

TYLER COUNTY COMMISSIONERS COURT
REGULAR MEETING
December 23, 2019---- 11:00 a.m.

THE STATE OF TEXAS ON THIS THE 23rd day of December, 2019 the
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to
wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, presiding
MARTIN NASH	COMMISSIONER, PCT. #1
STEVAN STURROCK	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
BUCK HUDSON	COMMISSIONER, PCT. #4
ROXANNE HART	DEPUTY COUNTY CLERK, Ex-Officio

The following were absent: none thereby constituting a quorum. In addition to the above were:
JACKIE SKINNER COUNTY AUDITOR
LEANN MONK COUNTY TREASURER

After calling the meeting to order, Judge Blanchette invited anyone offended by the practice of opening the meeting with prayer, to step out in the hall and return after the conclusion of the invocation. The invocation was delivered by Commissioner Hudson. He then led the Pledge of Allegiance to the Texas Flag.

Persons had not signed up to make comments. Therefore, there were no public comments.

The County Clerk has been spending time with her husband in the hospital. Minutes were not presented.

Budget amendments/line item transfers, were not presented by the County Auditor.

A motion was made by **Judge Blanchette** and seconded by **Commissioner Marshall** to approve paying the **accounts payable/county bills**. Commissioner Sturrock expressed concern of bill for **rehabilitation projects on the courthouse**. Commissioner Sturrock had requested a breakdown of the invoice from LaBiche, architect, but it has not been provided. The invoice from Allison, Bass & MaGee, for legal counsel for the year 2019 will be paid from **Contingency for Legal Fees** line item. All voted yes and none no. SEE ATTACHED

The Court recognized Kelly Jobe, as an agent retiring from the Texas A&M Agrilife Family and Community Heath, effective December 31, 2019.

The Court recognized Jim Boone for five years of service on the Board of the Southeast Texas Groundwater Conservation Board.

Bennie Martin was not present to be recognized for 12 years of service on the Board of Tri-County Community Action, Inc.

A motion was made by **Commissioner Sturrock** and seconded by **Commissioner Hudson** to make the following appointments:

Tyler County Hospital Board	Ken Jobe	01/01/2020 to 12/31/2021 (2 year term)
Tyler County Hospital Board	Mike Marshall	01/01/2020 to 12/31/2021 (2 year term)
Tyler County Hospital Board	Ethel Rogers	01/01/2020 to 12/31/2021 (2 year term)
Tri-County Community Action	Kay Timme	01/01/2020 (no term specified)

All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to make the following appointments of Commissioners to the **Emergency Service District Boards:**

ESD Board	2020 Appointment	Term
ESD #1 (Ivanhoe)	Richard (Dick) Coker and Jill Dinger	01-01-2020 – 12-31-2021
ESD #2 (Spurger)	Julius (Jack) Walston, Karl Hammond and Raymond Wooten	01-01-2020 – 12-31-2021
ESD #3 (White Tail Ridge)	Clyde Caldwell and Yvonne Goss	01-01-2020 – 12-31-2021
ESD #4 (Warren)	David Norton and Randy Gibson	01-01-2020 – 12-31-2021
ESD #5 (Dam B)	John V. Richardson and Ronald Willmon	01-01-2020 – 12-31-2021
ESD #6 (Fred)	James Alfaro, Kenneth L. Lewis	01-01-2020 – 12-31-2021
ESD #7 (Colmesneil)	Lance Seamans & Wade Skinner	01-01-2020 – 12-31-2021
ESD Village Mills)	Bob Fisher	01-01-2020 – 12-31-2021

All voted yes and none no.

Judge Blanchette motioned to award the only bid received for the **courthouse re-roofing project** to Marsh Waterproofing Inc., as recommended by the courthouse project architect. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no. SEE ATTACHED.

Commissioner Marshall motioned to approve the contract with Marsh Waterproofing Inc. for the **courthouse re-roofing project**. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** to authorize payment of the portion of the bill from The LaBiche Architectural Group, Inc for the **courthouse roof**. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no. **Commissioner Sturrock** motioned to table consideration of the portion of the bill for **rehabilitation to the courthouse** since he had not received the breakdown as requested. This motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** to open bids for a **maintenance agreement for air conditioning units** at county owned buildings. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no. Bids were received from:

- 1) Vance's Air Conditioning
- 2) Nick Matuk Affordable Air Conditioning & Installation
- 3) Johnson Control

SEE ATTACHED

Commissioner Nash motioned to table, until the next meeting, consideration of the bids for a **maintenance agreement for air conditioning units** at county owned buildings, for further study. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no.

Commissioner Marshall motioned to renew the **software** for county offices with **NetData**. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no. SEE ATTACHED

Commissioner Sturrock motioned to authorize payment to Maverick to **repair the fiber optic line**, out of contingency fund. The motion was seconded by **Commissioner Hudson**. All voted yes and none no.

A motion was made by **Commissioner Sturrock** and seconded by **Commissioner Marshall** to approve the Revised **2020 Commissioners' Court Schedule**. All voted yes and none no. SEE ATTACHED

No action was taken on Item #Q: Agreement with Texas Department of Transportation (TxDOT) for materials to be used on CR2600 in exchange for use of CR2600 as a temporary detour route during the rebuilding of Dry Creek Bridge on FM 1745.

A motion was made by **Commissioner Marshall** to reimburse the **Tyler County Youth Baseball** for purchase of equipment. The motion was seconded by **Commissioner Hudson**. All voted yes and none no. SEE ATTACHED

Commissioner Marshall motioned to approve the installation of one line per county official's office, if not in place already, for "**plain old telephone system**" (POTS). The motion was

seconded by **Commissioner Sturrock**. An estimated cost needs to be brought to the court prior to the work being done. All voted yes and none no.

Judge Blanchette motioned to approve the enrollment of County Officials and staff for **cybersecurity training** which fulfills Texas Government Code 2054.5191. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

Judge's Courthouse Remediation Update: Kay Timme gave an update as to the remediation. A report of the Veteran's Service Officer was added.

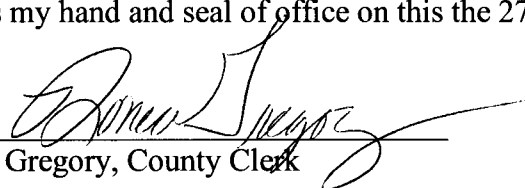
Executive Session was not held.

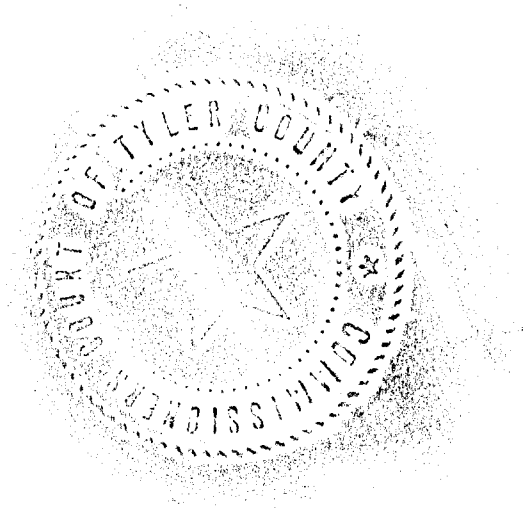
A motion was made by Commissioner Nash and seconded by Commissioner Sturrock that the meeting adjourn. All voted yes.

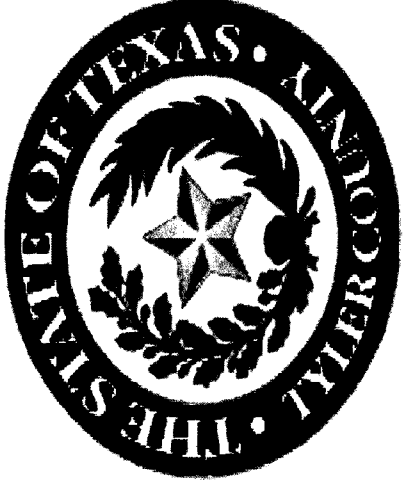
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 11:50 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on December 23, 2019.

Witness my hand and seal of office on this the 27th day of January, 2020.

Attest: 
Donece Gregory, County Clerk





Accounts Payable

November 26, 2019 – December 23, 2019



Tyler County, TX

CHECK REGISTER

By Fund

Payable Dates 11/26/2019 - 12/23/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 010 - GENERAL FUND							
GREGORY, DONECE		11/26/2019	MILEAGE&PERDIEM/VITAL S	010-402-42659		11/26/2019	434.84
GREGORY, DONECE		11/26/2019	MILEAGE&PERDIEM/VITAL S	010-402-42659		11/26/2019	-434.84
BOONE, JIM	135148	11/26/2019	SETX GROUNDWATER CONST	010-401-42233		11/26/2019	491.84
JASPER COUNTY	135155	11/26/2019	OCTOBER 2019/TCSO	010-401-42231		11/26/2019	4,315.74
WALLING SIGNS & GRAPHICS	135164	11/26/2019	TYLCOCL/COCLK	010-401-42158		11/26/2019	25.67
TYLER COUNTY HOSPITAL/IN	135162	11/26/2019	PT#10068922001ABO/TCSO	010-401-42231		11/26/2019	692.66
CRUSE, LYNNETTE/TYLER CO	135149	11/26/2019	MILEAGE&HOTEL REIMB/VG	010-420-42659		11/26/2019	761.73
WALMART COMMUNITY/GE	135168	11/26/2019	5795/JP1	010-411-42100		11/26/2019	492.88
WALMART COMMUNITY/GE	135165	11/26/2019	6806/COAUD	010-401-42178		11/26/2019	23.51
WALMART COMMUNITY/GE	135165	11/26/2019	6806/COAUD	010-422-42100		11/26/2019	43.29
WALMART COMMUNITY/GE	135165	11/26/2019	6806/COAUD	010-453-42310		11/26/2019	168.00
WALMART COMMUNITY/GE	135166	11/26/2019	6913/COJUD	010-421-42100		11/26/2019	20.84
WALMART COMMUNITY/GE	135166	11/26/2019	6913/COJUD	010-442-42106		11/26/2019	276.23
WALMART COMMUNITY/GE	135167	11/26/2019	7807/TCSO	010-426-42100		11/26/2019	305.06
WALMART COMMUNITY/GE	135167	11/26/2019	7807/TCSO	010-427-42108		11/26/2019	146.39
AMG PRINTING & MAILING	135146	11/26/2019	INV.#111347/TAX OFFICE	010-401-42111		11/26/2019	9,290.17
AMG PRINTING & MAILING	135146	11/26/2019	INV.#111347/TAX OFFICE	010-440-42353		11/26/2019	6,790.30
GRAHAM, G.W. PHD.	135153	11/26/2019	PSYC.EVAL./TCSO	010-426-42640		11/26/2019	200.00
DISTRICT 5 TCAAA	135150	11/26/2019	HAY SAMPLING PROB/AG.EX	010-439-42181		11/26/2019	60.00
MEDINA, ADRIENNE	135169	11/26/2019	PERDIEM/VITAL STATISTICS	010-402-42659		11/26/2019	175.00
LEJUNE, DANA	135156	11/26/2019	PERDIEM/VITAL STATISTICS	010-402-42659		11/26/2019	175.00
TYLER COUNTY BOOSTER	135161	11/26/2019	INV.#30326/COAUD	010-401-42616		11/26/2019	123.90
ABLES-LAND, INC.	135145	11/26/2019	INV.#366145-0/JP1	010-411-42100		11/26/2019	556.66
ABLES-LAND, INC.	135145	11/26/2019	INV.#366753-0/JP1	010-411-42100		11/26/2019	19.88
ABLES-LAND, INC.	135145	11/26/2019	INV.#366879-0/JP1	010-411-42100		11/26/2019	252.34
SYSTEM ACCESS	135159	11/26/2019	INV.#468/TCSO	010-440-42353		11/26/2019	325.00
SYSTEM ACCESS	135159	11/26/2019	INV.#469/TCSO	010-440-42353		11/26/2019	650.00
CYPHER COMPUTERS	135170	11/27/2019	INV#0002241/ CO OFFICES	010-440-42353		11/27/2019	260.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-401-42111		11/27/2019	120.18
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-401-42178		11/27/2019	4,132.87
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-401-42233		11/27/2019	99.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-412-42100		11/27/2019	130.62
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-421-42189		11/27/2019	35.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-421-42189		11/27/2019	159.85
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-422-42659		11/27/2019	368.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-426-42400		11/27/2019	32.39
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-426-42413		11/27/2019	28.35

CHECK REGISTER

Payable Dates: 11/26/2019 - 12/23/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-426-42500		11/27/2019	14.99
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-426-42659		11/27/2019	310.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-440-42101		11/27/2019	420.70
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-440-42101		11/27/2019	45.60
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-440-42600		11/27/2019	140.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-442-42412		11/27/2019	3,611.74
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	010-453-43210		11/27/2019	1,439.99
NATIONWIDE RETIREMENT S	135176	12/05/2019	Deferred Comp	010-21300		12/05/2019	62.50
TYLER COUNTY TAX ASSESSO	135178	12/05/2019	Tyler County Property Tax	010-21300		12/05/2019	100.00
US DEPARTMENT OF EDUCAT	135179	12/05/2019	STUDENT LOAN	010-21300		12/05/2019	252.94
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	010-21300		12/05/2019	15,033.64
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	010-21300		12/05/2019	9,687.48
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	010-21300		12/05/2019	3,515.96
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	010-29999		12/04/2019	90,397.24
CYPHER COMPUTERS	135190	12/06/2019	INV#0002244/CO OFFICES	010-440-42353		12/06/2019	585.00
CNA SURETY	135189	12/06/2019	BOND#01205286/COAUD	010-422-42900		12/06/2019	126.00
TYLER TECHNOLOGIES, INC.	135214	12/06/2019	41637/ TREAS.	010-440-42353		12/06/2019	3,244.92
SCOTT MERRIMAN, INC.	135205	12/06/2019	INV#064482/COAUD	010-440-42101		12/06/2019	524.00
JOBE, KELLY	135196	12/06/2019	FOOD CHALL MTG/ HOME E	010-439-42225		12/06/2019	64.15
U.S. POSTAL SERVICE (POSTA	135215	12/06/2019	ACCT # 49892169/COAUD	010-401-42111		12/06/2019	1,200.00
MOORE, JIM JP PCT. 4	135198	12/06/2019	MILEAGE/PER DIEM/JP TRAI	010-414-42661		12/06/2019	382.12
SHIRLEY, J.P.	135207	12/06/2019	ELEC TO DG / COJUD	010-442-42412		12/06/2019	1,012.50
SPARKLETT'S & SIERRA SPRIN	135209	12/06/2019	215493916208490/CO OFFIC	010-440-42350		12/06/2019	11.49
VERBATIM REPORTING & TR	135217	12/06/2019	INV#19-2298/CPS	010-408-42638		12/06/2019	551.61
POUNDS, CHYRL/DISTRICT CL	135180	12/05/2019	JURY MONEY / DSCLK	010-408-42700		12/05/2019	1,440.00
MOORE, JIM JP PCT. 4	135198	12/06/2019	POSTAGE & INVOICE #29409	010-401-42111		12/06/2019	119.00
SKINNER, WADE	135208	12/06/2019	REIMB/UNIFORM	010-426-42150		12/06/2019	204.83
TEXAS DEPT. PARKS & WILDLI	135211	12/06/2019	TICKET#A829073	010-401-48000		12/06/2019	113.05
TYLER COUNTY BOOSTER	135213	12/06/2019	OCT ELECTION NOTICES / CO	010-401-42158		12/06/2019	355.80
PITNEY BOWES GLOBAL FINA	135202	12/06/2019	0010875064/ TC COMPLEX	010-440-42677		12/06/2019	714.00
INDOFF OFFICE SUPPLIES	135195	12/06/2019	186597/VET SRV	010-405-42100		12/06/2019	58.27
OFFICE DEPOT	135200	12/06/2019	62203117/COCLK	010-402-42100		12/06/2019	90.37
OFFICE DEPOT	135201	12/06/2019	62203117/COCLK	010-402-42100		12/06/2019	29.99
FIRST NATIONAL BANK WICH	135230	12/06/2019	64165/TCSO	010-453-49138		12/06/2019	6,846.53
FIRST NATIONAL BANK WICH	135230	12/06/2019	64165/TCSO	010-453-49139		12/06/2019	217.77
FIRST NATIONAL BANK WICH	135228	12/06/2019	ACCT#64166/TCSO	010-453-49138		12/06/2019	6,846.53
FIRST NATIONAL BANK WICH	135228	12/06/2019	ACCT#64166/TCSO	010-453-49139		12/06/2019	217.77
FIRST NATIONAL BANK WICH	135223	12/06/2019	ACCT#64167/TCSO	010-453-49138		12/06/2019	6,959.76
FIRST NATIONAL BANK WICH	135223	12/06/2019	ACCT#64167/TCSO	010-453-49139		12/06/2019	221.38
FIRST NATIONAL BANK WICH	135222	12/06/2019	64168/TCSO	010-453-49138		12/06/2019	6,959.76
FIRST NATIONAL BANK WICH	135222	12/06/2019	64168/TCSO	010-453-49139		12/06/2019	221.38
FIRST NATIONAL BANK WICH	135229	12/06/2019	64169/TCSO	010-453-49138		12/06/2019	6,959.76
FIRST NATIONAL BANK WICH	135229	12/06/2019	64169/TCSO	010-453-49139		12/06/2019	221.38
FIRST NATIONAL BANK WICH	135226	12/06/2019	ACCT#64167/TCSO	010-453-49138		12/06/2019	6,959.76

