to enter into an Interlocal Agreement with Tyler County, Texas, by and through the Tyler County Sheriff's Department (Sheriff) pursuant to Section 791 of the Texas Government Code for the following purposes:

1. To house all City inmates at the Tyler County Justice Center, as space permits; and
2. To provide dispatch service for City law enforcement and emergency calls.

NOW, THEREFORE, in consideration of the above premises, the City and the Sheriff agree as follows:

The Sheriff will provide the above services for one year from the date of this Agreement. Said Agreement will be reviewed each year with adjustments made as needed and an amount that fairly compensates the Sheriff/Tyler County for the services to be rendered to the City after the 1st year of service.

The Sheriff shall operate the jail facility in compliance with minimum standards of construction, maintenance, and operation of jails as adopted by the Commission on Jail Standards, and received and retain a certification of compliance with the Commission.


The City may monitor compliance with Jail Standards and shall be permitted to investigate all complaints received from any City inmate regarding treatment at the Tyler County Justice Center.

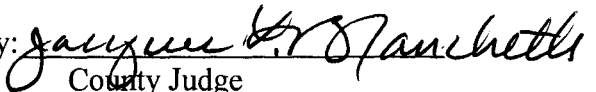
All payments made by the City must be made from the current revenues available to the City. This Interlocal Agreement must be approved by the governing bodies of both the County and the City.

This Interlocal Agreement may be renewed annually.

City of Ivanhoe

County of Tyler

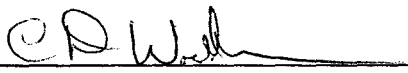
By: 
Mayor

By: 
County Judge

Date: 9/17/16

Date: 9/22/16

Attest:

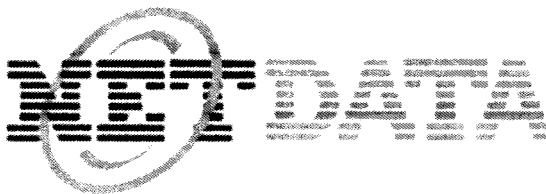
By: 
City Secretary

By: 
County Clerk

Date: 9/17/16

Date: 9-22-2016

P.O. Box 422
 Sulphur Springs, Texas 75483
 1.800.465.5127
 FAX 903.885.1604
 PHONE 903.885.0818
 www.netdatacorp.net



INVOICE

PAGE: 1

DATE **SEPTEMBER 10, 2016** INVOICE NUMBER **17455** TERMS: **DUE BY 01/15/17**

CLIENT INFORMATION	TYLER COUNTY COUNTY CLERK OFFICE 116 S CHARLTON WOODVILLE TX 75979	FOR BILLING CYCLE: FROM 09/15/2016 - 09/15/2016 PHONE: 409-283-2281 FAX: 409-283-7296	CLIENT CODE	TYL 900057
			HOURLY RATE	CS \$100 PRO \$120 SE \$250

JC	APP	TYPE	EMP	DATE	DESCRIPTION	BEG. TIME	END TIME	TOTAL	PRICE
M	SUP	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE CHILD SUP 01/01/17-12/31/17				\$4,326.00
M	JUR	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE JURY 01/01/17-12/31/17				\$6,860.00
M	DCC	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE DIST CLERK 01/01/17-12/31/17				\$14,095.00
M	NDX	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE INDEXING 01/01/17-12/31/17				\$15,280.00
M	LAW	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE LAW ENF 01/01/17-12/31/17				\$26,920.00
M	JOP	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE JOP(4 PCTS) 01/01/17-12/31/17				\$29,095.00
M	CCC	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE CO CLERK 01/01/17-12/31/17				\$15,660.00

EARLY PAYMENT DISCOUNT APPLIES:
 3% If Paid Before 10/15/16
 2% If Paid Before 11/15/16
 1% If Paid Before 12/15/16

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
-------------------	--------------------	------------------------

CREDIT NO. _____	TOTAL HOURS: :00 CHARGE HOURS: :00 NOCHARGE HOURS: :00 FLAT FEES: \$112,236.00	\$112,236.00
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MESSAGES

Thank You!


SCOTT STAHL - VICE PRESIDENT

** 2016 NET DATA USER CONFERENCE DECEMBER 6-8 AT **
 ** HILTON FORT WORTH - DOWNTOWN. CALL FOR DETAILS. **

Publish two times
_____ Newspaper
_____ Court Agenda
_____ County Clerk

NOTICE TO BIDDERS

Tyler County is currently seeking Bid Proposals to purchase the following:

ID# 08182016 2016 Dump Truck 14/15 yard capacity

Sealed bids will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas 75979, until 8:30 a.m. on Thursday September 22, 2016, at which time and place all bids received will be publicly opened during the regularly scheduled Commissioner's Court meeting.

FACSIMILES SHALL NOT BE ACCEPTED.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING. REMIT SIX COPIES ALONG WITH ORIGINAL BID.

Information and vehicle specifications may be obtained by contacting the County Auditor's office at 100 West Bluff, Room 110 Woodville, Texas 75979, 409-283-3652.

The County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

**JACKIE SKINNER
COUNTY AUDITOR
TYLER COUNTY, TEXAS**

Tyler County Pct. # 3 Minimum Requirements For New 14 / 16 Yard Capacity Dump Truck

2016 Model Chassis

51,220 GVWR

Diesel Engine with minimum of 415 H.P. and 1660 ft. lb. torque and Engine Brake

18.7 CFM Air Compressor

Dual, Aluminum, 80 Gallon Fuel Tanks

Minimum DEF Tank Capacity of 11.5 Gallons

DPF Regeneration Inhibit Switch Not Allowed

Dual Vertical Exhaust

10 or 13 Speed Transmission with Neutral Control Switch

Open Grated Clutch Pedal

Remote Lube System for Clutch Release Bearing and Cross Shafts

Front Axle Rated @ 14,600 lbs.

Rear Axle, Tandem, 50" Spacing, Dual Reduction with 3.79 Ratio

Air Operated In Cab Power Divider Lockout Switch

Multi Leaf, Anti Sway, Heavy Duty Rear Spring Suspension with Shock Absorbers

11R24.5 Tires, Rear Tires Must be Traction Tread

Aluminum Front Wheels, Steel Rear Wheels

Chrome Front Bumper with Tow Hooks

Air Ride Cab

Exterior Sun Visor

Air Ride Drivers Seat

Air Conditioning and Heater

AM / FM Radio

Smoke Bug Shield, Chrome Hub Caps & Lug Nut Covers

218" Wheelbase / 108" – 114" CA Measurement

14 FT., 14 / 16 Yard Dump Body with Cab Shield and Asphalt Apron

Air Shift PTO with Control Tower Mounted Between Seats

Heavy Duty Air Released Tailgate

Electric Tarp

Back Up Alarm

All Safety and DOT equipment, DOT Inspected

FOB Tyler County Pct. # 3, Tyler Texas

Cab to be Painted White, Dump Body to be Painted Stock Color

Maximum 60 Days Delivery from Date of Bid Award

PERFORMANCE TRUCK - LUFKIN

2501 N. Medford Drive, Lufkin, Texas 75901

Phone: (936) 634-3000

BUYER'S ORDER

Date Prepared: 09-21-2016		Delivery Date: 11-15-2016	Salesman: David Bowley	Branch: Lufkin
Purchaser: TYLER COUNY PCT # 3			Telephone: 409-283-3652	Fax: 409-283-6305
Mailing Address: 100 W. BLUFF ROOM 110 City: WOODVILLE State: TX Zip: 75979				County: Tyler
Physical Address: 100 W. BLUFF ROOM 110 City: WOODVILLE State: TX Zip: 75979				County: Tyler
Description: NEW 2016 MACK CHU613, Unit ID # 212135 Straight Truck / Mack MP8-415C / 415 HP / T310 Trans. / S38"R" / 3.79 Ratio				
Mileage:	Color: 08282PP MACK WHITE NOTE: Sales tax may apply but is not included in this quote.			
VIN: 1M1AN09Y7GM022918	Comments:	Vocation Code:		
Purchaser's Agent: Mike Marshall		Title: Commissioner Pct # 3	License Type: Apportioned	Account # 4092833652