CHECK REGISTER

Payable Dates: 11/26/2019 - 12/23/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FIRST NATIONAL BANK WICH	135226	12/06/2019	ACCT#64167/TCSO	010-453-49139		12/06/2019	221.38
WEATHERBY, ANALICIA	135218	12/06/2019	INV#646470/COJUD	010-442-42412		12/06/2019	180.00
FIRST NATIONAL BANK WICH	135224	12/06/2019	66551/TCSO	010-453-49138		12/06/2019	6,278.20
FIRST NATIONAL BANK WICH	135224	12/06/2019	66551/TCSO	010-453-49139		12/06/2019	960.85
FIRST NATIONAL BANK WICH	135227	12/06/2019	66853/PCT 2	010-453-49138		12/06/2019	6,202.61
FIRST NATIONAL BANK WICH	135227	12/06/2019	66853/PCT 2	010-453-49139		12/06/2019	949.29
FIRST NATIONAL BANK WICH	135225	12/06/2019	66553/TCSO	010-453-49138		12/06/2019	6,202.61
FIRST NATIONAL BANK WICH	135225	12/06/2019	66553/TCSO	010-453-49139		12/06/2019	949.29
FIRST NATIONAL BANK WICH	135221	12/06/2019	66554/TCSO	010-453-49138		12/06/2019	6,202.61
FIRST NATIONAL BANK WICH	135221	12/06/2019	66554/TCSO	010-453-49139		12/06/2019	949.29
FEDEX	135191	12/06/2019	2212-3061-2/CDA	010-401-42111		12/06/2019	152.60
SYSTEM ACCESS	135210	12/06/2019	INV#A142/ TCSO	010-440-42353		12/06/2019	260.00
SYSTEM ACCESS	135210	12/06/2019	INV#CJ132/COJUD	010-440-42353		12/06/2019	390.00
OFFICE OF THE A.G. CHILD S	DFT0002221	12/05/2019	CS	010-21300		12/05/2019	139.96
OFFICE OF THE A.G. CHILD S	DFT0002222	12/05/2019	CS	010-21300		12/05/2019	151.96
TYLER COUNTY PAYROLL	135219	12/05/2019	FICA	010-21300		12/05/2019	53.70
TYLER COUNTY PAYROLL	135219	12/05/2019	Federal Withholding	010-21300		12/05/2019	25.66
TYLER COUNTY PAYROLL	135219	12/05/2019	Medicare	010-21300		12/05/2019	12.56
TYLER COUNTY PAYROLL	135220	12/05/2019	PAYROLL TRANSFER	010-29999		12/05/2019	343.95
NEW WAVE COMMUNICATIO	135238	12/06/2019	127500668/TAX	010-440-42350		12/06/2019	133.98
CITY OF WOODVILLE	135236	12/06/2019	00001903/COCLK	010-442-42516		12/06/2019	34.00
CITY OF WOODVILLE	135236	12/06/2019	00002592/ ANNEX 2	010-442-42515		12/06/2019	183.71
CITY OF WOODVILLE	135236	12/06/2019	00002804	010-442-42515		12/06/2019	91.23
CITY OF WOODVILLE	135236	12/06/2019	01024002/ TAX	010-442-42517		12/06/2019	172.72
CITY OF WOODVILLE	135236	12/06/2019	05119001/ JUSTICE CENTER	010-442-42511		12/06/2019	2,361.72
CITY OF WOODVILLE	135236	12/06/2019	07152002/ CDA	010-442-42515		12/06/2019	201.41
A T & T - 019 DATA PROC.	135233	12/06/2019	5989/TAX OFFICE	010-440-42350		12/06/2019	30.42
A T & T - 019 DATA PROC.	135232	12/06/2019	7328/CO OFFICES	010-440-42350		12/06/2019	1,094.95
NEW WAVE COMMUNICATIO	135239	12/06/2019	127316123/TCSO	010-440-42350		12/06/2019	164.73
VERIZON WIRELESS	135246	12/06/2019	3400-00001/ TCSO	010-426-42500		12/06/2019	737.24
VERIZON WIRELESS	135243	12/06/2019	203300002/JP4	010-414-42500		12/06/2019	26.20
VERIZON WIRELESS	135245	12/06/2019	1963-00001	010-419-42500		12/06/2019	80.26
VERIZON WIRELESS	135245	12/06/2019	1963-00001	010-440-42101		12/06/2019	161.52
VERIZON WIRELESS	135245	12/06/2019	1963-00001	010-440-42677		12/06/2019	80.28
ROGERS, CHRIS	135263	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	210.00
GARESS, AARON	135256	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	170.00
BOSTICK, JOHNNY	135252	12/09/2019	GRAND JURY 7/1-12/19	010-408-42689		12/09/2019	210.00
DRAKE, CHAILLE	135255	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	210.00
CHERRY, DWIGHT	135253	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	10.00
PHILLIPS, DAVID	135262	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	210.00
KNOX, KELLY	135261	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	210.00
STAGGS, LARRY	135266	12/09/2019	GRAND JURY	010-408-42689		12/09/2019	210.00
HOOKS, MITCHELL	135257	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	210.00
HOOKS, PATRICIA	135258	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	130.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
DEROUEN, RODNEY	135254	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	90.00
KILLINGSWORTH, RACHEL	135260	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	50.00
ABSTON, SANDRA	135251	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	170.00
KERR, SUSAN	135259	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	50.00
SHARUM, SHERI	135265	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	170.00
ROMERO, WENDY	135264	12/09/2019	GRAND JURY 07/19-12/19	010-408-42689		12/09/2019	170.00
PITNEY BOWES GLOBAL FINA	135341	12/13/2019	00167222121/COAUD	010-401-42111		12/13/2019	425.28
A-1 WRECKER SERVICE - REB	135271	12/13/2019	INV#034232/TCSO	010-426-42413		12/13/2019	75.00
AFFORDABLE AIR CONDITIO	135274	12/13/2019	INV#1087/MAINT	010-442-42412		12/13/2019	1,600.00
PARKER'S BUILDING SUPPLY -	135338	12/13/2019	11760/PCT.2	010-427-42108		12/13/2019	238.67
POLK COUNTY SHERIFF'S OFF	135346	12/13/2019	NOV 2019/TCSO	010-401-42231		12/13/2019	6,400.00
TRANS UNION RISK AND ALT	135372	12/13/2019	3859100/TCSO	010-440-42350		12/13/2019	164.81
JASPER COUNTY	135317	12/13/2019	NOVEMBER 2019/TCSO	010-401-42231		12/13/2019	2,760.00
A T & T PHONES - ATLANTA,	135268	12/13/2019	4545/ DPS & VET SRV	010-440-42350		12/13/2019	126.00
TYLER COUNTY HOSPITAL/IN	135375	12/13/2019	PT#10069374001ABO/TCSO	010-401-42231		12/13/2019	1,757.01
WALLING SIGNS & GRAPHICS	135383	12/13/2019	TYCOSH/TCSO	010-453-43600		12/13/2019	560.00
LAKEWAY TIRE & SERVICE-JA	135320	12/13/2019	1063/TCSO	010-426-42400		12/13/2019	90.85
LAKEWAY TIRE & SERVICE-JA	135320	12/13/2019	1063/TCSO	010-426-42401		12/13/2019	1,905.00
LAKEWAY TIRE & SERVICE-JA	135320	12/13/2019	1063/TCSO	010-426-42413		12/13/2019	14.00
U PUMP IT - GARDNER OIL	135376	12/13/2019	1910/MAINT	010-442-42400		12/13/2019	162.32
GARDNER OIL, INC.	135305	12/13/2019	1643/TCSO	010-426-42400		12/13/2019	130.74
U PUMP IT - GARDNER OIL	135376	12/13/2019	1920/TCSO	010-426-42400		12/13/2019	5,778.12
PARKER'S BUILDING SUPPLY -	135338	12/13/2019	22725/COJUD	010-442-42412		12/13/2019	201.38
TIMBERMAN'S SUPPLY	135369	12/13/2019	12032/MAINT	010-442-42412		12/13/2019	44.90
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	010-401-42500		12/13/2019	2,766.25
ABLES-LAND, INC.	135272	12/13/2019	INV.#112593-0/JP.1	010-453-43210		12/13/2019	305.89
ULINE	135377	12/13/2019	13790064/ MAINT	010-442-42106		12/13/2019	96.88
SHEFFIELD LANDSCAPING	135361	12/13/2019	INV#1176/COJUD	010-442-42412		12/13/2019	1,316.00
TYLER COUNTY HOSPITAL	135374	12/13/2019	1982/TCSO	010-426-42640		12/13/2019	46.20
TYLER COUNTY HOSPITAL	135374	12/13/2019	0977/ PCT 2	010-401-48000		12/13/2019	46.20
PATE'S COLLISION	135339	12/13/2019	REPAIR 2018 TAHOE/TCSO	010-426-42413		12/13/2019	5,736.85
NEW WAVE COMMUNICATIO	135334	12/13/2019	126541762/ COAUD	010-440-42350		12/13/2019	863.95
LEJUNE, DANA	135323	12/13/2019	HOTEL REIMB./VITAL STAT. C	010-402-42659		12/13/2019	379.85
COLEMAN'S FAMILY MORTU	135288	12/13/2019	ROTATION CALL/JP.4	010-401-42643		12/13/2019	250.00
LARRY TREST AUTOS	135321	12/13/2019	12-4-19/MANT.	010-442-42413		12/13/2019	60.75
LEJUNE, DANA	135323	12/13/2019	MILEAGE/VITAL STAT. CONF.	010-402-42659		12/13/2019	279.27
NATIONAL SHERIFFS' ASSOCI	135332	12/13/2019	ID#271939/TCSO	010-401-48000		12/13/2019	129.00
WIGLEY, DELORES	135384	12/13/2019	HEM UNIFORM PANTS/MAIN	010-442-42150		12/13/2019	20.00
WRIGHT, RUSSELL J.	135386	12/13/2019	CAUSE NO 12283 GLM	010-408-42634		12/13/2019	400.00
SYNOVIA SOLUTIONS LLC	135366	12/13/2019	INV#123703/TCSO	010-426-42500		12/13/2019	673.00
ENTERGY	135300	12/13/2019	137147179/COCLK	010-442-42516		12/13/2019	23.32
VOTACALL, INC.	135382	12/13/2019	INV#129453/ TAX	010-420-42500		12/13/2019	63.00
WRIGHT, RUSSELL J.	135386	12/13/2019	CAUSE NO 13269	010-408-42634		12/13/2019	400.00
WRIGHT, RUSSELL J.	135386	12/13/2019	CAUSE NO 13404 &13604 BA	010-408-42634		12/13/2019	600.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CUMMINS	135292	12/13/2019	50308/TAX	010-440-42350		12/13/2019	564.00
FMMS HOLDINGS OF TEXAS,	135303	12/13/2019	TYLER - MOORE TX / JP 4	010-401-42643		12/13/2019	2,000.00
FMMS HOLDINGS OF TEXAS,	135303	12/13/2019	INV.#14343/JP.4	010-401-42643		12/13/2019	2,000.00
O'REILLY AUTOMOTIVE, INC.	135337	12/13/2019	1634576/MAINT	010-442-42413		12/13/2019	102.75
ENTERGY	135300	12/13/2019	139081103/COCLK	010-442-42516		12/13/2019	563.92
CRUSE, LYNNETTE/TYLER CO	135291	12/13/2019	ONLINE ETHICS COUSE / TAX	010-426-42659		12/13/2019	30.00
LEAL-HUDSON , RACHEL ATTY	135322	12/13/2019	CAUSE NO. 24,908	010-408-42634		12/13/2019	1,132.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24272 / CPS	010-408-42637		12/13/2019	67.50
BYTHEWOOD LEGAL SERVICE	135282	12/13/2019	CAUSE NO 24385/CPS	010-408-42637		12/13/2019	56.25
MCPHERSON, MICHELLE	135328	12/13/2019	CAUSE NO 24515/ CPS	010-408-42637		12/13/2019	397.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24515/ CPS	010-408-42637		12/13/2019	135.00
ADVANCED SYSTEMS & ALAR	135273	12/13/2019	7488/COCLK	010-442-42411		12/13/2019	70.00
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24698/ CPS	010-408-42637		12/13/2019	262.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24772/ CPS	010-408-42637		12/13/2019	255.00
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 24779/ CPS	010-408-42637		12/13/2019	243.75
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24779/ CPS	010-408-42637		12/13/2019	157.50
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 24785/ CPS	010-408-42637		12/13/2019	262.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24792/ CPS	010-408-42637		12/13/2019	82.50
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 24894/CPS	010-408-42637		12/13/2019	195.00
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 24897	010-408-42637		12/13/2019	150.00
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24897/ CPS	010-408-42637		12/13/2019	165.00
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24939/CPS	010-408-42637		12/13/2019	397.50
BYTHEWOOD LEGAL SERVICE	135282	12/13/2019	CAUSE NO 24939/CPS	010-408-42637		12/13/2019	450.00
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 24939/ CPS	010-408-42637		12/13/2019	383.74
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 24992/CPS	010-408-42637		12/13/2019	180.00
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO. 25,000/CPS	010-408-42637		12/13/2019	82.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO. 25,045/CPS	010-408-42637		12/13/2019	127.50
BYTHEWOOD LEGAL SERVICE	135282	12/13/2019	CAUE NO 25004/ CPS	010-408-42637		12/13/2019	150.00
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 25034/ CPS	010-408-42637		12/13/2019	383.74
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 25096/ CPS	010-408-42637		12/13/2019	255.00
BYTHEWOOD LEGAL SERVICE	135282	12/13/2019	CAUSE NO 25096/CPS	010-408-42637		12/13/2019	56.25
BYTHEWOOD LEGAL SERVICE	135282	12/13/2019	CAUSE NO 25100/ CPS	010-408-42637		12/13/2019	187.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 25114/ CPS	010-408-42637		12/13/2019	217.50
MANN, ROBERT H. ATTY.	135327	12/13/2019	CAUSE NO 25133/ CPS	010-408-42637		12/13/2019	112.50
HOLLIER, BONNIE	135309	12/13/2019	CAUSE NO 25144/ CPS	010-408-42637		12/13/2019	187.50
ENTERGY	135300	12/13/2019	138706940/VENDORS	010-442-42515		12/13/2019	17.43
REYNOLDS, TONY	135354	12/13/2019	REIMB./CONST.PCT.3	010-413-42661		12/13/2019	890.20
MOORE, JIM JP PCT. 4	135330	12/13/2019	REIMB OFFICE SUPPLIES / JP	010-414-42100		12/13/2019	242.52
TX. PARKS & WILDLIFE - BIG	135373	12/13/2019	TICKET#A1021577/GAME W	010-401-48000		12/13/2019	76.50
RELIABLE COURT REPORTING	135353	12/13/2019	INV#29LK1113/COJUD	010-415-42635		12/13/2019	394.24
QUILL CORPORATION	135349	12/13/2019	5421407/DPS	010-430-42100		12/13/2019	85.19
ELLIOTT ELECTRIC SUPPLY, IN	135299	12/13/2019	3223109/COJUD	010-442-42412		12/13/2019	54.00
PITNEY BOWES GLOBAL FINA	135344	12/13/2019	0012179042/TCSO	010-401-42111		12/13/2019	354.00
PITNEY BOWES GLOBAL FINA	135342	12/13/2019	0012179042/TCSO	010-401-42111		12/13/2019	354.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PITNEY BOWES GLOBAL FINA	135340	12/13/2019	0012179042/TC SO	010-401-42111		12/13/2019	354.00
INDOFF OFFICE SUPPLIES	135313	12/13/2019	187474/DSCLK	010-407-42100		12/13/2019	159.90
PITNEY BOWES GLOBAL FINA	135345	12/13/2019	0012933208/COCLK	010-440-42677		12/13/2019	390.00
PITNEY BOWES GLOBAL FINA	135343	12/13/2019	0010875064/TC COMPLEX	010-440-42677		12/13/2019	666.00
INDOFF OFFICE SUPPLIES	135313	12/13/2019	187474/DSCLK	010-407-42100		12/13/2019	285.80
INDOFF OFFICE SUPPLIES	135313	12/13/2019	185596/CDA	010-419-42100		12/13/2019	16.95
INDOFF OFFICE SUPPLIES	135313	12/13/2019	183748/ MAINT	010-442-42106		12/13/2019	14.99
INDOFF OFFICE SUPPLIES	135313	12/13/2019	185084/TAX	010-440-42101		12/13/2019	194.75
INDOFF OFFICE SUPPLIES	135313	12/13/2019	185996/CDA	010-419-42100		12/13/2019	66.51
BEN E.KEITH FOODS	135277	12/13/2019	781863/TC SO	010-427-42157		12/13/2019	4,327.90
ABLES-LAND, INC.	135272	12/13/2019	INV.#367179-0/TC SO	010-426-42100		12/13/2019	16.26
ABLES-LAND, INC.	135272	12/13/2019	INV.#367179-0/TC SO	010-453-43210		12/13/2019	773.07
DIRECTV	135296	12/13/2019	03553511/ EOC & DPS	010-440-42350		12/13/2019	159.98
ENTERGY	135300	12/13/2019	140145467/TC COMPLEX	010-442-42515		12/13/2019	826.49
BJ TRANSPORT SERVICE, INC.	135279	12/13/2019	INV#3751/ JP4	010-401-42643		12/13/2019	225.00
OFFICE DEPOT	135336	12/13/2019	62203117/COCLK	010-401-42158		12/13/2019	21.96
OFFICE DEPOT	135335	12/13/2019	62203117/ COCLK	010-402-42100		12/13/2019	15.99
SYSTEM ACCESS	135367	12/13/2019	INV#470/471-TC SO	010-440-42353		12/13/2019	130.00
DIRECT SOLUTIONS	135295	12/13/2019	INV#49185/TC SO	010-427-42108		12/13/2019	482.50
INNOVATIVE LEASING	135314	12/13/2019	603-0130197-000/ TAX	010-440-42677		12/13/2019	867.99
A-1 NATIONAL FIRE CO.	135270	12/13/2019	TYLERCO36A/TCCH	010-442-42412		12/13/2019	411.55
TOLAR'S FEED & OUTDOOR S	135371	12/13/2019	INV.#634995/TC SO	010-426-42656		12/13/2019	11.95
TEXAS DOCUMENT SOLUTIO	135368	12/13/2019	997956/DSCLK	010-440-42350		12/13/2019	209.96
VANCE'S A/C & HEATING	135379	12/13/2019	INV.#677516/DSCLK	010-442-42412		12/13/2019	3,179.98
CLINICAL SOLUTIONS	135285	12/13/2019	INV.#68490/TC SO	010-401-42231		12/13/2019	640.44
INDIGENT HEALTHCARE SOL	135312	12/13/2019	INV#68989/COAUD	010-440-42350		12/13/2019	1,059.00
ENTERGY	135300	12/13/2019	135552545/TC SO	010-442-42511		12/13/2019	17.43
SPIVEY, JACOB	135364	12/13/2019	REIMB FOR TRAVEL , DEMO	010-401-42111		12/13/2019	69.70
SPIVEY, JACOB	135364	12/13/2019	REIMB FOR TRAVEL , DEMO	010-439-42181		12/13/2019	101.20
SPIVEY, JACOB	135364	12/13/2019	REIMB FOR TRAVEL , DEMO	010-439-42224		12/13/2019	985.78
VERIZON WIRELESS	135380	12/13/2019	3400-00002/ TREAS	010-440-42350		12/13/2019	37.99
SOUTHERN HEALTH PARTNE	135363	12/13/2019	TYL-7353/TC SO	010-401-42231		12/13/2019	6,858.32
SAM'S CLUB (SAN ANTONIO)	135357	12/13/2019	MEMB#3410661497701/ AU	010-401-42178		12/13/2019	165.00
CYPHER COMPUTERS	135293	12/13/2019	INV#0002247/ CO OFFICES	010-440-42353		12/13/2019	539.00
CHESTER VOLUNTEER FIRE D	135284	12/13/2019	Monthly Allowance	010-401-42701		12/13/2019	150.00
SHADY GROVE VOLUNTEER F	135360	12/13/2019	Monthly Allowance	010-401-42701		12/13/2019	150.00
WOODVILLE VOLUNTEER FIR	135385	12/13/2019	Monthly Allowance	010-401-42701		12/13/2019	150.00
RIVER CITY SUPPLY, LLC	135355	12/13/2019	INV.#102819-G/TC SO	010-426-42100		12/13/2019	1,432.60
GT DISTRIBUTORS, INC.	135308	12/13/2019	003939/TC SO	010-426-42100		12/13/2019	126.75
GT DISTRIBUTORS, INC.	135308	12/13/2019	003939/TC SO	010-426-42150		12/13/2019	1,098.10
GT DISTRIBUTORS, INC.	135308	12/13/2019	003939/TC SO	010-426-42100		12/13/2019	178.45
GT DISTRIBUTORS, INC.	135308	12/13/2019	003939/TC SO	010-426-42100		12/13/2019	62.95
GT DISTRIBUTORS, INC.	135308	12/13/2019	003939/TC SO	010-426-42182		12/13/2019	2,716.35
SULLIVAN'S HARDWARE	135365	12/13/2019	NOV 2019 / MAINT.	010-442-42412		12/13/2019	199.79

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GREASE MONKEY	135307	12/13/2019	TYCOSHERF/TCSO	010-426-42400		12/13/2019	313.95
MODICA BROS.	135329	12/13/2019	NOV.2019/TCSO	010-426-42400		12/13/2019	217.79
MODICA BROS.	135329	12/13/2019	NOV.2019/TCSO	010-426-42401		12/13/2019	766.98
CANDY CLEANERS	135283	12/13/2019	NOV.2019/TCSO	010-427-42150		12/13/2019	229.67
BROOKSHIRE BRO. FOOD & P	135280	12/13/2019	18005/TCSO	010-427-42157		12/13/2019	138.00
WALLING SIGNS & GRAPHICS	135383	12/13/2019	TYCOJU/ CO JUD	010-420-42150		12/13/2019	255.00
COUNTY INFORMATION RES	135290	12/13/2019	INV#SOP011644/COJUD	010-440-42600		12/13/2019	309.00
G & G LOCK AND SAFE CO.	135304	12/13/2019	INV.#T24791/COURTHOUSE	010-442-42412		12/13/2019	536.37
ICS JAIL SUPPLIES INC.	135311	12/13/2019	75979SD/TCSO	010-427-42108		12/13/2019	188.94
ENTERGY	135267	12/13/2019	133941435/COURTHOUSE	010-442-42515		12/13/2019	1,180.41
ENTERGY	135267	12/13/2019	133941435/TCSO	010-442-42511		12/13/2019	48.57
ENTERGY	135267	12/13/2019	133941435/COURTHOUSE	010-442-42515		12/13/2019	990.66
ENTERGY	135267	12/13/2019	133941435/JUSTICE CENTER	010-442-42511		12/13/2019	2,716.65
ENTERGY	135267	12/13/2019	133941435/TAX OFFICE	010-442-42517		12/13/2019	310.79
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	010-21320		12/05/2019	16,559.03
TEXAS COUNTY & DISTRICT R	DFT0002224	12/05/2019	Tyler County, TX Retirement	010-21320		12/05/2019	57.03
Fund 010 - GENERAL FUND Total:							355,691.04
Fund: 021 - ROAD & BRIDGE I							
ARD, MELINDA	135147	11/26/2019	INV.#935126/PCT1	021-000-42998		11/26/2019	200.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	021-000-42425		11/27/2019	89.83
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	021-21300		12/05/2019	1,460.04
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	021-21300		12/05/2019	1,036.84
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	021-21300		12/05/2019	341.46
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	021-29999		12/04/2019	8,788.83
ROBBINS HEAVY HAUL	135204	12/06/2019	PCT 3 /	021-000-42425		12/06/2019	400.00
SENECA WATER SUPPLY CORP	135241	12/06/2019	166/ PCT 1 BARN	021-000-42510		12/06/2019	41.21
VERIZON WIRELESS	135247	12/06/2019	6997-00002/ PCT 1	021-000-42500		12/06/2019	142.10
WALLING SIGNS & GRAPHICS	135383	12/13/2019	TYCO PCT/ PCT 1	021-000-42998		12/13/2019	3.00
O'REILLY AUTOMOTIVE, INC.	135337	12/13/2019	591681/PCT1	021-000-42425		12/13/2019	101.16
TIMBERMAN'S SUPPLY	135369	12/13/2019	12023/PCT.1	021-000-42425		12/13/2019	247.39
GARDNER OIL, INC.	135305	12/13/2019	638/PCT.1	021-000-42400		12/13/2019	1,634.10
U PUMP IT - GARDNER OIL	135376	12/13/2019	1914/PCT.1	021-000-42400		12/13/2019	475.86
PARKER'S BUILDING SUPPLY -	135338	12/13/2019	22700/PCT.1	021-000-42425		12/13/2019	71.96
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	021-000-42500		12/13/2019	9.44
FELLOWSHIP CHURCH WOO	135301	12/13/2019	PURCHASE OF 1.150 ACRES	021-000-43200		12/13/2019	9,775.00
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	021-21320		12/05/2019	1,597.41
Fund 021 - ROAD & BRIDGE I Total:							26,415.63
Fund: 022 - ROAD & BRIDGE II							
FOXWORTH SERVICE CO., LLC	135152	11/26/2019	INV.#262153/PCT2	022-000-42998		11/26/2019	2,687.50
UNIFIRST HOLDING, INC.	135163	11/26/2019	1526777/PCT2	022-000-42150		11/26/2019	61.83
ARD, MELINDA	135147	11/26/2019	INV.#935127/PCT2	022-000-42998		11/26/2019	125.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	022-000-42659		11/27/2019	722.60
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	022-000-42998		11/27/2019	1,932.21

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	022-21300		12/05/2019	1,211.72
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	022-21300		12/05/2019	829.57
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	022-21300		12/05/2019	283.42
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	022-29999		12/04/2019	7,356.03
REYNOLDS, JOHN	135203	12/06/2019	12-3-19 PCT2	022-000-42425		12/06/2019	200.00
FIRST NATIONAL BANK WICH	135231	12/06/2019	66853/PCT 2	022-000-44100		12/06/2019	19,776.47
FIRST NATIONAL BANK WICH	135231	12/06/2019	66853/PCT 2	022-000-44200		12/06/2019	9,033.16
UNIFIRST HOLDING, INC.	135216	12/06/2019	1526777/PCT2	022-000-42150		12/06/2019	61.83
SYSTEM ACCESS	135210	12/06/2019	INV#C208/PCT2	022-000-42425		12/06/2019	300.00
CHESTER GAS SYSTEM	135234	12/06/2019	134 / PCT 2 BARN	022-000-42510		12/06/2019	32.75
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	1833151/ PCT 2	022-000-42510		12/06/2019	97.47
CHESTER WATER SUPPLY CO	135235	12/06/2019	31/ PCT 2 BARN	022-000-42510		12/06/2019	20.10
EASTEX TELEPHONE COOP., I	135237	12/06/2019	2645/PCT 2	022-000-42500		12/06/2019	40.78
VERIZON WIRELESS	135245	12/06/2019	1963-00001	022-000-42510		12/06/2019	120.39
GEO. P. BANE, INC.	135306	12/13/2019	91529M/PCT.2	022-000-43200		12/13/2019	2,504.22
LOCAL SANITATION, LLC	135325	12/13/2019	2015/PCT.2	022-000-42510		12/13/2019	60.00
TIMBERMAN'S SUPPLY	135369	12/13/2019	12024/PCT.2	022-000-42400		12/13/2019	302.31
TIMBERMAN'S SUPPLY	135369	12/13/2019	12024/PCT.2	022-000-42425		12/13/2019	498.05
TIMBERMAN'S SUPPLY	135369	12/13/2019	12024/PCT.2	022-000-42998		12/13/2019	213.53
GARDNER OIL, INC.	135305	12/13/2019	1639/PCT.2	022-000-42400		12/13/2019	2,607.40
U PUMP IT - GARDNER OIL	135376	12/13/2019	1918/PCT.2	022-000-42400		12/13/2019	909.52
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	022-000-42500		12/13/2019	9.43
ROBBINS HEAVY HAUL	135356	12/13/2019	MAINTAINER DELIVERY/PCT.	022-000-42425		12/13/2019	400.00
DMC WEAR PARTS LLC	135297	12/13/2019	INV.#2111/PCT.2	022-000-42425		12/13/2019	1,781.60
JACK ALEXANDER, LTD.	135316	12/13/2019	TYLCO2/PCT.2	022-000-42160		12/13/2019	365.40
COASTAL WELDING SUPPLY	135287	12/13/2019	30355/PCT 2	022-000-42425		12/13/2019	115.50
UNIFIRST HOLDING, INC.	135378	12/13/2019	1526777/PCT.2	022-000-42150		12/13/2019	61.83
EAST TEXAS ASPHALT CO.	135298	12/13/2019	TRC1/ PCT2	022-000-42160		12/13/2019	1,289.28
POWERPLAN	135347	12/13/2019	87001-13258/PCT.2	022-000-42425		12/13/2019	5,965.01
MODICA BROS.	135329	12/13/2019	NOV.2019/PCT.2	022-000-42401		12/13/2019	921.36
MODICA BROS.	135329	12/13/2019	NOV.2019/PCT.2	022-000-42425		12/13/2019	37.95
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	022-21320		12/05/2019	1,299.14
						Fund 022 - ROAD & BRIDGE II Total:	64,234.36

Fund: 023 - ROAD & BRIDGE III

TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	023-21300		12/05/2019	2,059.80
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	023-21300		12/05/2019	1,032.50
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	023-21300		12/05/2019	481.78
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	023-29999		12/04/2019	12,993.32
WINDSTREAM	135248	12/06/2019	125059843/PCT 3	023-000-42500		12/06/2019	179.92
VERIZON WIRELESS	135244	12/06/2019	6997-00003/ PCT 3	023-000-42500		12/06/2019	110.95
JERRY'S SAW SHOP	135318	12/13/2019	INV#049659/ PCT 3	023-000-42425		12/13/2019	77.90
LOCAL SANITATION, LLC	135325	12/13/2019	3299/PCT 3	023-000-42510		12/13/2019	60.00
BILLY WILLIAMS TRUCKING	135278	12/13/2019	OCT 2019 / PCT 3	023-000-42160		12/13/2019	1,144.67

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PARKER'S BUILDING SUPPLY -	135338	12/13/2019	22710/ PCT 3	023-000-42998		12/13/2019	28.78
SEXTON, MATTIE M.	135359	12/13/2019	NOV.2019/PCT.3	023-000-42998		12/13/2019	45.00
LAKEWAY TIRE & SERVICE-JA	135320	12/13/2019	917/PCT 3	023-000-42401		12/13/2019	203.35
GARDNER OIL, INC.	135305	12/13/2019	1640/PCT.3	023-000-42400		12/13/2019	2,813.88
TIMBERMAN'S SUPPLY	135369	12/13/2019	12025/ PCT 3	023-000-42425		12/13/2019	344.99
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	023-000-42500		12/13/2019	9.43
SEXTON, MATTIE M.	135359	12/13/2019	DEC.2019/PCT.3	023-000-42998		12/13/2019	45.00
O'REILLY AUTOMOTIVE, INC.	135337	12/13/2019	594754/PCT 3	023-000-42425		12/13/2019	9.99
DEBBIE'S HARDWARE	135294	12/13/2019	INV#16554/PCT.3	023-000-42425		12/13/2019	31.97
POWERPLAN/DOGGETT MA	135348	12/13/2019	8850494392/ PCT 3	023-000-42425		12/13/2019	4,787.86
ENTERGY	135267	12/13/2019	133941435/PCT.3	023-000-42510		12/13/2019	214.51
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	023-21320		12/05/2019	2,069.72
Fund 023 - ROAD & BRIDGE III Total:							28,745.32

Fund: 024 - ROAD & BRIDGE IV

TOLUNAY-WONG ENGINEERS	135160	11/26/2019	6066/PCT 4	024-000-42998		11/26/2019	280.00
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	024-000-42659		11/27/2019	260.00
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	024-21300		12/05/2019	1,459.58
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	024-21300		12/05/2019	856.84
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	024-21300		12/05/2019	341.36
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	024-29999		12/04/2019	8,920.28
HUDSON, CHARLES	135194	12/06/2019	MILEAGE / TEXAS A&M AGRI	024-000-42659		12/06/2019	102.08
TYLER COUNTY WATER SUPP	135242	12/06/2019	00583/PCT 4 BARN	024-000-42510		12/06/2019	31.81
LOCAL SANITATION, LLC	135325	12/13/2019	3365/PCT.4BARN	024-000-42510		12/13/2019	55.00
COASTAL WELDING SUPPLY	135286	12/13/2019	01061/PCT.4	024-000-42425		12/13/2019	54.00
GARDNER OIL, INC.	135305	12/13/2019	1641/PCT.4	024-000-42400		12/13/2019	2,374.31
U PUMP IT - GARDNER OIL	135376	12/13/2019	1916/PCT.4	024-000-42400		12/13/2019	171.25
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	024-000-42500		12/13/2019	9.43
LAKE COUNTRY CHEVROLET,I	135319	12/13/2019	INV.#124844/PCT.4	024-000-42425		12/13/2019	107.36
HOLLIS TIRE CO., INC.	135310	12/13/2019	T122/PCT.4	024-000-42401		12/13/2019	453.30
MOTT WHOLESALE, INC.	135331	12/13/2019	INV#465129/PCT.4	024-000-42425		12/13/2019	649.79
R & L TRUCK & EQUIPMENT	135352	12/13/2019	REPAIR/PCT.4	024-000-42425		12/13/2019	1,304.05
VERIZON WIRELESS	135381	12/13/2019	5093-00001/J.P.4	024-000-42500		12/13/2019	26.58
INTERSTATE BILLING SERVICE	135315	12/13/2019	120677/PCT.4	024-000-42425		12/13/2019	445.32
ENTERGY	135267	12/13/2019	133941435/PCT1	024-000-42510		12/13/2019	106.90
ENTERGY	135267	12/13/2019	133941435/PCT. 4 BARN	024-000-42510		12/13/2019	40.97
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	024-21320		12/05/2019	1,549.19
Fund 024 - ROAD & BRIDGE IV Total:							19,599.40

Fund: 025 - TYLER CO AIRPORT

ARD, MELINDA	135147	11/26/2019	11-13-19/AIRPORT	025-000-42410		11/26/2019	40.00
ARD, MELINDA	135147	11/26/2019	11-27-19/AIRPORT	025-000-42410		11/26/2019	40.00
CITY OF WOODVILLE	135236	12/06/2019	00002090/AIRPORT	025-000-42510		12/06/2019	25.00
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	2708881/ AIRPORT	025-000-42510		12/06/2019	20.50
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	2782325	025-000-42510		12/06/2019	26.26

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	342683/AIRPORT	025-000-42510		12/06/2019	51.34
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	35055/AIRPORT	025-000-42510		12/06/2019	72.72
Fund 025 - TYLER CO AIRPORT Total:							275.82
Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND							
CITY OF WOODVILLE	135236	12/06/2019	00002496/ RODEO ARENA	026-000-42510		12/06/2019	3.74
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	1313576/ RODEO ARENA	026-000-42510		12/06/2019	30.70
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	140061/ RODEO ARENA	026-000-42510		12/06/2019	77.89
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	1807510/ RODEO ARENA	026-000-42510		12/06/2019	20.50
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	1807528/ RODEO ARENA	026-000-42510		12/06/2019	20.50
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	RODEO ARENA	026-000-42510		12/06/2019	32.29
SAM HOUSTON ELECTRIC CO	135240	12/06/2019	55988/ RODEO ARENA	026-000-42510		12/06/2019	51.10
PARKER'S BUILDING SUPPLY -	135338	12/13/2019	22705/RODEO ARENA	026-000-42410		12/13/2019	100.57
Fund 026 - TYLER CO. RODEO ARENA/FAIRGRND Total:							337.29
Fund: 031 - COUNTY CLERK RMP							
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	031-21300		12/05/2019	79.36
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	031-21300		12/05/2019	22.58
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	031-21300		12/05/2019	18.56
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	031-29999		12/04/2019	523.66
SCOTT MERRIMAN, INC.	135358	12/13/2019	INV#064266/CO CLK	031-000-42191		12/13/2019	433.00
NET DATA CORP.	135333	12/13/2019	INV#ND-001103/COCLK	031-000-42191		12/13/2019	3,000.00
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	031-21320		12/05/2019	84.29
Fund 031 - COUNTY CLERK RMP Total:							4,161.45
Fund: 034 - DISTRICT CLERK RMP							
INDOFF OFFICE SUPPLIES	135313	12/13/2019	187474/DSCLK	034-000-48000		12/13/2019	599.99
Fund 034 - DISTRICT CLERK RMP Total:							599.99
Fund: 036 - LIBRARY FUND							
THOMSON REUTERS - WEST	135212	12/06/2019	1000705398/CDA	036-000-48007		12/06/2019	612.00
THOMSON REUTERS - WEST	135212	12/06/2019	1000705398/CDA	036-000-48007		12/06/2019	854.30
THOMSON REUTERS - WEST	135212	12/06/2019	1000705398/CDA	036-000-48007		12/06/2019	367.50
THOMSON REUTERS - WEST	135212	12/06/2019	1000705398/CDA	036-000-48007		12/06/2019	905.42
LEXIS NEXIS	135324	12/13/2019	422MOPTRMW/COJUD	036-000-48007		12/13/2019	333.66
Fund 036 - LIBRARY FUND Total:							3,072.88
Fund: 037 - T C COLLECTION CENTER							
LOCAL SANITATION, LLC	135197	12/06/2019	3565/TCSO	037-000-42998		12/06/2019	5.00
Fund 037 - T C COLLECTION CENTER Total:							5.00
Fund: 044 - COURTHOUSE SECURITY							
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	044-21300		12/05/2019	130.78
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	044-21300		12/05/2019	122.89
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	044-21300		12/05/2019	30.58
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	044-29999		12/04/2019	778.83

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	044-21320		12/05/2019	135.86
Fund 044 - COURTHOUSE SECURITY Total:							1,198.94
Fund: 049 - C D A TRUST							
BROOKSHIRE BROTHERS/RES	135281	12/13/2019	RESTITUTION/CDA	049-000-42908		12/13/2019	65.00
BROOKSHIRE BROTHERS/RES	135281	12/13/2019	RESTITUTION/CDA	049-000-42908		12/13/2019	51.37
Fund 049 - C D A TRUST Total:							116.37
Fund: 053 - ADULT PROBATION							
OWENS,CATINA	135157	11/26/2019	MILEAGE&PERDIEM/CSCD	053-461-42664		11/26/2019	458.94
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	053-000-42104		11/27/2019	31.17
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	053-000-42664		11/27/2019	355.35
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	053-461-42664		11/27/2019	110.03
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	053-21300		12/05/2019	1,009.06
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	053-21300		12/05/2019	375.80
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	053-21300		12/05/2019	235.98
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	053-29999		12/04/2019	6,496.22
ASTERIS, MARK	135276	12/13/2019	NOV 2019/CSCD	053-461-42647		12/13/2019	125.00
SMARTOX	135362	12/13/2019	INV#15052/CSCD	053-000-42104		12/13/2019	235.00
SMARTOX	135362	12/13/2019	INV#15452/CSCD	053-000-42647		12/13/2019	10.00
AMERICAN PROBATION & PA	135275	12/11/2019	INV#179693/CSCD	053-000-42602		12/11/2019	300.00
AMERICAN PROBATION & PA	135275	12/13/2019	INV#179876/ CSCD	053-000-42602		12/13/2019	390.00
TIPTON, JEREMY	135370	12/13/2019	INV.#252/CSCD	053-000-42602		12/13/2019	150.00
CORRECTIONS SOFTWARE S	135289	12/13/2019	INV#47513/CSCD	053-000-42602		12/13/2019	995.00
TYLER CO. COMMUNITY SUP	135387	12/05/2019	State Health Insurance	053-21300		12/05/2019	830.62
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	053-21320		12/05/2019	1,190.96
Fund 053 - ADULT PROBATION Total:							13,299.13
Fund: 054 - JUVENILE PROBATION							
HOMMEL, ILLYA		12/06/2019	REIMB CHILD SUPPORT MON	054-455-42178		12/06/2019	2,788.59
HOMMEL, ILLYA		12/06/2019	REIMB CHILD SUPPORT MON	054-455-42178		12/06/2019	-2,788.59
FERTITTA, CINDY	135151	11/26/2019	PARENTING SESSIONS/JUPR	054-451-42356		11/26/2019	50.00
FERTITTA, CINDY	135151	11/26/2019	TRAVEL REIMB./JUPRO	054-451-42356		11/26/2019	68.50
SAM HOUSTON STATE UNIVE	135158	11/26/2019	REGIS/ALLEN, SHEFFIELD, HA	054-451-42100		11/26/2019	225.00
NATIONWIDE RETIREMENT S	135176	12/05/2019	Deferred Comp	054-21300		12/05/2019	75.00
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	054-21300		12/05/2019	795.18
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	054-21300		12/05/2019	625.98
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	054-21300		12/05/2019	185.98
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	054-29999		12/04/2019	4,710.74
CELESTINE, GODWIN	135188	12/06/2019	RESTITUTION PID#1659	054-457-42907		12/06/2019	157.92
GREGORCYK, SCOTT	135192	12/06/2019	RESTITUTION PID#1659	054-457-42907		12/06/2019	104.58
ALLEN, TERRY	135187	12/06/2019	JUVENILE LAW CONF	054-451-42659		12/06/2019	300.00
ALLEN, TERRY	135187	12/06/2019	JUVENILE	054-451-42115		12/06/2019	193.88
INDOFF OFFICE SUPPLIES	135195	12/06/2019	183751/ JUPRO	054-451-42100		12/06/2019	7.90
SHEFFIELD, TONYA	135206	12/06/2019	OCT & NOV 2019 / JUPRO	054-438-42666		12/06/2019	82.36
ALLEN, TERRY	135187	12/06/2019	PLACEMENT VISIT PID#1695	054-451-42115		12/06/2019	304.85