LICENSE - TITLE INFORMATION

Months: 0	Tractor:	Truck: X	Trailer:	Body Type: DUMP	Colors: WHI / BLK	Tons: 5	GCW: 51220
Apportioned: X	IMC #	Combination:	Com'l:	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:		SELLING PRICE	101,902.00
NAME:	PHONE:	DUMP BODY	13,950.00
LIEN INFORMATION		CASH PRICE W/ACCESS.	115,852.00
NAME:	LIEN DATE:	TRADE IN ALLOWANCE	-
ADDRESS:	PHONE:	NET CASH DIFFERENCE	115,852.00
CITY, STATE, ZIP:		FEDERAL RETAIL EXCISE TAX	-
COMMENTS:		NET PRICE	115,852.00
AMOUNT:	NAME:	STATE SALES TAX	-

ADDITIONAL INFORMATION

	LICENSE MO. & FEE	5.00
	TITLE FEE (INCLUDES \$5 TAG FEE)	-
	COMMERCIAL INSPECTION FEE	40.00
	DEALER'S INVENTORY TAX	-
	DOCUMENTARY FEE*	75.00
	EXTENDED WARRANTY	-
	SUBTOTAL	115,972.00
	BALANCE OWED ON TRADE	-
	SUBTOTAL	115,972.00
	PREPAYMENT	-
	BALANCE DUE UPON DELIVERY	115,972.00

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

SALESPERSON David Bowley

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

ACCEPTED BY David Bowley

MACK TRUCKS, INC
INVOICE NBR: 0521092

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SERIAL NBR: 022918

MODEL: CHU613

DEALER: F272

OPTION CODE	SPECIFICATIONS	LIST PRICE
	ORDER/CUSTOMER/VEHICLE INFO	
PC1-0028	Product Class 28	0
PT1-0003	CMM 64T CHU/CKU	0
PB1-016A	2008-10-07	0
002-1320	CHU603 T MACKTRAQ 2016A	197,479
505-0011	ALL 50 STATES	0
APP-0001	CLASS A HIGHWAY	0
CAR-0090	90000 LB (41000 KG) GCW/GVW	0
005-5000	FREIGHT - LINEHAUL. On Hwy	0
GCW-0080	MAXIMUM 80,000 LBS. (36 TONNES) GCW RATING	0
M44-0010	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0
FIL-0003	STOCK ORDER	0
US0-0010	"MBOC"BACK OFFICE PROCESS (PROBUILDER) BVS/FRT AXLE/SALES PACKAGES	0
PK4-0000	W/O RAWHIDE OPTION PACKAGE	STD
APC-0001	LONG HAUL DELIVERY STOP MINIMUM 35 MI.	0
A19-2016	2016 MODEL YEAR	0
DLW-0002	STANDARD OR EXTENDED DELIVERY	0
026-0072	2015 MACK DEALER INVENTORY MANAGEMENT PROGRAM ENGINE/TRANSMISSION/CLUTCH	0
100-1654	MP8-415C MACK 415 @ 1500-1700 RPM (PEAK) 1950 RPM (GOVERNED)	STD
PKE-0000	WITHOUT PACKAGE	STD
136-1326	T310 10 SP-MACK	10,552-
133-5602	EATON ADVANTAGE SOLO 9-SPRING,2PLATE 15.5" CERAMIC 4 PADDLES EXHAUST/EMISSIONS	0
130-5011	NO MUFFLER, DUAL VERTICAL STRAIGHT EXH. STACK TURNED OUT END ORDER/CUSTOMER/VEHICLE INFO	2,100
M64-0000	WITHOUT AIR SUSPENSION DUMP WARNING	0
121-9001	BLACK ALUM MOUNTED BEHIND GRILLE	0
119-9003	TEXACO EXTENDED LIFE COOLANT #7998 WITH NITRITES(50/50 MIX)	34
123-0015	SPIN ON CANISTER W/O CHEMICAL FOR USE W/TEXACO EXTENDED LIFE	91
118-0026	BEHR FAN & ELECTRONIC MODULATING VISCOUS FAN DRIVE	0
124-9002	SILICONE RADIATOR & HTR. HOSES W/GATE VALVE ON EACH HTER HOS	387
131-1212	12 V GEAR REDUCTION (105 PRD) TRANSMISSION EQUIPMENT	89
335-0001	OPEN GRATED TYPE	7

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MACK TRUCKS, INC
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 MODEL: CHU613

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SERIAL NBR: 022918

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OPTION CODE	SPECIFICATIONS	LIST PRICE
TRANSMISSION EQUIPMENT		
463-0002	MECHANICAL CABLE	343
849-0101	REMOTE LUBE FTGS:CLUTCH REL. BRG & BOTH CROSS-SHAFTS;MTD LH	92
M05-0000	W/O TRANS SHIFT MODE POINTS	0
139-0019	MACK T200/T300 SERIES TRANS. WITH INTERNAL COOLER PUMP	618
SL4-0002	75W-90 SYNTHETIC LUBRICANT, MACK TRANS ONLY	136
195-1203	MERITOR 18 MXL"XTENDED LUBE"	144-
204-1202	MERITOR 17 MXL"XTENDED LUBE"	390-
M20-0000	WITHOUT	0
CAB (A THRU G)		
164-0001	FURN (2) EXTRA DASH MTD ROCKER SW FOR HOOK-UP OF LOCAL INSTA	30
905-0004	W/ DAYTIME RUNNING LIGHTS MANUAL OVERRIDE SW W/ENG	79
492-0000	W/O ANY GEAR SHIFT OPTIONS	0
587-0021	DIAGONAL GRAB HANDLE ON INSIDEDRIVERS'S DOOR	57
CAB (H THRU R)		
154-9014	MACK-2-RECT SINGLE TRUMPETCHROME PLATED STEEL W/SNOW SHIELDS	182
312-0010	TRUCKLITE CHROME BULLET LED TYPE (SET OF 5) N/A W/ ROOF FA	145
C01-0002	LARGE STORAGE POCKET	75
004-1104	GENUINE - SLATE GRAY	STD
152-2002	BULLDOG-BR FIN	119
153-2002	BRIGHT FINISH (LH & RH) 8.0" DIA.	0
471-0001	RECT CONVEX ABOVE RH DOOR WINDOW (GU4#12-08-100)	44
156-9001	WARD ANTENNA & CABLE MTG NOT INTERFERE W/ROOF FAIRING	5
166-0003	5-WAY BINDING POSTS FOR CB IN HEADLINER	0
203-0001	DUAL(FIBERGLASS)	108
432-9012	PROVIDE MOUNTING PLATE AND VELCRO STRAP IN HEADER CONSOLE (O	24
CAB (S THRU Z)		
157-0001	PAINTED	278
MAJOR COMPONENTS		
016-0000	Day Cab (No Sleeper)	0
FRAME EQUIPMENT/FUEL TANKS		
281-1018	HIGHWAY SEVERE DUTY BOC AND BCL CROSSMEMBERS	153
330-3352	AIR HOLLAND FW35 ILS SERIES LEFT HAND RELEASE	425
278-0001	MACK BULLDOG TYPE, WHITE POLY ARMOR	37
332-0881	8.81"	0