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FERTITTA, CINDY	135302	12/13/2019	PARENTING SESSIONS/ JUPR	054-451-42356		12/13/2019	25.00
FERTITTA, CINDY	135302	12/13/2019	PARENTING SESSIONS/ JUPR	054-455-42112		12/13/2019	25.00
FERTITTA, CINDY	135302	12/13/2019	PARENTING SESSION PID#16	054-451-42356		12/13/2019	32.13
BOY'S HAVEN FOR ILLYA HO	135388	12/17/2019	REIMB. CHILD SUPPORT MO	054-455-42178		12/17/2019	2,788.59
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	054-21320		12/05/2019	851.77
Fund 054 - JUVENILE PROBATION Total:							11,610.36
Fund: 073 - JUSTICE COURT TECHNOLOGY FUND							
VERIZON WIRELESS	135245	12/06/2019	1963-00001	073-000-42101		12/06/2019	160.52
Fund 073 - JUSTICE COURT TECHNOLOGY FUND Total:							160.52
Fund: 076 - EMERGENCY OPERATIONS CENTER							
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	076-000-42416		11/27/2019	471.83
TYLER COUNTY PAYROLL	135173	12/05/2019	FICA	076-21300		12/05/2019	487.06
TYLER COUNTY PAYROLL	135173	12/05/2019	Federal Withholding	076-21300		12/05/2019	321.91
TYLER COUNTY PAYROLL	135173	12/05/2019	Medicare	076-21300		12/05/2019	113.92
TYLER COUNTY PAYROLL	135175	12/04/2019	PAYROLL TRANSFER	076-29999		12/04/2019	2,998.39
U PUMP IT - GARDNER OIL	135376	12/13/2019	1911/EOC	076-000-42416		12/13/2019	296.16
A T & T PHONES - ATLANTA,	135269	12/13/2019	4542/COUNTY OFFICES	076-000-42500		12/13/2019	246.57
QUILL CORPORATION	135351	12/13/2019	7309806/EOC	076-000-42102		12/13/2019	7.96
QUILL CORPORATION	135350	12/13/2019	7309806/EOC	076-000-42102		12/13/2019	107.99
TEXAS COUNTY & DISTRICT R	DFT0002220	12/05/2019	Tyler County, TX Retirement	076-21320		12/05/2019	516.19
Fund 076 - EMERGENCY OPERATIONS CENTER Total:							5,567.98
Fund: 089 - TYLER COUNTY NUTRITION CENTER							
CITY OF WOODVILLE	135236	12/06/2019	07087601/NUTR CTR	089-000-42510		12/06/2019	98.86
ENTERGY	135300	12/13/2019	149065096/ NUTR CENTER	089-000-42510		12/13/2019	25.69
ENTERGY	135300	12/13/2019	136560141/ SHELTER W / W	089-000-42510		12/13/2019	619.04
ENTERGY	135300	12/13/2019	136560323/ NUTR CENTER	089-000-42510		12/13/2019	1,018.83
MAGNOLIA APPLIANCE	135326	12/13/2019	INV#788893/788881-NUTR C	089-000-43200		12/13/2019	6,101.50
Fund 089 - TYLER COUNTY NUTRITION CENTER Total:							7,863.92
Fund: 093 - PAYROLL ACCOUNT							
UNITED STATES TREASURY-IR	DFT0002223	12/04/2019	DECEMBER FEDERAL TAXES P	093-11000		12/04/2019	44,187.61
UNITED STATES TREASURY-IR	DFT0002225	12/05/2019	DECEMBER FEDERAL TAXES	093-11000		12/05/2019	91.92
Fund 093 - PAYROLL ACCOUNT Total:							44,279.53
Fund: 095 - STATE- APPELLATE JUDICIAL FUND							
NINTH COURT OF APPEALS	135199	12/06/2019	SB325/CH22COCLK	095-32516		12/06/2019	75.00
NINTH COURT OF APPEALS	135199	12/06/2019	SB-325/CH22 DSCLK	095-32519		12/06/2019	95.00
Fund 095 - STATE- APPELLATE JUDICIAL FUND Total:							170.00
Fund: 113 - CIVIL FEES - ADULT PROBATION							
CARD SERVICE CENTER/MAS	135171	11/27/2019	OCT. - NOV. 2019/0321	113-000-42104		11/27/2019	23.75
WALLING SIGNS & GRAPHICS	135383	12/13/2019	MED. JACKET EB 543/CSCD	113-000-42104		12/13/2019	78.00
Fund 113 - CIVIL FEES - ADULT PROBATION Total:							101.75
Grand Total:							587,506.68

Report Summary

Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	355,691.04
021 - ROAD & BRIDGE I	26,415.63
022 - ROAD & BRIDGE II	64,234.36
023 - ROAD & BRIDGE III	28,745.32
024 - ROAD & BRIDGE IV	19,599.40
025 - TYLER CO AIRPORT	275.82
026 - TYLER CO. RODEO ARENA/FAIRGRND	337.29
031 - COUNTY CLERK RMP	4,161.45
034 - DISTRICT CLERK RMP	599.99
036 - LIBRARY FUND	3,072.88
037 - T C COLLECTION CENTER	5.00
044 - COURTHOUSE SECURITY	1,198.94
049 - C D A TRUST	116.37
053 - ADULT PROBATION	13,299.13
054 - JUVENILE PROBATION	11,610.36
073 - JUSTICE COURT TECHNOLOGY FUND	160.52
076 - EMERGENCY OPERATIONS CENTER	5,567.98
089 - TYLER COUNTY NUTRITION CENTER	7,863.92
093 - PAYROLL ACCOUNT	44,279.53
095 - STATE- APPELLATE JUDICIAL FUND	170.00
113 - CIVIL FEES - ADULT PROBATION	101.75
Grand Total:	587,506.68

Account Summary

Account Number	Account Name	Payment Amount
010-21300	PAYROLL LIABILITIES	29,036.36
010-21320	RETIREMENT	16,616.06
010-29999	Due To Other Funds	90,741.19
010-401-42111	POSTAGE FOR POSTAGE	12,438.93
010-401-42158	ELECTION EXPENSE	403.43
010-401-42178	CONTINGENCY FOR MIS	4,321.38
010-401-42231	HOUSING OF TCSO INM	23,424.17
010-401-42233	TRAVEL (COUNTY REPRE	590.84
010-401-42500	COUNTY TELEPHONES	2,766.25
010-401-42616	ADVERTISING	123.90
010-401-42643	AUTOPSIES	4,475.00
010-401-42701	RURAL FIRE PROTECTIO	450.00
010-401-48000	MISCELLANEOUS EXPEN	364.75
010-402-42100	OFFICE SUPPLIES	136.35
010-402-42659	TRAVEL & EDUCATION	1,009.12

Account Summary

Account Number	Account Name	Payment Amount
010-405-42100	OFFICE SUPPLIES	58.27
010-407-42100	OFFICE SUPPLIES	445.70
010-408-42634	COURT APPOINTED ATT	2,532.50
010-408-42637	CPS COURT APPOINTED	5,601.23
010-408-42638	CPS COURT REPORTER	551.61
010-408-42689	GRAND JURORS	2,480.00
010-408-42700	PETIT JURORS	1,440.00
010-411-42100	OFFICE SUPPLIES	1,321.76
010-412-42100	OFFICE SUPPLIES	130.62
010-413-42661	TRAINING & EDUCATION	890.20
010-414-42100	OFFICE SUPPLIES	242.52
010-414-42500	TELEPHONE	26.20
010-414-42661	TRAINING & EDUCATION	382.12
010-415-42635	COURT REPORTER	394.24
010-419-42100	OFFICE SUPPLIES	83.46
010-419-42500	TELEPHONE	80.26
010-420-42150	UNIFORMS	255.00
010-420-42500	TELEPHONE	63.00
010-420-42659	TRAVEL & EDUCATION	761.73
010-421-42100	OFFICE SUPPLIES	20.84
010-421-42189	EDUCATION,GOVERNME	194.85
010-422-42100	OFFICE SUPPLIES	43.29
010-422-42659	TRAVEL & EDUCATION	368.00
010-422-42900	BONDS	126.00
010-426-42100	OFFICE SUPPLIES	2,122.07
010-426-42150	UNIFORMS	1,302.93
010-426-42182	DEPUTIES SUPPLIES	2,716.35
010-426-42400	GAS, OIL, GREASE	6,563.84
010-426-42401	TIRES, TUBES	2,671.98
010-426-42413	REPAIRS TO VEHICLES	5,854.20
010-426-42500	TELEPHONE	1,425.23
010-426-42640	EMPLOYEE PHYSICALS	246.20
010-426-42656	ANIMAL CONTROL	11.95
010-426-42659	TRAVEL & EDUCATION	340.00
010-427-42108	JAIL SUPPLIES	1,056.50
010-427-42150	UNIFORMS	229.67
010-427-42157	PRISONER MEALS	4,465.90
010-430-42100	OFFICE SUPPLIES	85.19
010-439-42181	DEMONSTRATION SUPP	161.20
010-439-42224	OUT-OF-COUNTY TRAVE	985.78
010-439-42225	OUT-OF-COUNTY TRAVE	64.15
010-440-42101	SUPPLIES	1,346.57

Account Summary

Account Number	Account Name	Payment Amount
010-440-42350	SERVICE CONTRACTS	4,621.26
010-440-42353	SUPPORT SERVICES	13,174.22
010-440-42600	PROFESSIONAL SERVICE	449.00
010-440-42677	EQUIPMENT LEASE	2,718.27
010-442-42106	JANITORS SUPPLIES	388.10
010-442-42150	UNIFORMS	20.00
010-442-42400	GAS, OIL, GREASE	162.32
010-442-42411	REPAIRS & MAINTENAN	70.00
010-442-42412	REPAIRS & MAINTENAN	12,348.21
010-442-42413	REPAIRS TO VEHICLES	163.50
010-442-42511	UTILITIES-JUSTICE CENTE	5,144.37
010-442-42515	UTILITIES-COURTHOUSE	3,491.34
010-442-42516	UTILITIES-COUNTY	621.24
010-442-42517	UTILITIES-TAX OFFICE	483.51
010-453-43210	OFFICE EQUIPMENT	2,686.95
010-453-43600	SHERIFF'S CARS	560.00
010-453-49138	CAPITAL LEASE PAYMENT	66,418.13
010-453-49139	INTEREST ON CAPITAL LE	5,129.78
021-000-42400	GAS, OIL, GREASE	2,109.96
021-000-42425	MACHINERY MAINTENA	910.34
021-000-42500	TELEPHONE	151.54
021-000-42510	UTILITIES	41.21
021-000-42998	MISCELLANEOUS SUPPLI	203.00
021-000-43200	PURCHASE OF EQUIPME	9,775.00
021-21300	PAYROLL LIABILITIES	2,838.34
021-21320	RETIREMENT	1,597.41
021-29999	Due To Other Funds	8,788.83
022-000-42150	UNIFORMS	185.49
022-000-42160	ROAD MATERIAL	1,654.68
022-000-42400	GAS, OIL, GREASE	3,819.23
022-000-42401	TIRES, TUBES	921.36
022-000-42425	MACHINERY MAINTENA	9,298.11
022-000-42500	TELEPHONE	50.21
022-000-42510	UTILITIES	330.71
022-000-42659	TRAVEL & EDUCATION	722.60
022-000-42998	MISCELLANEOUS SUPPLI	4,958.24
022-000-43200	PURCHASE OF EQUIPME	2,504.22
022-000-44100	PRINCIPLE ON LEASE PU	19,776.47
022-000-44200	INTEREST ON LEASE PUR	9,033.16
022-21300	PAYROLL LIABILITIES	2,324.71
022-21320	RETIREMENT	1,299.14
022-29999	Due To Other Funds	7,356.03

Account Summary

Account Number	Account Name	Payment Amount
023-000-42160	ROAD MATERIAL	1,144.67
023-000-42400	GAS, OIL, GREASE	2,813.88
023-000-42401	TIRES, TUBES	203.35
023-000-42425	MACHINERY MAINTENA	5,252.71
023-000-42500	TELEPHONE	300.30
023-000-42510	UTILITIES	274.51
023-000-42998	MISCELLANEOUS SUPPLI	118.78
023-21300	PAYROLL LIABILITIES	3,574.08
023-21320	RETIREMENT	2,069.72
023-29999	Due To Other Funds	12,993.32
024-000-42400	GAS, OIL, GREASE	2,545.56
024-000-42401	TIRES, TUBES	453.30
024-000-42425	MACHINERY MAINTENA	2,560.52
024-000-42500	TELEPHONE	36.01
024-000-42510	UTILITIES	234.68
024-000-42659	TRAVEL & EDUCATION	362.08
024-000-42998	MISCELLANEOUS SUPPLI	280.00
024-21300	PAYROLL LIABILITIES	2,657.78
024-21320	RETIREMENT	1,549.19
024-29999	Due To Other Funds	8,920.28
025-000-42410	REPAIRS & MAINTENAN	80.00
025-000-42510	UTILITIES	195.82
026-000-42410	REPAIRS & MAINTENAN	100.57
026-000-42510	UTILITIES	236.72
031-000-42191	MISC. EXPENSE-RMP	3,433.00
031-21300	PAYROLL LIABILITIES	120.50
031-21320	RETIREMENT	84.29
031-29999	Due To Other Funds	523.66
034-000-48000	MISCELLANEOUS EXPEN	599.99
036-000-48007	LIBRARY BOOKS & SUPP	3,072.88
037-000-42998	MISCELLANEOUS SUPPLI	5.00
044-21300	PAYROLL LIABILITIES	284.25
044-21320	RETIREMENT	135.86
044-29999	Due To Other Funds	778.83
049-000-42908	RESTITUTION MISC. EXP	116.37
053-000-42104	SUPPLIES & OPERATING	266.17
053-000-42602	PROFESSIONAL FEES	1,835.00
053-000-42647	CONTRACT SERVICES FO	10.00
053-000-42664	TRAVEL/FURNISHED TRA	355.35
053-21300	PAYROLL LIABILITIES	2,451.46
053-21320	RETIREMENT	1,190.96
053-29999	Due To Other Funds	6,496.22

Account Summary

Account Number	Account Name	Payment Amount
053-461-42647	CONTRACT SERVICES FO	125.00
053-461-42664	TRAVEL/FURNISHED TRA	568.97
054-21300	PAYROLL LIABILITIES	1,682.14
054-21320	RETIREMENT	851.77
054-29999	Due To Other Funds	4,710.74
054-438-42666	"M"-SNDP TRAVEL & TR	82.36
054-451-42100	SUPPLIES & OPERATING	232.90
054-451-42115	A-COMM. BASED PROG	498.73
054-451-42356	MHS/COMMUNITY BASE	175.63
054-451-42659	TRAVEL & TRAINING (DI	300.00
054-455-42112	LOCAL MONEY (DETCO	25.00
054-455-42178	REIMB. PLACEMENT CHI	2,788.59
054-457-42907	RESTITUTION	262.50
073-000-42101	SUPPLIES	160.52
076-000-42102	EMERGENCY SUPPLIES/S	115.95
076-000-42416	VEHICLE OPERATIONS/M	767.99
076-000-42500	TELEPHONE	246.57
076-21300	PAYROLL LIABILITIES	922.89
076-21320	RETIREMENT	516.19
076-29999	Due To Other Funds	2,998.39
089-000-42510	UTILITIES	1,762.42
089-000-43200	PURCHASE OF EQUIPME	6,101.50
093-11000	Due From Other Funds	44,279.53
095-32516	COUNTY CLERK FEES	75.00
095-32519	DISTRICT CLERK FEES	95.00
113-000-42104	SUPPLIES & OPERATING	101.75
	Grand Total:	587,506.68

Project Account Summary

Project Account Key	Payment Amount	
None	587,506.68	
	Grand Total:	587,506.68

Allison, Bass & Magee, L.L.P.

402 W 12th Street

Austin, TX 78701

Phone: 512-482-0701 Fax: 512-480-0902

E.I.N. 90-1037483

INVOICE

Date:12/18/2019

Invoice #: 4096

Matter: Tyler County - Courthouse Restoration

File #: 581.03

Bill To:

Hon. Jacques L. Blanchette

Tyler County Judge

100 W. Bluff Street, Room 105

Woodville, TX 75979

Payments received after 12/18/2019 are not reflected in this statement.

Professional Services

Date		Details	Hours	Rate	Amount
11/09/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning Timeline for Chairman Nau.	0.40	\$300.00	\$120.00
11/13/2018	PBA	Document Analysis: Analyzing timeline of events for THC meeting.	0.40	\$275.00	\$110.00
11/13/2018	JEM	Telephone Conference with: K. Timme concerning Timeline and meeting with Chairman Nau.	0.20	\$300.00	\$60.00
11/14/2018	JEM	Telephone Conference with: K. Timme concerning draft timeline for potential meeting.	0.20	\$300.00	\$60.00
11/14/2018	JEM	Telephone Conference with: K. Timme concerning additional matters related to proposed Timeline.	0.20	\$300.00	\$60.00
11/15/2018	JEM	Telephone Conference with: K. Timme concerning suggested revisions to Timeline documentation.	0.30	\$300.00	\$90.00
11/15/2018	JEM	Telephone Conference with: K. Timme concerning matter.	0.20	\$300.00	\$60.00
11/16/2018	JAM	Document Processing: Tyler County Remediation Agreement Revised and Final Versions.	0.20	\$150.00	\$30.00
11/16/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning remediation agreement and discussions with M. Wolfe.	0.30	\$300.00	\$90.00

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11/20/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning meeting.	0.20	\$300.00	\$60.00
11/26/2018	JEM	Attend Meeting: Judge Blanchette, K. Timme and B. Morris concerning local Historical Commission and tour of Courthouse; response to THC letter.	2.50	\$300.00	\$750.00
12/04/2018	JEM	Telephone Conference with: Judge Blanchette concerning potential meeting with Chairman Nau.	0.30	\$300.00	\$90.00
12/07/2018	JEM	Telephone Conference with: K. Timme concerning meeting with Local Historical Commission.	0.20	\$300.00	\$60.00
12/07/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning letter to Chairman Nau and communication from Bob Morris.	0.20	\$300.00	\$60.00
12/11/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning local Historical Commissioner meeting and timeline prepared.	0.30	\$300.00	\$90.00
12/11/2018	JEM	Document analysis and issue analysis: Draft timeline prepared by Bob Morris.	0.50	\$300.00	\$150.00
12/12/2018	JEM	Telephone Conference with: K. Timme concerning TCHC meeting.	0.20	\$300.00	\$60.00
12/12/2018	JEM	Drafting document and issue analysis: Correspondence from Judge Blanchette to Chairman Nau concerning site visit.	0.50	\$300.00	\$150.00
12/12/2018	JEM	Drafting document and issue analysis: Revisions to correspondence.	0.20	\$300.00	\$60.00
12/12/2018	JEM	Correspondence to: Judge Blanchette and K. Timme concerning draft request to Chairman Nau.	0.20	\$300.00	\$60.00
12/13/2018	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning letter to Chairman Nau.	0.20	\$300.00	\$60.00
12/17/2018	JAM	Document Processing: 2018 Timeline for Lawyer.	0.20	\$150.00	\$30.00
01/03/2019	JAM	Docket Update of: Reminder to Pull Agenda for Texas Historical Commission Meeting (January 24-25).	0.20	\$150.00	\$30.00
01/03/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning status update and upcoming meetings.	0.30	\$300.00	\$90.00
01/03/2019	JEM	Correspondence to: K. Timme concerning Texas Historical Commission Meeting.	0.20	\$300.00	\$60.00
01/11/2019	JEM	Telephone Conference with: K. Timme concerning meeting with Chairman Nau and Mark Wolfe on February 4, 2019.	0.20	\$300.00	\$60.00

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01/15/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning pending meeting with Chairman Nau.	0.20	\$300.00	\$60.00
01/16/2019	JAM	Docket Update of: Rescheduled Meeting with Chairman Nau.	0.20	\$150.00	\$30.00
01/16/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning meeting time change.	0.20	\$300.00	\$60.00
01/22/2019	JEM	Document analysis and issue analysis: THC Agenda for January meeting.	0.20	\$300.00	\$60.00
01/22/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning THC Presentation.	0.20	\$300.00	\$60.00
01/29/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning time of Commissioners Court meeting.	0.20	\$300.00	\$60.00
01/31/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning packet of information to THC.	0.20	\$300.00	\$60.00
02/01/2019	JAM	Document Processing: Courthouse Renovation Documents Packet.	0.20	\$150.00	\$30.00
02/04/2019	JEM	Travel Time: Austin to Woodville.	3.80	\$150.00	\$570.00
02/04/2019	JEM	Attend Meeting: Clients and cancellation by THC.	1.00	\$300.00	\$300.00
02/04/2019	JEM	Travel Time: Woodville to Austing	3.70	\$150.00	\$555.00
02/13/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning updated meeting time.	0.20	\$300.00	\$60.00
02/14/2019	JEM	Travel Time: Austin to Woodville.	3.80	\$150.00	\$570.00
02/14/2019	JEM	Attend Meeting	2.20	\$300.00	\$660.00
02/14/2019	JEM	Travel Time: Woodville to Austin.	4.00	\$150.00	\$600.00
02/20/2019	JAM	Docket Update of: JEM Call w Sharon Flemming.	0.20	\$150.00	\$30.00
02/20/2019	JEM	Telephone Conference with: Judge Blanchette concerning discussion with THC.	0.30	\$300.00	\$90.00
02/22/2019	JEM	Telephone Conference with: S. Fleming concerning Agreement.	0.30	\$300.00	\$90.00
03/04/2019	JEM	Travel Time: Austin to Woodville.	3.80	\$150.00	\$570.00
03/04/2019	JEM	Attend Meeting	3.50	\$300.00	\$1,050.00
03/04/2019	JEM	Travel Time: Woodville to Austin	3.80	\$150.00	\$570.00

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03/08/2019	JEM	Telephone Conference with: K. Timme concerning master preservation plans and easement regarding proposed response to THC.	0.40	\$300.00	\$120.00
03/08/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning draft response to Chairman Nau.	0.30	\$300.00	\$90.00
03/08/2019	JEM	Telephone Conference with: K. Timme concerning response to Chairman Nau.	0.20	\$300.00	\$60.00
03/08/2019	JEM	Document analysis and issue analysis: THC website and County contact.	0.20	\$300.00	\$60.00
03/11/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning Initial Work and the National Trust for Historic Preservation grant.	0.30	\$300.00	\$90.00
03/11/2019	JEM	Document analysis and issue analysis: Correspondence from M. Wolfe concerning agreement.	0.30	\$300.00	\$90.00
03/11/2019	JEM	Telephone Conference with: Judge and K. Timme to discuss matter.	0.30	\$300.00	\$90.00
03/12/2019	JEM	Document analysis and issue analysis: Correspondence with K. Timme concerning letter from THC and questions concerning Attachment B.	0.30	\$300.00	\$90.00
03/13/2019	JEM	Document analysis and issue analysis: Comparison between versions of the Agreement.	0.30	\$300.00	\$90.00
03/14/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning local Historical Commission and THC agreement.	0.20	\$300.00	\$60.00
03/15/2019	JEM	Telephone Conference with: Judge Blanchette concerning update on matter and response to THC.	0.40	\$300.00	\$120.00
03/18/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning questions concerning agreement and Commissioners Court workshop.	0.40	\$300.00	\$120.00
03/20/2019	PBA	Drafting Documents: Editing proposed settlement agreement with THC, redlined.	0.90	\$275.00	\$247.50
03/20/2019	PBA	Document Analysis: Analyzing email questions from Kay Timme re: settlement agreement.	0.30	\$275.00	\$82.50
03/20/2019	PBA	Correspondence to: Replying to questions from Kay Timme re: settlement agreement.	0.50	\$275.00	\$137.50
03/20/2019	JEM	Drafting document and issue analysis: Revisions to Remediation Agreement.	0.40	\$300.00	\$120.00
03/21/2019	JEM	Telephone Conference with: Commissioner Sturrock and K. Timme concerning workshops and proposed	0.30	\$300.00	\$90.00

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402 W 12th Street

Austin, TX 78701

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E.I.N. 90-1037483

		remediation agreement.			
03/21/2019	JAM	Docket Update of: JEM conference call.	0.20	\$150.00	\$30.00
03/21/2019	PBA	Document Analysis: Analyzing correspondence from THC re: proposed settlement.	0.30	\$275.00	\$0.00
03/21/2019	PBA	Document Analysis: Analyzing proposed changes to settlement agreement.	0.70	\$275.00	\$0.00
03/21/2019	JPA	Issue Analysis: Review and revisions to a letter to Mark Wolfe.	0.20	\$300.00	\$60.00
03/21/2019	JEM	Telephone Conference with: K. Timme concerning Remediation Agreement and letter to M. Wolfe.	0.20	\$300.00	\$60.00
03/21/2019	JEM	Drafting document and issue analysis: Correspondence to M. Wolfe concerning Agreement and clarification.	0.50	\$300.00	\$150.00
03/21/2019	JEM	Document analysis and issue analysis: Revisions to Correspondence to M. Wolfe.	0.20	\$300.00	\$60.00
03/22/2019	JAM	Prepare Document: JEM to M. Wolfe re Tyler County courthouse follow up letter.	0.30	\$150.00	\$45.00
03/25/2019	JAM	Docket Update of: JEM conference call.	0.20	\$150.00	\$30.00
03/25/2019	PBA	Correspondence from: Esther Brickley with THC re: Mark Wolfe edits to settlement agreement.	0.20	\$275.00	\$55.00
03/25/2019	JEM	Document analysis and issue analysis: Correspondence from M. Wolfe concerning revised agreement and modifications to 6.03 and 7.01.	0.30	\$300.00	\$90.00
03/25/2019	JEM	Telephone Conference with: Judge and K. Timme to discuss.	0.40	\$300.00	\$120.00
03/26/2019	JEM	Telephone Conference with: Judge Blanchette and K. Timme concerning proposed revisions to THC agreement.	0.20	\$300.00	\$60.00
03/26/2019	JEM	Telephone Conference with: Judge Blanchette, K. Timme and J. Davis concerning final revisions to THC agreement.	0.20	\$300.00	\$60.00
03/26/2019	JEM	Telephone Conference with: Judge Blanchette and K. Timme concerning revisions to latest agreement and response to M. Wolfe.	0.40	\$300.00	\$120.00
03/26/2019	JEM	Correspondence to: M. Wolfe concerning Draft Agreement and Commissioners Court meeting.	0.30	\$300.00	\$90.00
03/26/2019	JEM	Document analysis and issue analysis: Correspondence from M. Wolfe concerning acceptance of Agreement.	0.20	\$300.00	\$60.00
03/26/2019	JEM	Correspondence to: Judge Blancette and K. Timme	0.20	\$300.00	\$60.00

Allison, Bass & Magee, L.L.P.

402 W 12th Street

Austin, TX 78701

Phone: 512-482-0701 Fax: 512-480-0902

E.I.N. 90-1037483

concerning acceptance by THC of agreement and minor changes.

03/27/2019	JEM	Correspondence to: M. Wolfe concerning minor revisions to draft Agreement.	0.20	\$300.00	\$60.00
03/27/2019	JEM	Document analysis and issue analysis: Correspondence from M. Wolfe requesting two copies of the signed agreement.	0.20	\$300.00	\$60.00
03/28/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning signed agreement.	0.20	\$300.00	\$60.00
04/02/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning communication from E. Brickley.	0.20	\$300.00	\$60.00
04/03/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning sample RFQ from THC/Sharon Fleming.	0.20	\$300.00	\$60.00
04/17/2019	PBA	Issue Analysis: Analyzing AG Opinions re: reimbursement vs. compensations.	0.90	\$275.00	\$0.00
04/17/2019	PBA	Issue Analysis: Analyzing AG Opinions re: Art. III, Sec. 52(a) issue with reimbursement of county volunteer mileage.	1.00	\$275.00	\$0.00
04/17/2019	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning questions - Courthouse Remediation Steering Committee.	0.20	\$300.00	\$60.00
04/18/2019	PBA	Issue Analysis: Analyzing Loc. Gov't Code Sec. 152.901 re: authority to reimburse volunteers for mileage.	0.40	\$275.00	\$0.00
04/18/2019	PBA	Issue Analysis: Analyzing AG Opinions re: Loc. Gov't Code Sec. 152.901 re: authority to reimburse volunteers for mileage.	0.70	\$275.00	\$192.50
04/18/2019	PBA	Drafting Documents: Response to question re: authority to reimburse volunteers for mileage.	0.50	\$275.00	\$137.50
04/22/2019	JEM	Drafting document and issue analysis: Correspondence to K. Timme concerning stipend/honararium	0.30	\$300.00	\$90.00

For professional services rendered

57.40

\$12,422.50

Additional Charges

Date	Details	Quantity	Rate	Amount
------	---------	----------	------	--------

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01/31/2019	VB	Photocopies: January 2019	1	\$6.75	\$6.75
02/01/2019	VB	Travel to Livingston, Texas re County Courthouse Restoration Issue	1	\$38.28	\$0.00
02/04/2019	VB	Travel to Woodville, Texas re County Courthouse Restoration Issue	1	\$391.77	\$391.77
02/14/2019	VB	Travel to Livingston, Texas for Meeting with Chairman Nau and ED Mark Wolf	1	\$167.68	\$167.68
03/04/2019	VB	Travel to Woodville, Texas for Meeting re Tyler Courthouse Restoration	1	\$142.10	\$142.10
03/31/2019	VB	Photocopies: March 2019	1	\$2.50	\$2.50

Total additional charges

\$710.80

Invoice Amount

\$13,133.30

Balance Due

\$13,133.30

TYLER COUNTY BOARDS AND COMMITTEES

(Updated: 10/28/19)

Burke Center
(2 Yr Term)

Board of Trustees – Sondra Williams
Tyler County Rep. term 9/1/2019 – 8/31/2021

Tyler County Child Welfare Board
(Per Terry A., they haven't been expiring
Appointments)

Delores Wigley	Ashley Weatherford
Stevan Sturrock	Tina Self
Melanie Calhoon	Mike McCulley
Sue Wood	Paula Gibbs
Trisher Ford	Juvenile Prob. Staff

Deep East Texas Council of Governments Board
(2 Year Term)

Stevan Sturrock term: 7/1/2018-06/30/2020

Deep East Texas Workforce Solutions Board, Inc.
(3 Yr Term)

Karen Hatton – Tyler Co. Rep. (Operations & Executive Committee)
Term 1/1/19-12/31/21

East Texas Housing Finance Corporation
(6 Year terms)

C. D. Woodrome, appointed 11/14/16 (Term: 1/1/2017-12/31/2021)
Larry Trest, appointed 11/14/16 (Term: 1/1/2017-12/31/2021)

Local Emergency Planning Committee (LEPC)

Nick Toparcean, Chairperson
Minnie Zimmerman, Vice-Chair

Tyler County Hospital Board of Managers
(2 Year Terms)

Ken Jobe, term 2/15/18 – 12/31/2019 (Pct #2), President (as of 8/27/18)
Mr. Billie Read (Pct #1), term 1/1/2019 - 12/31/2020 (Pct.#1)
Mike Marshall (Commissioner/At Large), term 1/1/2016 – 12/31/2019
Walter McAlpin (Pct #3), term 1/1/2019 – 12/31/2020
Cody Jarrott, term 1/1/2019 – 12/31/2020 (Judge appointee)
Ethel Rogers, term 1/1/19-12/31/2019 (Pct #4)
Jacques L. Blanchette, ex officio

NOTE: Precinct #1, #3, and Judge Appointee will be on the "A" term rotation from 1/1/2019-12/31/2020. Precincts #2 (Jobe), #4, and At Large appointees will be on the "B" term rotation from 1/1/2018-12/31/2019 to ensure no more than one-half of the Board may rotate off in any given year. As resignations occur during terms, the new appointee continues serving the remainder of the term for that position. Thus, Ms. Rogers completes the existing term vacated by Jack Walston, and Mr. Marshall completes the At-Large term of Mr. Jarrott. Mr. Jarrott moved from the At-Large position to the Judge's Appointee and begins a new two-year term.

Tyler County Action & Coordination Team Board

Rachel Hadnot (appointed 11/14/16)
Amanda Davis (appointed 11/14/16)
Jessa Lott (appointed 11/14/16)
John Gazzaway (appointed 11/14/16)
John Stagg (appointed 11/14/16)

Tyler County Appraisal District Directors
(2 Year Term)

Lynnette Cruse, Tyler County Tax-Assessor, Tyler Co. Rep.
term expires 12/31/2020 (reappointed October 2019)

Tyler County Appraisal Review Board (2 Yr Term)

Larry Trest (re-appointed 10/29/18), Term 1/1/2019-12/31/2020

Southeast Texas Groundwater Conservation District

Rural Water/Small Municipal
Large Municipal –

Forestry, Agricultural, Industrial –

Roger Fussell, Term 1/1/18 - 12/31/2022 (3 yr term)
Keith Barnes, Term – 3/5/19 – 12/31/2021 (3 Yr Term)
Rick Russler, Term - 1/1/2020 – 12/31/2022 (3 yr term)
Charles Zimmerman, Term – 1/1/2018-12/31/2020 (3 year term)

Texas Forestry Country Partnerships
(3 Year Term)

Jacques Blanchette, term – 7/1/2017 – Not yet known per Lonnie
(Doesn't require Comm. Court approval per L. Hunt)

Tri-County Community Action, Inc.

Kay Timme (proposed for 01/01/2020)

Tyler County Library (Positions are not Court appointed except for Judge and Commissioner)

Governing Board:

Judge Jacques Blanchette (Term??)

Martin Nash (Term??)

Paula Jones

Lisa Meysembourg

Mandy Risinger

WISD School Trustee

Advisory Board:

Eddie Boxx

Murlin Barker

Anne Tolbert

Patsy Morris (Friends of Library)

Fred Sullivan (City Appointee)

Emergency Service District (ESD) Commissioner Appointments

(Updated: 12/12/19)

ESD Commissioners are appointed for two-year terms with alternating appointments/reappointments made annually in December as terms begin January 1 of the following year.

ESD	2019	Term	2020
			Positions up for reappointment or replacement on 12/31/19
<p style="text-align: center;"># 1</p> <p>Mirrors Ivanhoe VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct. 1 Martin Nash</p>	<p>Richard (Dick) Coker Jill Dinger, Secy B. A. Smith, President Joe McIntyre Lana Cox, Treasurer</p>	<p>1/1/18 – 12/31/19 1/1/18 – 12/31/19 1/1/19 – 12/31/20 1/1/19 – 12/31/20 9/11/18 – 12/31/20</p>	<p>Dick Coker Jill Dinger</p>
<p style="text-align: center;"># 2</p> <p>Mirrors Spurger VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct. 4 Buck Hudson</p>	<p>Vacancy (was H. Sawyer) Karl Hammond, Treas. Raymond Wooten, Secy Kozum E. Mott, VP Robert (Pete) Perkins</p>	<p>1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/19 - 12/31/20 1/1/19 - 12/31/20</p>	<p>Jack Walston (proposed by ESD) Karl Hammond Raymond Wooten</p>
<p style="text-align: center;"># 3</p> <p>Mirrors White Tail Ridge VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct 2 Stevan Sturrock</p>	<p>Yvonne Goss, Treas. Clyde Caldwell, Pres. Royce Hill Betty Zimmerman Jennifer Miller</p>	<p>1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/19 - 12/31/20 1/1/19 - 12/31/20 2/25/19 - 12/31/20</p>	<p>Yvonne Goss Clyde Caldwell</p>
<p style="text-align: center;"># 4</p> <p>Mirrors Warren VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct 1 Martin Nash</p>	<p>David Norton, Pres. Randy Gibson Rodney Krebs Krystal Redden, Secy Matt Mentzel</p>	<p>1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/19 - 12/31/20 9/12/19 - 12/31/20 9/11/19 - 12/31/20</p>	<p>David Norton Randy Gibson</p>
<p style="text-align: center;"># 5</p> <p>Mirrors Dam B VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct 3 Mike Marshall</p>	<p>John V. Richardson Ronald A. Willmon Herbert D. Odom, Secy/Treas Johnny Lee Page Vacancy</p>	<p>1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/19 - 12/31/20 1/1/19 - 12/31/20</p>	<p>John Richardson Ronald Willmon</p>
<p style="text-align: center;"># 6</p> <p>Mirrors Fred VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct. 4 Buck Hudson</p>	<p>James Alfaro, Pres. Kenneth L. Lewis, Asst. Treas. Raymond L. Holland Roger Harvill, Treas. Vacancy</p>	<p>1/1/18 - 12/31/19 1/1/18 - 12/31/19 1/1/19 - 12/31/20 1/1/19 - 12/31/20</p>	<p>James Alfaro Kenneth Lewis</p>
<p style="text-align: center;"># 7</p> <p>Mirrors Colmesneil VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct. 3 Mike Marshall</p>	<p>Lance Seamans Wade Skinner Roy Chad Eddins, Pres. Jim Fitzgerald John Ard</p>	<p>1/1/18 - 12/31/19 10/10/18 - 12/31/19 1/1/19 - 12/31/20 1/1/19 - 12/31/20 11/22/19 - 12/31/20</p>	<p>Lance Seamans <i>Wade Skinner</i></p>
<p style="text-align: center;">#8</p> <p>Village Mills VFD Service area</p> <p style="text-align: center;">County Commissioner, Pct 3 Martin Nash</p>	<p>Bob Fisher (Tyler) Art Walton (Tyler) Lora Keefer (Hardin) Mike Liles (Hardin) Mike McDonald (Hardin)</p>	<p>1/1/18 – 12/31/19 1/1/19- 12/31/20 1/1/19 – 12/31/20 1/1/19 – 12/31/20 1/1/18 – 12/31/19</p>	<p>Bob Fisher</p>

*In the case where, due to resignations, all ESD Commissioners would end up on the same term rotation cycle, any new ESD Commissioner appointments should be named to one-year terms to maintain the split of alternating term cycles.



The LaBiche
ARCHITECTURAL GROUP, INC

Dohn H. LaBiche, FAIA
Principal

Greg Wall, AIA
Principal

7999 Gladys Avenue,
Suite 101
Beaumont, Texas 77706
(409) 860-0197
Fax: (409) 860-0198
www.labiche.com

December 9, 2019

Tyler County Commissioners Court
Judge Jacques L. Blanchette
100 W. Bluff, RM #102
Woodville, TX 75979

Re: **Re-roofing Tyler County Courthouse**

Dear Judge Blanchette:

ARCHITECTURE

PROJECT
CONSULTING

PLANNING

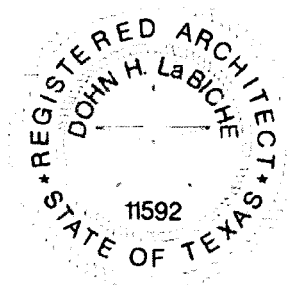
INTERIOR
DESIGN

Upon examination of the bids received on December 9, 2019, for the above referenced project, we have determined Marsh Waterproofing Inc. of Vidor, Texas to be the low bidder for your project. We have examined their qualifications and Bid documents. It is our suggestion that the contract be awarded to Marsh Waterproofing Inc. in the amount of One Hundred Sixty Thousand Dollars and Zero Cents and (\$160,000.00). We have past experience in working with this company and have experienced successful working relationships in the past.