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OPTION CODE	SPECIFICATIONS	LIST PRICE
	FRAME EQUIPMENT/FUEL TANKS	
277-0010	BETTS B87 SERIES WITH CONSPICUITY FEATURE(PMVSS 108)	117
288-2080	80 GAL.ALUM (300 LITERS)	53-
290-2080	80 GAL ALU 300 LITERS	64-
DF1-1045	45L / 22" DIA SEMI TANK LEFT SIDE FRAME MTD	35-
DF2-0002	BRIGHT FINISH DEF TANK COVER	55
	FRONT AXLE EQUIPMENT/TIRES	
240-1507	FXL14.6 14600 LB-MACK 6600 KG (N/A WITH LIFT AXLES)	1,483
900-1368	11R24.5 G BRIDGESTONE R268 ECOPIA	124
531-3782	24.5 X 8.25 ALUM DISC LVL ONE 10-HOLE HUB PILOT; 11.25"BC,5.	42
244-1002	14,600 LB TAPERLEAF 6600KG	STD
241-1105	MERITOR "S" CAM 16.5"X6" Q PLUS BRAKES	251
245-2215	HD94 SHEP-PWR (INTEGRAL)	132
248-1000	FERROUS	95-
687-0002	FURN LONGER REAR WHEEL STUDS FOR LOCAL INSTALL OF ALUM WHLS	99
	REAR AXLE EQUIP/TIRES/RATIO	
230-0001	URETHANE	255
402-0002	FURNISH W/ TANDEM REAR AXLE	100
256-0003	IN CAB MANUAL AIR VALVE W/ WARNING BUZZER & LIGHT	409
901-1287	BRIDGESTONE - 11R24.5 14 G M726EL (TRACTION)	240
268-1028	S38"R" 38000LB-MACK 17200KG FAB HSNG	0
186-1031	SS38 -MACK MULTILEAF	3,804
257-0379	3.79	0
234-0001	WITH SHOCK ABSORBER, FIRST-REAR AXLE ONLY	125
267-2000	STEEL (DISC) DRIVE WHEEL MATERIAL	0
346-2324	24.5 X 8.25 STL DISC 11.25 BC. ACCURIDE HUB PILOTED 10-HOLE	331-
253-1104	MERITOR-CAM 16.5X7 Q PLUS	273
323-0000	W/O AIR SUSP HEIGHT CONTROL	0
237-0002	AUX SPRING BRAKE QTY, 4 CHAMBERS	170
329-0001	TRANSVERSE TORQUE ROD, REAR-REAR AXLE ONLY	295
883-0002	INTEGRATED TYPE	76
	FRAME/WHEELBASE/PLATFORM	
271-0218	218"	0
272-0187	187"	280
274-1027	STEEL - 300MM X 90MM X 9.5MM -- (11.81" X 3.54" X 0.37")	598
	AIR/BRAKE	
654-0000	W/O ABS/ATC DRIVER OPTIONS	24-