Upon your approval we will begin to gather the required documents: Payment & Performance Bonds, Schedule of Values, Insurance, work schedule, etc. Upon receiving these documents from the Contractor, we will issue a Notice to Proceed. We look forward to beginning this project and working with you and the Tyler County Courthouse Staff. If there are any questions or you need further information please notify my office.

Sincerely,

Dohn H. LaBiche, FAIA
DHL/bo



APPROVAL

Name (print): JACQUES L. BLANCHETTE

Signature: Jacques L. Blanchette 12/23/19

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

SECTION 000499 – CONTRACTOR EVALUATION

Contractor: Marsh Waterproofing

Date: 12.09.19

Conditions of Evaluation:

Based on the information provided by the Proposer in the Bid and the General Contractor Qualification Statement, and interviews with referenced clients and architects, the Owner shall use the following criteria to evaluate the proposals submitted. The proposal with the highest numerical score shall be selected. 100 Points is the maximum score.

- a. The amount of the Contract Sum. 25
 - 25 points for the low bid;
 - 20 points for the second lowest bid;
 - 15 points for the third lowest bid;
 - 10 points for the fourth lowest bid.

- b. The experience of the Proposer in providing roofing services in similar projects. 10
 - 10 points maximum, weighted.

- c. Experience in providing general roofing services for restoration, preservation, and adaptive use projects over the past ten (10) years 10
 - 10 points maximum, weighted.

- d. The experience of the Proposer's project team on similar projects. 10
 - 1. Qualifications of the proposed project manager.
 - 2. Qualifications of the proposed project superintendent.
 - 10 points maximum, weighted.

- e. The experience and reputation of proposed prime subcontractors on similar projects. 10
 - 1. Prime subcontractors and suppliers for this project:
 - 10 points maximum, weighted.

- f. The reputation of the Proposer and of the Proposer's services, based on interviews with past clients and architects. 10
 - 1. Is the Proposer considered a "team player" or was the relationship "adversarial?"
 - 2. Will past clients and architects work with Proposer again on future projects?
 - 3. Does Proposer maintain project schedule and complete the project on time?
 - 4. Does the Proposer pay subcontractors and suppliers on time?
 - 5. Is the Proposer fair to the client in pricing change proposals?
 - 6. Does the Proposer maintain good records during construction?
 - 10 points maximum, weighted.

- g. The Proposer's performance during the final completion and closeout phase of the work. 10
 - 1. Punch lists completed on schedule?
 - 2. Quality of punch list work equal to original work?
 - 3. Closeout documents provided as specified?
 - 4. Satisfactory cleaning, equipment startup, Owner personnel training?
 - 5. Accurate record documents provided as specified and on time?
 - 10 points maximum, weighted.

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

- h. The Proposer's performance on warranty requests.
 - 1. Responsiveness to warranty requests.
 - 2. Quality of warranty work equal to original work; done by same subcontractors?
 - 3. End-of-warranty inspections completed and done in a satisfactory manner?
5 points maximum, weighted. **5**

- i. Attendance to the Pre-Bid Conference
5 points **5**

- j. The Proposer's time for completion of the project. **5**
 - 5 points for the least amount of days.**
 - 4 points for the second least amount of days.**
 - 3 points for the third least amount of days.**
 - 2 points for the fourth least amount of days.**
 - 1 point for the fifth least amount of days.**

Total available points = 100

Total points awarded: 100

END OF SECTION 000499

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

COPY

To Tyler County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Proposal and any written exceptions in the offer. We understand that the items in this Invitation for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this proposal, which will result in a binding contract if accepted by Tyler County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Marsh Waterproofing Inc.

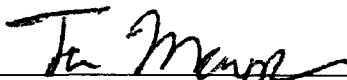
Company Name

PO Box 968

Address

Vidor TX 77670

City State Zip



Signature of Person Authorized to Sign

Tim Marsh

Printed Name

Secretary/Treasurer

Title

For clarification of this offer, contact:

Tim Marsh

Name

409-769-0459 409-769-1682

Phone Fax

mwaterproofing@aol.com

E-mail

Proposers Shall Return Completed Form with Offer.

Proposal Form

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the Tyler County Courthouse Re-Roofing including Mechanical, Plumbing and Electrical Work, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum:

BASE PROPOSAL : One hundred sixty thousand dollars and no/100-----

Dollars \$ 160,000.00

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our proposal, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in 100 calendar days.

Proposers hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Proposers further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u> X </u>	Date Received	<u> 11/22/19 </u>
Addendum 2	<u> X </u>	Date Received	<u> 12-6-19 </u>
Addendum 3	<u> </u>	Date Received	<u> </u>

Proposers Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: City of Nacogdoches
Address: 301 South Harrison ST
Contact Person and Title: John Camp
Phone: 936-275-2121 Fax: _____
Contract Period: Various Scope of Work: Various

REFERENCE TWO

Franklin County Anderson County Polk County and many others

Government/Company Name: J.E. Kingham Construction
Address: PO Box 630632, Nacogdoches TX 75963
Contact Person and Title: John Kingham
Phone: 936-564-3329 Fax: 936-569-7544
Contract Period: multiple Scope of Work: Roofing, restoration

REFERENCE THREE

Government/Company Name: Orange County Commissioners Court
Address: 123 South 6th ST, Orange TX 77630
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: 05/2019 thru 08/2019 Scope of Work: Re-hab of Courthouse

Proposers Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Tyler County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would proposers be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This proposal shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Proposal, Conditions of Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposers, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposers or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the proposers nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to proposal or not to proposal thereon.

Marsh Waterproofing Inc. _____

Proposers (Entity Name)



Signature

Box 968 / 240 South Main ST, Suite #2 _____

Street & Mailing Address

Tim Marsh - Secretary/Treasurer _____

Print Name

Vidor TX 77670 Vidor TX 77662 _____

City, State & Zip

12/3/2019 _____

Date Signed

409-769-0459 _____

Telephone Number

409-769-1682 _____

Fax Number

mwaterproofing@aol.com _____

E-mail Address

Proposers Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received:	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">NONE</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-top: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: center;"> <div style="border-top: 1px solid black; width: 100%;"></div> Date: 12/3/2019 </div> </div>		

Adopted 5/7/2015

Proposers Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
NONE		
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>NOT A NECESSARY STATEMENT IF APPLICABLE</p> <p>Sworn to and subscribed before me by the said _____ this the _____ day</p> <p>of _____ to-wit: _____ to-wit: _____, witness my hand and seal of office</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/1/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your proposal.

Proposers intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's proposal. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in proposing on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject proposals from HUBs that qualify as lowest and responsive proposers?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your proposal.

If necessary, please use a separate sheet to answer the above questions.

Tim Marsh
Printed Name of Authorized Representative


Signature

Secretary/Treasurer
Title

12/3/2019
Date

Proposers Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposers intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Proposers shall submit this form with the proposal; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Marsh Waterproofing Inc. HUB: Yes No

Address: 240 S Main ST, Suite #2 Vidor TX 77662
Street City State Zip

Phone (with area code): 409-769-0459 Fax (with area code): 409-769-1682

Project Title & No.: Re-Roofing of Tyler County Courthouse #12092019

Prime Contract Amount: \$ 160,000.00

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Tyler County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code) _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

<u>Tim Marsh</u>		<u>12/3/2019</u>
<small>Printed Name of Contractor Representative</small>	<small>Signature of Representative</small>	<small>Date</small>
_____	_____	_____
<small>Printed Name of HUB</small>	<small>Signature of Representative</small>	<small>Date</small>

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the County of Tyler office of the County Auditor's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Proposers Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your proposal.

Proposers intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Prime Contractor: Marsh Waterproofing Inc. H 1760681859300 HUB: Yes No

HUB Status (Gender & Ethnicity): F WO

Address: 240 S Main ST, Suite #2 Vidor TX 77662
Street City State Zip

Phone (with area code): 409-769-0459 Fax (with area code): 409-769-1682

Project Title & No.: Re-Roofing of Tyler County Courthouse IFB/RFP No.: 12092019

Total Contract: \$ 160,000.00 Total HUB Subcontract(s): \$ 160,000.00

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposers Shall Return Completed Form with Offer.

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Tyler County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Tyler County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Proposers Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Tyler County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The proposers shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the proposers selects, after proposal submission, shall be provided to the Office of the County Auditor not later than five (5) calendar days after being notified that proposers is the apparent low proposers. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposers Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Tim Marsh

Title: Secretary/Treasurer

Signature: 

Date: 12/3/2019

E-mail address: mwaterproofing@aol.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Michelle Neill

Title: Accounts Payable

Date: 12/3/2019

E-mail address: michelle@marshwaterproofing.com

Proposers Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Tyler County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident proposers" refers to a person who is not a resident.
- (4) "Resident proposers" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Proposers of Texas as defined in Government Code §2252.001.

I certify that Marsh Waterproofing Inc. [company name] is a Nonresident Proposers as defined in Government Code §2252.001 and our principal place of business is Vidor Texas (city and state).

Taxpayer Identification Number (T.I.N.):	76-0681859
Company Name submitting proposal/proposal:	Marsh Waterproofing Inc.
Mailing address:	PO Box 968 Vidor TX 77670-0968
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Tyler County.

Tyler County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Tyler County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Proposers Shall Return Completed Form with Offer.

Proposal Affidavit

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposers further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Proposers.

STATE OF Texas COUNTY OF Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Tim Marsh, who
(name)

after being by me duly sworn, did depose and say:

"I, Tim Marsh am a duly authorized officer of/agent
(name)

for Marsh Waterproofing Inc. and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Marsh Waterproofing Inc.
(name of firm)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposers or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposers is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities proposal on, or to influence any person or persons to proposal or not to proposal thereon."

Name _____ and _____ address _____ of
proposers: Marsh Waterproofing Inc.

240 S Main ST, Suite #2, Vidor TX 77662

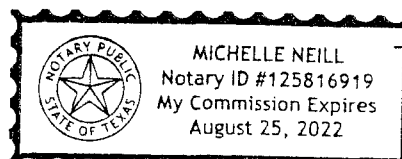
Fax: 409-769-1682 Telephone# 409-769-0459

by: Tim Marsh Title: Secretary/Treasurer
(print name)

Signature: *Tim Marsh*

SUBSCRIBED AND SWORN to before me by the above-named
Tim Marsh on _____

this the 3 day of December, 2019.



Michelle Neill
Notary Public in and for
the State of Texas

Proposers Shall Return Completed Form with Offer.

Contractor's Qualification Statement

A305

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

December 3, 2019

Submitted To: Tyler County Commissioner's Court
100 West Bluff
Woodville TX 75979

Submitted By: Marsh Waterproofing Inc.
Box 968
Vidor TX 77670-0968

- Corporation
- Partnership
- Individual
- Joint Venture
-

Principal Office: 240 South Main ST
Suite #2
Vidor TX 77662

Name of Project: Re-Roofing of Tyler County Courthouse

- Type of Work:
- | | |
|---|-------------------------------------|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Electrical |
| <input checked="" type="checkbox"/> Roofing | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
19 years
- 1.2 How many years has your organization been in business under its present business name?
19 years
 - 1.2.1 Under what other or former names has your organization operated?
N/A
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation: December 30, 2000
 - 1.3.2 State of incorporation: Texas
 - 1.3.3 President's name: Gayle Marsh
 - 1.3.4 Vice-president's name(s):

 - 1.3.5 Secretary's name: Tim Marsh
 - 1.3.6 Treasurer's name: Tim Marsh
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization: N/A
 - 1.4.2 Type of partnership :
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization: N/A
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
N/A

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Texas
Louisiana #41239 Building Construction
Mississippi - #14162 Waterproofing, Roofing & Sheet Metal

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

We perform 100% of waterproofing and roofing with our own forces

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

Attached: Yes No

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Attached: Yes No

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Attached: Yes No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

Attached: Yes No

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Attached: Yes No

- 3.4.1 State total worth of work in progress and under contract:

550,000.00

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Attached: Yes No

- 3.5.1 State average annual amount of construction work performed during the past five years:

3,000,000

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Attached: Yes No

4. REFERENCES

4.1 Trade References:

Hartman's Building Specialties
Box 20456
Beaumont TX 77720
PH #409-866-6103

RSG
2100 Gulf ST
Beaumont TX 77703
PH #409-833-7600

Builders Products
Box 920852
Houston TX 77292
PH #713-686-8203.

4.2 Bank References:

Community Bank of Texas
PO Box 26017
Beaumont TX 77720-6017

4.3 Surety:

4.3.1 Name of bonding company:

Western Surety Bonding Company
PO Box 5077
Sioux Falls SD 57117

4.3.2 Name and address of agent:

McElveen Insurance
700 W Prien Lake RD Ste #200
Lake Charles LA 70601
PH #337-475-7441
Agent: Doug McElveen

5. FINANCING

5.1 Financial Statement Attached: Yes No Audited: Yes No

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Lenora Krielow CPA
PO Box 793
Jennings LA 70546
337-278-5144

5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

6. SIGNATURE

6.1 Dated at Vidor, Texas this 3rd day of December, 2019.

Name of Organization: Marsh Waterproofing Inc.



By: Tim Marsh

Title: Secretary/Treasurer

6.2

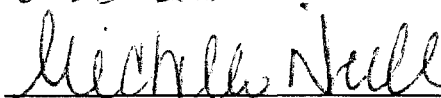
Tim Marsh being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

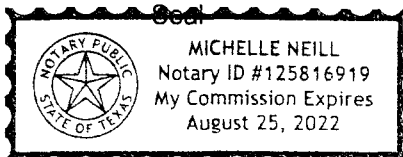
Tim Marsh, Secretary/Treasurer, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Subscribed and sworn before me this 3rd day of December, 2019.

Notary Public: Michelle Neill

My Commission Expires: 8-25-22

Signature: 

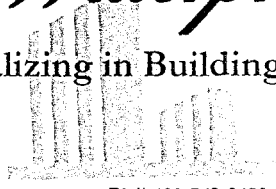


Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968



Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

Marsh Waterproofing, Inc. Historical Preservation Projects

- 1. Galveston Water & Electric Station
3002 Ball Ave
Galveston TX
Original Construction Date: Rebuilt in 1904
General Contractor: Ardent Constuction
Project Manager: Larry Brown
Phone: #713-253-0046
Fax: #888-816-9440*
- 2. Natchez Federal Courthouse – 8/1/2016
109 Pearl ST
Natchez MS 39120
General Contractor: Witherington Construction – Mobile AL
Project Manager: John Salvatore
Phone: #251-633-8570
Fax: #251-633-8577*
- 3. Tyrrell Historical Library – 3/21/2016 to present
695 Pearl ST, Beaumont TX 77704
Owner: City of Beaumont
Project Manager: Jimmy Bevilacqua
Phone: #409-880-3792
Fax: #409-833-9332*
- 4. Historical Fredonia Inn – 12/30/2015 to present
200 N Fredonia ST
Nacogdoches TX 75961
General Contractor: J.E. Kingham Construction
Project Manager: Greg Marroquin
Phone: #936-564-7544
Fax: #936-569-7544*
- 5. Stephen F Austin State University – May 2016 to July 2016*

*Austin Building & Rusk Building
General Contractor: J.E. Kingham Construction
Project Manager: Ronnie Fleenor
Phone: #936-564-7544
Fax: #936-569-7544*

- 6. First Baptist Church Jackson – March 2016 to July 2016
431 N State ST
Jackson MS 39201
Phone: #601-949-1900*
- 7. San Augustine County Jail – December 2015 to May 2016
1919 Jail
San Augustine TX 75972
Judge Samye Johnson
Phone: #936-275-2762
Fax: #936-275-2538*
- 8. Anderson County Courthouse – June 2015 to August 2015
500 N Church ST, Palestine TX 75801
General Contractor: J.E. Kingham Construction
Project Manager: John Kingham
Phone: #936-564-7544
Fax: #936-569-7544*
- 9. LaGrange Casino Hall Renovation – May 2014 to March 2015
Original Construction Date: 1881
Owner: City of LaGrange
225 North Franklin ST
LaGrange TX 78945
General Contractor: Don Kreuger Construction – Victoria
Architect: BBA Architects – 1702 S Market ST, Brenham TX
800-383-5649
Scope of Work: Exterior Restoration: Cutting & Patching, Bituminous
Dampproofing, Joint Sealants, Painting of Exterior, 100% Re-pointing, Rebuilding
Chimneys and Reanchoring Masonry*
- 10. Robertson County Courthouse Phase II and Phase III Jail – Completed March 2014
Original Construction Date: 1882
Owner: Robertson County
102 E Dechard ST
Franklin TX 77856
General Contractor: J.E. Kingham Construction – 936-564-3329
Architect: Sinclair & Wright – 320 Broadway ST, Tyler TX 75702
903-595-2656*

Scope of Work: Masonry Restoration: Historic Limestone, Repointing Historic Masonry, Patching Cracks in Limestone Masonry, & Chimney Tuckpointing

11. *Port Arthur Savings Building Renovation – March 2014 to Present*
Original Construction Date: unknown
Owner: Pt. Arthur Economic Development Corp.
4173 39th ST
Port Arthur TX 77642
General Contractor: SpawGlass – 281-970-5300
Architect: Haddon & Cowan Architects Ph #512-374-9120
Scope of Work: Masonry Restoration: Cleaning, Mortar Testing, Repointing, Reset Stone Masonry and Decorative Masonry Repair

12. *Mississippi State University – Lee Hall Renovation Completed January 2014*
Original Construction Date: 1909
Owner: Mississippi Bureau of Building & Grounds
501 N West ST
Jackson MS 39201
General Contractor: West Brothers Construction – PH #662-328-2438
Architect: Dale & Associates – Ph #601-352-5362
Scope of Work: Masonry Restoration: Cleaning, Repointing, Stone Masonry, Roofing, & Caulking.