MACK TRUCKS, INC
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OPTION CODE	SPECIFICATIONS	LIST PRICE
	AIR/BRAKE	
698-0006	BENDIX KB (EATON/ BOSCH) ABS	1,185-
392-0001	FOR TRACTOR APPLICATIONS (STANDARD W/TRUCK APPLICATION)	70
	ELECTRICAL	
405-0002	BATTERY BOX COVER, POLISHED ALUMINUM	76
848-0001	SHOCK PADS UNDER BATTERIES	7
	COMMUNICATIONS SYSTEMS	
DOE-0000	DISABLE	0
	VEHICLE ELECTRONICS	
M39-0001	GRADES <3% DURING >98% OF DRIVING DIST. MAX GRADE 8%	0
M40-0001	AMB TEMP HOT, UP TO +40C, WARMER ALLOWED 25 H/YEAR	0
AE7-0050	PTO1 HOLD TO NEAREST 50RPM	0
AF1-0050	PTO1 ACCEL BUMP-UP 50RPM	0
AF3-0050	PTO1 DECEL BUMP-DOWN 50RPM	0
CSL-0075	75MPH/121KMH PEDAL ROAD SPEED LIMITER	0
M7X-0000	WITHOUT 1ST RATIO FOR REDUCED HIGH	0
C0Z-0000	NO IDLE S/D SLPR MODE OVERRIDE	0
466-7000	VMAC CRUISE CONTROL	0
908-0000	DISABLE IDLE SHUTDOWN	0
932-0075	75MPH - 121KPH	0
A21-0000	W/O LOWER GEAR RD SPD LMT MPH	0
B69-0000	DISABLE IDLE COOLDOWN	0
A1I-0650	650 RPM	0
A20-0000	OMIT LOWER GEAR ROAD SPEED LIMIT OPTION	0
933-0075	75 MPH	0
AL1-0003	3 MPH	0
A02-0020	20 MPH VSC MIN FOR SETTING CRUISE CNTRL	0
A10-0000	W/O LOW IDLE SPEED ADJUSTMENTS	0
A26-0002	MIN-MAX/AUTOMOTIVE GOVERNOR	0
A01-0015	15 MPH VSC SPEED LIMIT	0
A94-2100	2100 RPM	0
A03-0500	500 RPM MIN SETTING	0
A95-0001	FURNISH EHT SINGLE SPEED CONTROL	0
A96-1000	1000 RPM	0
A97-0100	100 RPM/SEC.	0
A79-0000	WITHOUT ENGINE TORQUE LIMIT	0
233-0000	W/O ENGINE SPEED CONTROL	0
AE5-0001	ENABLED EHT JUMP TO MIN. SPEED	0
A41-2100	2100 RPM	0

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OPTION SPECIFICATIONS

LIST PRICE

OPTION CODE	SPECIFICATIONS	LIST PRICE
	VEHICLE ELECTRONICS	
A98-0600	600 RPM	0
A05-1000	1000 RPM SINGLE SPEED SETTING	0
A1A-0010	10 MPH	0
A1Z-0000	OMIT	0
A2B-0100	100 RPM/SEC.	0
A1B-0600	600 RPM	0
A62-2100	2100 MAX VAR ENG SPEED LIMIT	0
A1D-0010	10 MPH	0
A61-1000	1000 RPM SINGLE SPEED SETTING	0
A08-0000	W/O ENG COOLANT LEVEL SHUTDOWN	0
A1E-0100	100 RPM/SEC.	0
A06-0001	FURN ENG COOLANT TEMP SHUTDOWN	0
A07-0001	FURN ENG OIL PRESSURE SHUTDOWN	0
A2Y-0000	DISABLED(W/O TRANS. TEMP. SHUTDOWN)	0
934-0010	10 MINUTES	0
A16-0005	5 MIN. WARM UP TIME DELAY	0
A17-0100	100 DEG WARM-UP TEMP DELAY	0
A13-0002	FURNISH IDLE SHUTDOWN OVERRIDE WHEN PTO ENGAGED (PTO SWITCH	0
A14-0000	W/O ELCON IDLE SHUTDOWN OVERRIDE - VSC ENGAGED	0
A23-0000	DISABLE IDLE SHUTDOWN IF POWER IS GREATER THAN THRESHOLD(A3I	0
A82-0000	W/O STATIONARY FAN OVERRIDE	0
A87-0070	70 MPH	0
A88-0075	75 MPH	0
A90-2200	2200 RPM	0
A1Y-0002	2 MINUTES	0
A86-0070	7.0 MPG	0
A2W-0001	ENABLED (CRUISE CONTROL WILL AUTOMATICALLY RESUME DURING A	0
M01-0000	DISABLED - DOES NOT ENGAGE THE FAN WHEN THE PTO #2 IS ENGAGE	0
A3K-2100	2100 RPM -DATAMAX LOGS ACCUMU-LATED TIME ENGINE HAS EXCEEDED	0
M02-0030	30 SECONDS IDLE SHUTDOWN TIME -BETWEEN WARNING LIGHT/BUZZER	0
M03-0060	60 MPH	0
M04-0060	60 MPH	0
AF6-0000	DISABLE	0
AG6-0000	W/O	0
AK1-0000	DISABLE	0
AK5-0003	PENALTY + REWARD	0
AK6-0003	3 MPH	0
AK7-0050	5.0 MPG	0
AK8-0003	3 MPH	0
AK9-0050	50 MILES	0
C0K-0000	DISABLE SMART ENG.IDLE	0
CON-0001	ENABLED	0
COF-0000	USER ENTERED	0
COQ-0030	THRESHOLD 30 MPH	0