13. *Louisiana State Capitol Building – January 2013*
Original Construction Date: 1930
Original Architect: Weiss, Dreyfous & Seiferth
Owner: State of Louisiana
Scope of Work: Waterproofing of 26th and 27th Floor

14. *Market Street Lofts – Galveston Completed June 2012*
Original Construction Date: 1874
Owner: Market ST Lofts Owners Association
1703 Broadway ST
Galveston TX 77550
Scope of Work: Plaster Repair & Elastomeric Coating

15. *Baton Rouge Capitol Annex Building – Completed July 2011*
Original Construction Date: 1937
Owner: State of Louisiana
Box 9405
Baton Rouge LA 70804
Architect: Houston J Lirette – Phone #985-851-1484
Scope of Work: Waterproofing: Masonry Restoration, Stone Restoration, Water Repellants, Joint Sealants, Painting & Coating

16. *Cathedral of St. Peter the Apostle Catholic Church- Completed January 2011*
Original Construction Date: 1900

*Owner: Catholic Diocese of Jackson – Phone #601-969-1880
237 East Amite
Jackson MS 39225*

*Scope of Work: Exterior Restoration: Masonry Restoration, Pointing, Caulking,
Painting & Wood Restoration*

17. Christus St Elizabeth – Phelan Mansion

Original Construction Date: 1928

Original Architect: Owen James Trainor Southwell

Owner: Christus St. Elizabeth

2830 Calder Ave

Beaumont TX 77702

*Scope of Work: Exterior Restoration: Cleaning, Tuckpointing, Masonry Repairs,
Patching, Caulking, Mask Grouting, Door & Window Frame Repairs & Transparent
Waterproofing.*

18. Shearn Moody Plaza – December 2010

Original Construction Date: 1931

Original Architect: E.A. Harrison

Owner: Moody Foundation

123 25th ST

Galveston TX 77550

*General Contractor: Rismiller Construction
Galveston, TX 77550*

*Scope of Work: Exterior Restoration – Cleaning, Masonry Restoration, Terra Cotta &
Brick Repair, Overall Grouting, Caulking of Control & Expansion Joints, Lintel
Repairs, Door & Window Frame Caulking and Glazing, & Elastomeric Coating*

19. Polk County Judicial Center – December 2010

Owner: Polk County

General Contractor: J.E. Kingham Construction

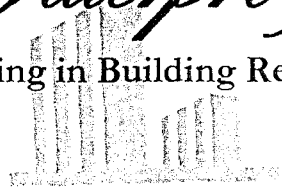
Phone #936-564-3329

Scope of Work: Masonry Restoration

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662



Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459 / Cell# 409-782-3527
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

Marsh Waterproofing, Inc. Historical Restoration Projects

June 2018	Cameron Parish Courthouse Cameron, LA
June 2018	Woodville United Methodist Church Woodville, TX
June 2018	Grace Point at Eagle Heights Church Orange, TX
May 2018	Universal Weather & Aviation Houston, TX
May 2018	C-Spire Ridgeland, MS
April 2018	Anahuac Sports Complex Anahuac, TX
April 2018	American National Insurance Galveston, TX
March 2018	1801 O'Connor Family Church Victoria, TX
March 2018	John Henry Foster Project St. Louis, MO
Feb 2018	New Iberia Parish Courthouse Iberia Parish, LA
Feb 2018	Christus St. Elizabeth – Control Tower Beaumont, TX

Jan 2018	St. Richard Catholic Church Jackson, MS
Dec 2017	Liberty County Courthouse Liberty, TX
Dec 2017	Lamar University – Lucas Building Beaumont, TX
Oct 2017	SFA Stem Building Nacogdoches, TX
Oct 2017	Veterans Affairs Building Beaumont, TX
Sept 2017	Vanderbilt Residence Inn Nashville, TN
Sept 2017	Beaumont Downtown Library Beaumont, TX
Sept 2017	Stark Library Orange, TX
Aug 2017	Lafayette Parish Justice Middle Lafayette, LA
Aug 2017	Energy Museum Beaumont, TX
Aug 2017	Fire Station No. 4 Beaumont, TX
July 2017	Canton High Canton, MS
May 2017	Natchez Federal Courthouse Natchez, MS
Feb. 2017	Fredonia Inn Nacogdoches, Texas
Dec. 2016	Tyrel Historic Library Beaumont, Texas
Oct. 2016	1881 LaGrange Casino Hall LaGrange, Texas

Sept. 2016	905 Orleans Street Beaumont, Texas
Dec. 2015	Old 1919 Jail San Augustine, Texas
March 2014	Robertson County Courthouse Franklin, Texas
Jan. 2014	MS State University Lee Hall Restoration
Dec. 2013	Robertson County Courthouse & Jail Franklin Texas
Jan. 2013	Louisiana State Capitol Baton Rouge, LA
June 2012	Market ST Lofts Galveston, Texas
July 2011	Baton Rouge Capitol Annex Baton Rouge, LA
Jan. 2011	St. Peter's Catholic Church Jackson, Mississippi Main Sanctuary
Jan. 2011	Christus St. Elizabeth Phelan Mansion
Feb. 2011	Johnson's Furniture Nacogdoches, Texas
Dec. 2010	Shearn Moody Plaza Galveston, Texas
Dec. 2010	Polk County Jail & Judicial Center Livingston, Texas
Aug. 2010	City of Nacogdoches, Texas Sterne Hoya Museum

June 2010	Fondren Presbyterian Church Jackson, Mississippi
March 2010	Covenant Presbyterian Church Jackson, Mississippi
Oct. 2009	City View Lofts Houston, Texas
Sept. 2009	US Navy Base New Orleans, Louisiana
June 2009	St. Augustine Co. Courthouse St. Augustine, Texas
July 2009	First Presbyterian Crockett Crockett, Texas
Mar. 2009	Heritage Center Orange, Texas
Sept. 2008	Crawford Building Livingston, TX
Sept. 2008	Nacogdoches Co. Courthouse Nacogdoches, TX
July 2008	Historic Dow School Houston, Texas
April 2008	Willard Hall Law Office Beaumont, Texas
March 2008	Kyle Building Beaumont, Texas
Jan. 2008	Brian Austin Beaumont, Texas
May 2006	Historic Train Depot City of Nacogdoches

Other Restoration Projects

**Carthage ISD-Middle School
Carthage Texas**

**St. Augustine Presbyterian Church
St. Augustine, Texas**

**First Presbyterian Church
Beaumont, Texas**

**Sacred Heart Church
Beaumont, Texas**

**St. Joseph's Catholic Church
Port Arthur, Texas**

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459 / Cell# 409-782-3527
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

Key Personnel

- **Tim Marsh – Secretary Treasurer 409-782-3527**
- **Mike Hentrich – Project Manager 409-454-9964**

Office Staff

- **Tammy Leger – Accounts Payable, Payroll & Certified Payroll**
- **Michelle Neill – Accounts Receivable, AIA G 702 & G 703**

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Marsh Waterproofing, Inc.
P O Box 968, Vidor, TX 77670
as PRINCIPAL, AND Western Surety Company

as SURETY are held and firmly bound unto TYLER COUNTY COMMISSIONER'S COURT hereinafter
called the "Owner," in the penal sum
of Five percent of amount bid Dollars, (\$ --5%--),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the
Accompanying Bid, dated December 9, 2019, for TYLER COUNTY COMMISSIONER'S
RE-ROOFING OF TYLER COUNTY COURTHOUSE.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall
within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed
forms are presented to him for signature, enter into a written Contract with the Owner in accordance with
the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the
faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid
within the period specified, or the failure to enter into such Contract and give such bond within the time
specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and
the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess
of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and
virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several
seals this 9th day of December, 2019, the name and corporate seal of each corporate
party being hereto affixed and these present signed by its undersigned representative, pursuant to authority
of its governing body.

Marsh Waterproofing, Inc. (SEAL)

Tim Mann

(SEAL)

Western Surety Company

Chris Baker

By:

Chris Baker, Attorney-in-Fact

Attest:

Duane McFadden

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

By: _____ Affix
Corporate Seal

Attest:

By: _____ Affix
Corporate Seal

Countersigned

by Amis Barden

*Attorney-in-Fact, State of LA

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
Secretary of the Corporation named as
Principal in the within bond; that _____

who signed the said bond on behalf of the Principal was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was
duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate
Seal)

Title _____

* Power-of-attorney for person signing for surety company must be
attached to bond.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathryn W Peters, Douglas N McElveen, Chris Baker, Benjamin Dennis Stine, Individually

of Lake Charles, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of December, 2018.



WESTERN SURETY COMPANY

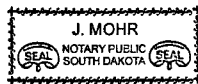
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of December, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of December, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AIA[®] Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Ninth day of December in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tyler County Commissioners Court
100 W Bluff
Room #105
Woodville, Texas 75979

and the Contractor:
(Name, legal status, address and other information)

Marsh Waterproofing, Inc
Tim Marsh
240 S Main Street, Suite #2
Vidor, Texas 77662

for the following Project:
(Name, location and detailed description)

Re-Roofing of Tyler County Courthouse
100 W Bluff
Woodville, Texas 75979

The Architect:
(Name, legal status, address and other information)

The LaBiche Architectural Group, Inc
Dohn H. LaBiche, FAIA
7999 Gladys Ave
Suite 101
Beaumont, Texas 77706

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than One Hundred Days (100) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty Thousand Dollars and Zero Cents (\$ 160,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>N/A</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
<u>N/A</u>		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
<u>N/A</u>	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor shall pay as liquidated damages the sum of Two Hundred Dollars and Zero Cents (\$200.00) for each consecutive day after the date of substantial completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 % Zero per Annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Judge Jacques L. Blanchette
Tyler County Commissioners Court
100 W Bluff, RM #105
Woodville, Texas 75979

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Tim Marsh
Marsh Waterproofing, Inc.
240 South Main Street, Suite #2
Vidor, Texas 77662
409.769.0459
mwaterproofing@aol.com

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction (found in spec book)
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
<u>See Attached Index of Drawings</u>	<u>Index of Drawings</u>	<u>10/25/2019</u>

.6 Specifications

Section	Title	Date	Pages
<u>See Attached Table of Contents</u>	<u>Table of Contents</u>	<u>10/25/2019</u>	<u>2</u>

.7 Addenda, if any:

Number	Date	Pages
<u>Addenda No. 1</u>	<u>11.21.19</u>	<u>1</u>
<u>Addenda No. 2</u>	<u>12.06.19</u>	<u>1</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Init.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

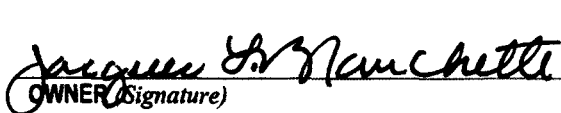
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>Supplementary General Conditions</u>	<u>Supplementary General Conditions</u>	<u>10.25.19</u>	<u>3</u>

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Judge Jacques L. Blanchette
(Printed name and title)


CONTRACTOR (Signature)

Tim Marsh
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

Int.

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User Notes:

(961760324)

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

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VENDOR REFERENCES	X
SIGNATURE PAGE	X
CONFLICT OF INTEREST QUESTIONNAIRE	X
CONFLICTS DISCLOSURE STATEMENT	X
GOOD FAITH EFFORT DETERMINATION CHECKLIST	X
NOTICE OF INTENT TO SUBCONTRACT WITH HUB'S	X
HUB SUBCONTRACTING PARTICIPATION DELARATION FORM	X
RESIDENCE CERTIFICATION / TAX FORM	X
PROPOSAL AFFIDAVIT	X
INSTRUCTIONS TO PROPOSERS	
AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA A101-2017)	
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA A201-2017)	
SUPPLEMENTARY GENERAL CONDITIONS	
INSURANCE REQUIREMENTS	
BID BOND	X
PAYMENT BOND	
PERFORMANCE BOND	
INDEX OR DRAWINGS	

Division	Section Title	Pages
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PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000497	GENERAL CONTRACTOR QUALIFICATION STATEMENT	1
000499	CONTRACTOR EVALUATION	2

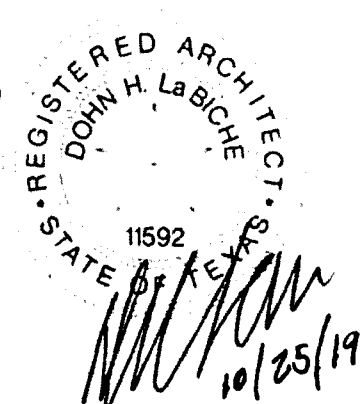
SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY	3
012500	SUBSTITUTION PROCEDURES	4

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RE-ROOFING OF
TYLER COUNTY COURTHOUSE

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012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	7
013200	CONSTRUCTION PROGRESS DOCUMENTATION	4
013300	SUBMITTAL PROCEDURES	10
014000	QUALITY REQUIREMENTS	7
014200	REFERENCES	13
016000	PRODUCT REQUIREMENTS	7
017300	EXECUTION	5
017700	CLOSEOUT PROCEDURES	5
017823	OPERATION AND MAINTENANCE DATA	5
017839	PROJECT RECORD DOCUMENTS	4
019000	THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION	1

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	4
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DIVISION 03 - CONCRETE

NOT USED

DIVISION 04 - MASONRY

NOT USED

DIVISION 05 - METALS

055150	ROOF LADDERS	4
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DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061050	ROOF CARPENTRY	5
--------	----------------	---

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

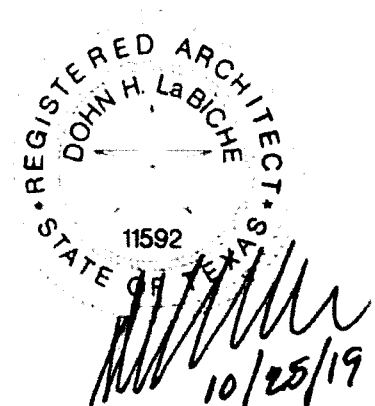
072200	ROOF INSULATION	4
073214	VITRIFIED CLAY WALL COPING	4
075216	MODIFIED BITUMEN ROOF SYSTEM	12
075220	ROOFING INSTALLER'S WARRANTY	2
075600	FLUID APPLIED FLASHING	7
076200	FLASHING AND SHEET METAL	8
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NOT USED

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The LaBiche

ARCHITECTS

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

November 21, 2019

ADDENDUM NO. 1

**PROJECT #19022 – RE-ROOFING OF TYLER COUNTY COURTHOUSE
WOODVILLE, TEXAS**

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

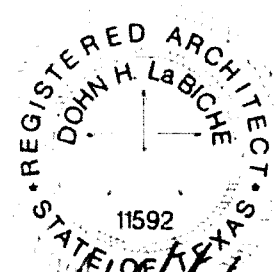
None

DRAWINGS

GENERAL NOTES

1. Owner shall not allow access to the roof from inside the building. Contractors shall provide access to roof by exterior means. If lower roofs are to be used for access, the Contractor assumes all responsibility for damage to the roof surfaces, flashings and copings.
2. It is acknowledged that clay tile copings are brittle and may be damaged or broken during removal. Contractor's shall make assumptions about their reuse and should cover the cost of total replacement in their proposal. Any clay tile coping not damaged during removal shall be reused.

End of Addendum No. 1



[Handwritten signature]
11/21/19



The LaBiche
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 6, 2019

ADDENDUM NO. 2

**PROJECT #19022 – RE-ROOFING OF TYLER COUNTY COURTHOUSE
WOODVILLE, TEXAS**

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

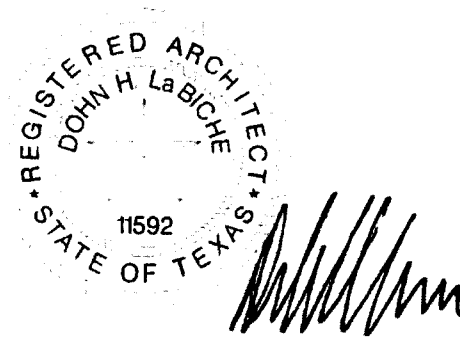
LEGAL NOTICE, ADVERTISEMENT FOR INVITATION FOR BIDS

Add the following statement to Legal Notice Advertisement for Invitation for Proposals:

1. Bids will be opened at 11:10 during the Commissioners Court meeting.

DRAWINGS

None



End of Addendum No. 2

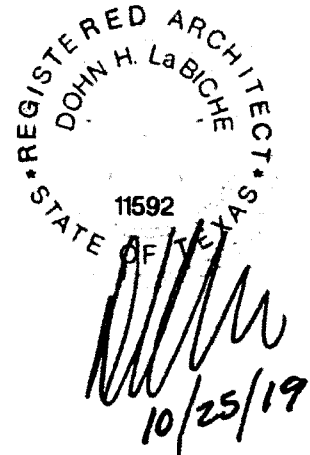
RE-ROOFING OF
TYLER COUNTY COURTHOUSE

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ARCHITECTURAL

- R1 WIND ZONE PLAN, COURTHOUSE ROOF PLAN & SCHEDULES
- R2 ROOF DETAILS
- R3 ROOF DETAILS
- R4 ROOF DETAILS
- R5 ROOF DETAILS

END OF INDEX OF DRAWINGS



RE-ROOFING OF
TYLER COUNTY COURTHOUSE

SUPPLEMENTARY GENERAL CONDITIONS

THE GENERAL CONDITIONS: The General Conditions of this Contract is the American Institute of Architects' Document A-201, "General Conditions of the Contract for Construction", 2017 Addition, hereinafter referred to as the "AIA General Conditions", a copy of which is bound herein.

THE SUPPLEMENTARY GENERAL CONDITIONS: The Supplementary General Conditions contain changes and interpretations of the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

CHANGES AND ADDITIONS TO OR INTERPRETATIONS OF VARIOUS ARTICLES OF THE AIA GENERAL CONDITIONS ARE AS FOLLOWS:

Article 2 – Owner

Add:

2.1.1 The Owner is:

Tyler County Commissioner's Court
100 West bluff
Woodville, Texas 75979

Article 4 – Architect

Add:

4.1.1 The term Architect refers to The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont, Texas 77706, acting individually or through any of their associates or representatives duly authorized to act for them.

Article 5 – Subcontractors

Add the following sentence to Subparagraph 5.2.4:

The Architect's and Owner's approval or disapproval of any subcontractor does not relieve Contractor of his responsibility for the performance of the work, nor will the approval of a particular subcontractor be construed as approval of any particular process or material.

Article 7 – Changes in the Work

Add the following to Subparagraph 7.1.1:

In giving instructions to the Contractor, the Architect shall have authority to make minor changes in the work, not involving revisions in the amount of the Contract. Otherwise, except in emergencies endangering life or property, extra work or changes shall be made

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

only in pursuance of written orders signed by the Owner; and claims for additions to the Contract Sum shall not be valid unless so ordered
Add the following Subparagraph 7.1.4:

Changes involving revision of the Contract Price shall be effected only on standard forms provided by Architect. The manner of computing adjustments in the Contract Price shall rigidly conform to the following provisions:

- 7.1.4.6 The Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested.
- 7.1.4.7 Any claim for extension of time in connection with extra work will be adjusted at the time of ordering such change.
- 7.1.4.8 Measurements and payments for contracted unit price work: All measurements and payments for unit price work shall be based on completed work performed in strict accordance with the drawings and specifications and on the contract unit price amounts.

Article 13 – Miscellaneous Provisions

Add:

13.9 Control of Materials

- 13.9.1 If the normal trade practice for manufacturers is to furnish warranties or guarantees for the materials and equipment specified herein, the Contractor shall turn the guarantees and warranties over to the Architect for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful bidder.
- 13.9.3 All manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished, in-place steel product. The Contractor shall furnish, to the Architect, certified mill test reports on the base metal and producer's certifications on all subsequent manufacturing processes stating compliance with the applicable specification(s) and that all manufacturing processes occurred in the United States. Producer's certifications shall bear the notarized signature of a responsible authorized representative of the producer.

13.10 Differing Construction-site Conditions

- 13.10.1 During the progress of the work, if subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Party discovering such conditions shall promptly notify the Architect in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- 13.10.2 Upon written notification, the Architect will promptly investigate the conditions, and if he determines that the conditions materially differ and cause an increase or

RE-ROOFING OF
TYLER COUNTY COURTHOUSE

decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing in accordance with Article 7. The Contractor will be notified of the Architect's determination whether or not an adjustment of the contract is warranted.

13.10.3 No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice in accordance with Article 13.3.1.

13.10.4 No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Article 15

15.5 Approval of Materials

15.5.1 Reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, if any, may, at his option, use any article, device, product, material, fixture, for, or type of construction which in the judgement of the Architect expressed in writing is equal to that specified.

15.5 Qualification of Contractors

15.5.1 Attention is called to the fact that a bidder in signing the proposal represents that he has the financial ability and experience to carry the work through its several stages, and unless he can show evidence of such ability, he will not be eligible to receive the award of the Contract. To be eligible for consideration he should be able to show that he has available liquid assets amounting to at least ten percent (10%) of the combined total of his bid plus the amount required for uncompleted work on other contracts held by him at the time of opening the proposals. The Owner reserves the right to award the contract to a person whom he deems qualified by experience and financial responsibility to successfully carry out the work.

15.6 Subletting or Assigning of Contract

15.6.1 The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Contract of any portion thereof, or his rights title or interest therein without the approval of the Architect. In any case, no subcontract will relieve the Contractor of his responsibility under the Contract.

END OF SUPPLEMENTARY GENERAL CONDITIONS



The LaBiche
ARCHITECTURAL GROUP, INC.