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MACK TRUCKS, INC
INVOICE NBR: 0521092
MODEL: CHU613

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OPTION CODE	SPECIFICATIONS	LIST PRICE
VEHICLE ELECTRONICS		
COR-0010	10 MIN	0
COT-0010	10 MIN MAX TIME	0
COU-0000	W/O	0
COV-0000	W/O	0
COW-0001	DAY 1 OF THE MONTH	0
C0X-0001	ENABLED	0
A5K-0000	DISABLED	0
C42-0002	DISPLAY FEATURES ACCESS, FULL DRIVER ACCESS (OWNER-OPERATOR	0
A5L-0000	DISABLED	0
DTS-0000	W/O SPEED SENSOR TAMPER DETECTION ACTIVATION	0
AZQ-0000	W/O HIGH IDLE SPEED- VMAC 4 UPPER GEARS	0
AD7-0050	EHT ACCEL. BUMP UP 50RPM	0
AD8-0050	EHT DECEL. BUMP DOWN 50RPM	0
AJ1-0000	WITHOUT SOFT RSL CONTROL	0
A3E-0060	AMBIENT TEMP MIN THRESHOLD, 60 DEG F. (16 DEG C.)	0
A3F-0080	AMBIENT TEMP MAX THRESHOLD, 80 DEG F. (27 DEG C.)	0
A3I-0020	IDLE S/D OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0
A5R-0050	PTO2 DECEL BUMP-DOWN 50RPM	0
A7I-0050	PTO2 ACCEL BUMP-UP 50RPM	0
A7P-0050	PTO2 HOLD TO NEAREST 50 RPM	0
A7S-0050	EHT HOLD TO NEAREST 50RPM	0
A7U-0000	DISABLE ENGINE HIGH IDLE SPEED IN UPPER GEARS	0
A7Y-0000	WITHOUT LAST RATIO FOR FULL HIGH IDLE	0
C54-0000	IDLE SHUTDOWN DISABLED	0
C55-0001	ENABLE POWER DIVIDER LOCKOUT ROAD SPEED LIMIT	0
C56-0025	PDLO ROAD SPEED LIMIT 25 MPH (40 KMH)	0
M19-0000	WITHOUT	0
TRAILER CONNECTIONS		
319-1112	STRAIGHT - 12 FT. PHILLIPS (OR:CH#00-01-51B)	0
303-9006	PHILLIPS GLAD HANDS; NON POLARIZED RED(EMERG.) & STANDARD	7
191-9007	PTO SWITCH & LIGHT W/WIRING & PIPING PAINT/VINYL STRIPING	300
2PB-HAX	1 TONE HOOD, 1 TONE DRIVER AREA, IF SLEEPER 1 TONE	0
922-0000	STANDARD COLOR	0
938-0000	NOT PAINTED	0
985-0000	NO CUSTOM PAINT	0
986-0000	NO CUSTOM PAINT	0
653-0005	PREFINISHED POWDER COAT WHITE	0

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MACK TRUCKS, INC
INVOICE NBR: 0521092
SERIAL NBR: 022918 MODEL: CHU613
OPTION CODE SPECIFICATIONS
MISCELLANEOUS
022-0000 NO PILOT REQUESTED

DEALER: F272

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LIST
PRICE

0

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PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and Tyler County ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE’s products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the “Confidential Information”). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency’s employees or affiliates who require access for Agency’s authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency’s breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

- 6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.
- 6.1.1 **Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.
- 6.1.2 **Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
- 6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 **Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.
- 6.4 **Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 **Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.
- 6.6 **Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that

Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

- 6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.9 **Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.10 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.12 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.13 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if

FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 **Provisional and Final Payment.** Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.
- 6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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9. Authorization.

- 9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.
- 9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

- 12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.
- 12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.
- 12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures,

and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

- 14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.
- 14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

- 15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.
- 15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

- 15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:

Forte Payment Systems
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

Tyler County Tax Assessor
1001 W. Bluff St.
Woodville TX 75979
Attn: Lynnette Cruse

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

By: _____

Name: _____

Title: _____

Date: _____

Agency:

By: *Jacques L. Blanchette*

Name: **JACQUES L. BLANCHETTE**

Title: **County Judge**

Date: **9/22/16**



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Donece

Thursday
September 22, 2016
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 considered and/or discussed;

Agenda

Scott Mitchell /
Church of Christ
Women

➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – M. Nash
- Pledge of Allegiance – M. Nash

I. CONSIDER/APPROVE

- w/m A. Minutes from previous meeting(s) – Donece Gregory, County Clerk *Sept 12*
- H/m B. Budget amendments/line item transfers – Jackie Skinner, County Auditor *correct pct 2, pct 3*
 → Amendments - true budget mm. 2015 for compliance of Auditor
- m/H C. Paying County bills – J. Skinner
- m/H D. Resolution for Violence Against Women Special Prosecutor Grant #2308207 – J. Blanchette/Lou Cloy, District Attorney
- H/m E. Interlocal Agreement with City of Ivanhoe for Emergency Dispatch Services and Housing of Jail Inmates – J. Blanchette/Bryan Weatherford, County Sheriff *1 yr contract*
- w/N F. Appointment of Rating Committee for the FY 2017-2018 CDBG Funding Cycle – M. Nash
 Com Nash – Sue Show, Jo Blackshear
- n/m G. Requests for Proposals for Administrative Services – M. Nash
 Publish
 possible cond of trade by accept by Comm Marshall
- N/W H. Requests for Statements of Qualification for Procurement of Engineering Services – M. Nash
 Now before _____

projects such as
Water
Sewer
Roads

Item J

m/h I. **Renewal of Annual Software Maintenance with NetData** – J. Blanchette/J. Skinner

m/h N/H J. **Open and Award Bids for 2016 Dump Truck for Pct 3, 14/15 Yard Capacity with Possible Trade-In** – J. Blanchette/J. Skinner
one bid Performance Truck

m/w K. **Payment Processing Agreement with Forte Payment Systems, Inc. for Tax Office** – J. Blanchette/J. Skinner
integrates of

w/h L. **Transfer of 2007 Crown Victoria Vin #2FAFP71W37X115159 from Tyler County to City of Ivanhoe** – J. Blanchette/J. Skinner
title

II. PRESENTATION

A. **2015 Annual Audit by Belt, Harris, Pechacek** – *Darla Dear, Belt, Harris, Pechacek* *not present*

B. **AT&T Telephone and Internet Services** – J. Skinner

III. EXECUTIVE SESSION

Consult with Criminal District Attorney and/or her legal staff in a closed meeting executive session held in accordance with Texas Government Codes §551.071 regarding pending and/or contemplated litigation and settlement offers, and/or §551.074 regarding personnel matters, and/or §551.072 to deliberate the purchase, exchange, lease or value of real property.

> **ADJOURN** *N/m 8:55 AM*

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 in the Tyler County Courthouse at 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 §551.002 & 551.041.

Executed on _____ 2016 Time _____
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)