December 4, 2019

Dohn H. LaBiche, FAIA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409)860-0197
Fax: (409)860-0198
www.labiche.com

Judge Jacques L Blanchette
100 W. Bluff, RM # 102
Woodville, Texas 75979

Re: Rehabilitation to the Tyler County Courthouse

Dear Judge Blanchette:

ARCHITECTURE

PROJECT CONSULTING

PLANNING

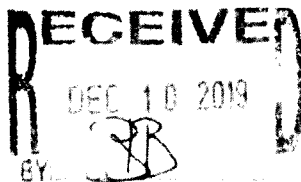
INTERIOR DESIGN

Enclosed is our Invoice No. 190205 in the amount of \$34,084.97
for Architectural services rendered.

Sincerely,

Dohn H. LaBiche, FAIA

DHL/ael





The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Judge Jacques L. Blanchette
 100 W. Bluff, RM #102
 Woodville, TX 75979

December 4, 2019
 Project No: 19020
 Invoice No: 190205

Project 19020 Rehabilitation to the Tyler County Courthouse

Professional Services from November 1, 2019 to November 29, 2019

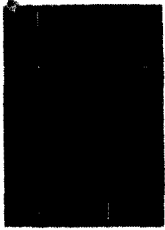
Fee

Estimated Construction Cost 933,891.50
 Fee Percentage 15.00
 Total Fee 140,083.73

Description	% of Contract	Fee	% work to date	Earned	Previous Billed	This Invoice Billed
Schemaic Design	15.00	21,012.56	100.00	21,012.56	15,000.00	6,012.56
Design Development	20.00	28,016.75	100.00	28,016.75	0.00	28,016.75
Construction Documents	40.00	56,033.49	0.00	0.00	0.00	0.00
Bidding	5.00	7,004.19	0.00	0.00	0.00	0.00
Construction	20.00	28,016.75	0.00	0.00	0.00	0.00
Totals				49,029.31	15,000.00	34,029.31
Total Fee						34,029.31

Reimbursable Expenses

Travel						
11/11/2019	Gerald Moorhead, FAIA	TRAVEL			48.40	
Total Reimbursables					48.40	55.66
Total this Invoice						\$34,084.97



The LaBiche
ARCHITECTURAL GROUP, INC.

December 4, 2019

Dohn H. LaBiche, FAIA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409)860-0197
Fax: (409)860-0198
www.labiche.com

Judge Jacques L Blanchette
100 W. Bluff, RM # 102
Woodville, Texas 75979

Re: Tyler County Courthouse Roof

Dear Judge Blanchette:

ARCHITECTURE

PROJECT CONSULTING

PLANNING

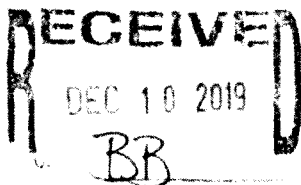
INTERIOR DESIGN

Enclosed is our Invoice No. 1902203 in the amount of \$967.41
for Architectural services rendered.

Sincerely,

Dohn H. LaBiche, FAIA

DHL/ael



The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Judge Jacques L. Blanchette
 100 W. Bluff, RM #102
 Woodville, TX 75979

December 4, 2019
 Project No: 19022
 Invoice No: 1902203

Project 19022 Tyler County Courthouse Roof
Professional Services from November 1, 2019 to November 29, 2019
Fee

Description	Fee	% work to date	Earned	Previous Billed	This Invoice Billed
Assessment	2,400.00	100.00	2,400.00	2,400.00	0.00
Construction Documents	7,200.00	100.00	7,200.00	7,200.00	0.00
Bidding	600.00	100.00	600.00	0.00	600.00
Construction Observation	1,800.00	0.00	0.00	0.00	0.00
Total Fee	12,000.00		10,200.00	9,600.00	600.00
Total Fee					600.00

Reimbursable Expenses

Printing				
10/31/2019	Triangle Blue Print Co.	15 SPEC BOOKS		210.93
10/31/2019	Triangle Blue Print Co.	75 BLUEPRINTS		63.00
10/31/2019	Triangle Blue Print Co.	SPEC BOOKS		20.00
Total Reimbursables			1.25 times	293.93
				367.41
Total this Invoice				\$967.41

Triangle Blueprint Company

Invoice

1123 Calder Street
 Beaumont, Texas 77701
 409.835.6810

Date	Invoice #
10/7/19	56848

LABICHE ARCHITECTURE GROUP
 7999 GLADY'S AVE #101
 BEAUMONT, TX 77706

P.O. Number	Rep	Terms
	Janic	Net 30

Quantity	Item Code	Description	Amount
1	Spec Books	TYLER CO. COURTHOUSE - REROOFING 243 ORIGINALS - BOUND	20.00
Subtotal			\$20.00

Sales Tax \$0.00

Total \$20.00

Signature

Triangle Blueprint Company

Invoice

1123 Calder Street
 Beaumont, Texas 77701
 409.835.6810

Date	Invoice #
10/28/19	57152

LABICHE ARCHITECTURE GROUP
 7999 GLADY'S AVE #101
 BEAUMONT, TX 77706

P.O. Number	Rep	Terms
	Janic	Net 30

Quantity	Item Code	Description	Amount
15	Spec Books	19022 TYLER COUNTY COURTHOUSE	210.93
75	Blueprints	250- ORIGINALS - SPRIAL BOUND 24 X 36 JOB 19022 TYLER COUNTY COURTHOUSE	63.00
Subtotal			\$273.93

Sales Tax \$0.00

Total \$273.93

Signature

Publish two times
____ Newspaper
____ Court Agenda
____ County Clerk

NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler for the following:

ID# 12232019 Maintenance Agreement for Air Conditioning Units at County Buildings

Will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas until 10:00 A.M. on December 23, 2019 at which time and place all bids received will be publicly opened and awarded in Commissioner's Court, December 23, 2019 at 11:00 A.M.

FACSIMILES SHALL NOT BE ACCEPTED.

Bid Specifications and information can be obtained at the Tyler County Auditor's Office and on the website www.co.tyler.tx.us . Questions should be directed to the Tyler County Judge's Office 409-283-2141.

Payments will be processed by the County Auditor after notification of satisfactory receipt of services.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE WITH THE ID# WHICH YOU ARE BIDDING. REMIT SEVEN COPIES ALONG WITH ORIGINAL BID.

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.

To avoid misunderstandings and potential litigation, it is highly recommended that the bid specifications include notice that the commissioners court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

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

VANCE'S A/C & HEATING
 P.O. Box 591
 Colmesneil, TX 75938
 409-837-5361

677529

Bid ID#

TACLB015487C

ORDER INFO	customer's order no.	phone	date
	12232019		12-21-19
	name		
	County of Tyler		
	address		
	100 West Bluff		
city, state, zip			
Waddoups, TX 75979			
sold by		cash <input type="checkbox"/> charge <input type="checkbox"/> check <input type="checkbox"/>	shipping information
		c.o.d. <input type="checkbox"/> on acct. <input type="checkbox"/> # _____	

quantity	description	price	amount
1	Bid for Maintenance		
2	Agreement of Air Conditioning		
3	at County Buildings		
4			
5	I will perform all specified		
6	items as per bid sheet		
7	For the sum of		
8			
9	Total #	22,800	⁰⁰ / _{xx}
10	Bid includes = Air filters		
11	coil cleaner		
12	drain pan treatment		
13	Bid Doesnot = Belts - free		
14	include or other parts		
15			
16	<i>James Stewart</i>		
received by			

**Affordable
Air Conditioning
Installation
Services**

Three attached bids for Tyler County Offices.

**Contractor: Nick Matuk
Lic: TACLB84791E
Cell: 936-222-1895
Office: 409-242-8002
Email: nickaais@yahoo.com**

Affordable A/C Installation Services

Contractor: Nick Matuk

Lic# TACLB84791E

Cell:936-222-1895

Office: 409-242-8002

Email: nickaais@yahoo.com

Filter Clean/Change Bid for year 2020

Clean or change 83 filters per month.

- 16-EOC/Nutrition Center
- 10-Commissioners Building
- 2-Annex
- 5-County Clerk Office
- 2-District Attorney
- 3-Courtroom & Maintenance Office
- 16-Sheriff's Building

- 28-Mini-Splits Courthouse
- 1- Window Unit

Total Agreement Price for 12 months: \$3,900,000

***Price includes filters.**

Affordable A/C Installation Services

Contractor: Nick Matuk

Lic# TACLB84791E

Cell:936-222-1895

Office: 409-242-8002

Email: nickaais@yahoo.com

Maintenance Bid for Regular A/C Systems and Mini-Splits for the year of 2020

Maintenance 35 AC systems total, twice per year.(Spring/Fall)

- EOC/nutrition center-9 systems
- Commissioners building-10 systems
- Annex-3 systems
- County clerk office-5 systems
- Sheriff's building-4 systems
- District attorney-2 systems
- Courthouse-2 systems

Includes

Indoor:

- Lightly brush and spray coil cleaner on indoor unit coils if reasonably accessible.
- Check capacitor
- Clear drain
- Inspect for air leaks, water leaks, and Freon leaks.
- Check blower motor amps.
- Check heat strips working properly.

Outdoor:

- Hose off/acid wash condenser coils as needed
- Check capacitor
- Check compressor amps
- Check fan motor amps
- Check freon

Maintenance 29 mini-split systems twice per year. (Spring/Fall)

- Courthouse 1st Floor-15 mini split systems
- Courthouse 2nd Floor- 9 mini split systems

- Juvenile Probation-4 mini split systems
- Window Unit-1

Includes

Indoor:

- Brush and spray coil cleaner on indoor unit.
- Check drain
- Check heat

Outdoor:

- Hose off acid/wash condenser coils.
- Check compressor amps.

Total Agreement Price for 64 systems: \$4,500.00

****Includes free service calls to all units under maintenance agreement, that are not mini splits.**

Includes 10% off new AC systems.

Affordable A/C Installation Services

Contractor: Nick Matuk

Lic# TACLB84791E

Cell:936-222-1895

Office: 409-242-8002

Email: nickaais@yahoo.com

Maintenance Bid for Regular A/C Systems for the year of 2020

Maintenance 35 AC systems total, twice per year.(Spring/Fall)

- EOC/nutrition center-9 systems
- Commissioners building-10 systems
- Annex-3 systems
- County clerk office-5 systems
- Sheriff's building-4 systems
- District attorney-2 systems
- Courthouse-2 systems

Includes

Indoor:

- Lightly brush and spray coil cleaner on indoor unit coils if reasonably accessible.
- Check capacitor
- Clear drain
- Inspect for air leaks, water leaks, and Freon leaks.
- Check blower motor amps.
- Check heat strips working properly.

Outdoor:

- Hose off/acid wash condenser coils as needed
- Check capacitor
- Check compressor amps
- Check fan motor amps
- Check freon

Total Agreement Price: \$3,500.00

**** Includes free service calls to all units under maintenance agreement, that are not mini-splits.**

Includes 10% off new AC systems.

Planned Service Proposal



CUSTOMER
TYLER COUNTY COURTHOUSE

LOCAL JOHNSON CONTROLS OFFICE
4683 COLLEGE STREET
BEAUMONT, TX 77707

AGREEMENT START DATE:
01/01/2020

PROPOSAL DATE:
12/22/2019

ESTIMATE NO:
1-1601AWVG



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR TYLER COUNTY COURTHOUSE

Dear Tyler County,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2020 and ending 12/31/2020.
- The agreement price for first year to perform the Spring/Fall Inspection on 34 A/C systems

Description	Price Annually
Spring/Fall Inspection	\$ 14,784.00
Quarterly Filter Changes Add	\$ 6,962.00
Monthly Filter Change Add	\$ 19,985.24

- *Please note, during the walkthrough. At the DA Office, the west unit will need evap coil pulled and cleaned as it has never had a filter in place since unit installed. At Nutrition Center unit by Red Cross Room, will need to have a filter rack added as there is no current filter grill in place. We recommend also pulling and cleaning the evaporator coil on this AHU also and then installing a filter rack to prevent dust/dirt from getting back on coil. Sheriff Dept has not had any filters changed in quite some time.*
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

John Post
Acct Rep Owner
409-291-6131
John.W.Post@JCI.COM

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

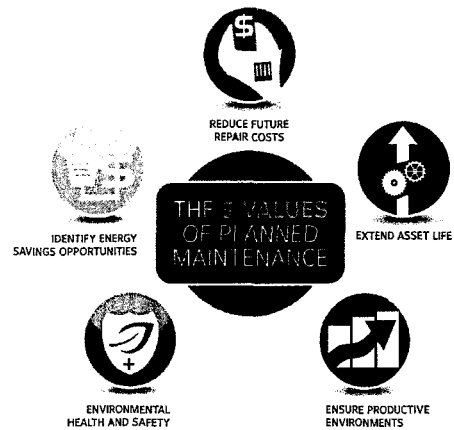
4. **Ensure Productive Environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

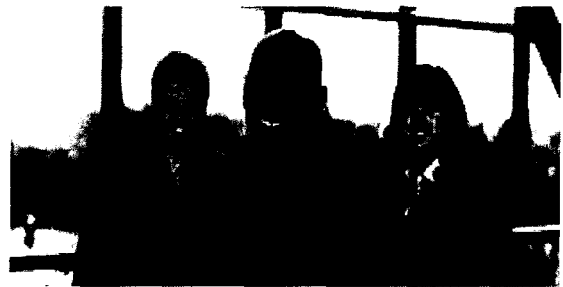
Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility.



In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Evaporator Coil Cleaning

Dirty evaporator coils impair heat transfer from the circulated air to the cooling medium. This reduces the efficiency of the unit. Extremely dirty coils may impede the airflow across the coil and out into the building, which can cause occupant discomfort and complaints. Johnson Controls technicians will clean these coils, improving efficiency and occupant comfort.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

Planned Service Agreement

Customer Name : TYLER COUNTY COURTHOUSE
Address: 100 W BLUFF ST WOODVILLE, TX 75979
Proposal Date: 12/22/2019
Estimate #: 1-1601AWVG

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2020 and will continue until 12/31/2020 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$14784.00 + options. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

TBD

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS
 Inc.**

_____		_____	
By: John Post		By:	
_____		_____	
Signature:		Signature:	
_____		_____	
Title: Acct Rep Owner	Date:	Title:	Date:
_____	_____	_____	_____
Signature:		Customer PO#:	
_____		_____	
Title:	Date:		
_____	_____		

JCI Branch: JOHNSON CNTRL BEAUMONT CB - 0N82
 Address: 4683 COLLEGE STREET
BEAUMONT, TX 77707
 Branch Phone: (866) 862 - 0455
 Branch Email: John.W.Post@jci.com

Schedule A - Equipment List

TYLER COUNTY CLERK BUILDING	116 S CHARLTON ST WOODVILLE, TX 75979
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Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 5
 Coverage Level: Basic

- Services Provided**
- 1 Condenser Coil Cleaning
 - 1 Cooling Comprehensive
 - 1 Electric Heating Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR TYLER COUNTY COURTHOUSE

TYLER COUNTY EOC NUTRITION CENTER	201 VETERANS WAY WOODVILLE, TX 75979
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Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 8

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Electric Heating Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

TYLER COUNTY COMMISSIONER OFFICE	203 N CHARLTON ST WOODVILLE, TX 75979
---	--

Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 9

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Electric Heating Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR TYLER COUNTY COURTHOUSE

TYLER COUNTY ANNEX	1001 W BLUFF ST WOODVILLE, TX 75979
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Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 3

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Electric Heating Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR TYLER COUNTY COURTHOUSE

TYLER COUNTY SHERIFF DEPT	702 N MAGNOLIA ST WOODVILLE, TX 75979
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Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

Quantity: 4

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive (with Economizer)
- 1 Evaporator Coil Cleaning
- 1 Gas Heating Comprehensive (with Economizer)

Customer Tag

Manufacturer

Model #

Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

TYLER COUNTY COURTHOUSE/DA OFFICE	100 W BLUFF ST WOODVILLE, TX 75979
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Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Electric Heating Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Equipment Tasking

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

Condenser Coil Cleaning

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive (with Economizer)

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check and tighten electrical connections
- Check VFD operation and clean cooling fan intake (if applicable)
- Check contactor(s)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

appropriate customer representative

Evaporator Coil
Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Clean condensate drain (if necessary)
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating
Comprehensive (with
Economizer)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check combustion blower motor operation
Check igniter and pilot operation
Check condition of heat exchanger
Check condition of burners and clean as required in place
Check for proper venting
Check for leaks on gas line (within cabinet)
Check condition of pulley and belts
Check economizer operation
Lubricate and adjust economizer damper linkages
Verify proper operation of exhaust motor (if applicable)
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Electric Heat, <7.5 Tons

Condenser Coil
Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check condition of condenser coil
Check condenser fan motors and blades
Check blower motor operation
Lubricate blower and motor bearings (if applicable)
Check condition and alignment of pulley and belts (if applicable)
Check condition of filters
Clean condensate pan and clear drain line (if readily accessible)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Electric Heating
Comprehensive**

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check blower motor operation
Check condition of pulley and belts (if applicable)
Check heat strip operation (coordinate with customer)
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
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Special Additions and Exceptions

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer has purchased Connected Chiller Services on any Covered Equipment as more fully described in Schedule A, JCI will provide a cellular modem ("Gateway Device" owned by JCI) or Customer will supply a network connection suitable to establish a remote connection with Customer's Equipment to permit JCI to perform troubleshooting, quarterly health reports, and meet service levels, including remote diagnostic, monitoring and repair services. Customer will benefit from being able to access chiller information from JCI Connected Chillers from a mobile smart device. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no warranty or guarantee relating to the Connected Services. For Equipment not covered by a current Service Agreement, JCI disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Equipment error or malfunction.

5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days.

Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal

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fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access.
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations

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will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS

J. FORCE MAJEURE

JCI shall not be responsible for delays, interruptions or failure to perform due to causes beyond its reasonable control, including but not limited to: material shortages, acts of god, acts of government agencies; strikes, labor disputes, work stoppages; fires, explosions or casualties, thefts, vandalism, riots, war or civil disobedience/unrest, terrorism, cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches, severe weather and unavailability of parts, materials, or supplies.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. **CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.**

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device

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and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the

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remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

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capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO**

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR TYLER COUNTY COURTHOUSE

SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]



INVOICE

BILL TO:

TYLER COUNTY
 116 S CHARLTON
 WOODVILLE, TX 75979

Remit to:

1110 Enterprise Drive
 Sulphur Springs, Texas 75482
 1.800.465.5127
 Phone 903.885.8018 Fax 903.885.1604
 www.netdatacorp.net

INVOICE #: ND-001185
 DATE: 01/01/2020

PURCHASE ORDER #	WORK ORDER #	DUE DATE
		01/31/2020

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ND-001	Annual Software Maintenance - County Clerk Case Mgt	Each	1	\$18,455.00	\$18,455.00
ND-001	Annual Software Maintenance - District Clerk Case Mgt	Each	1	\$16,620.00	\$16,620.00
ND-001	Annual Software Maintenance - County Atty Case Mgt	Each	1	\$7,645.00	\$7,645.00
ND-001	Annual Software Maintenance - Atty eDiscovery	Each	1	\$0.00	\$0.00
ND-001	Annual Software Maintenance - Justice of the Peace	Each	1	\$34,315.00	\$34,315.00
ND-001	Annual Software Maintenance - Jury Selection	Each	1	\$7,690.00	\$7,690.00
ND-001	Annual Software Maintenance - Law Enforcement	Each	1	\$32,650.00	\$32,650.00
ND-001	Annual Software Maintenance - Indexing	Each	1	\$18,020.00	\$18,020.00
ND-001	Annual Software Maintenance - Child Support	Each	1	\$4,326.00	\$4,326.00
SUBTOTAL					\$139,721.00
TOTAL					\$139,721.00



INVOICE

BILL TO:
TYLER COUNTY 116 S CHARLTON WOODVILLE, TX 75979

Remit to:
 1110 Enterprise Drive
 Sulphur Springs, Texas 75482
 1.800.465.5127
 Phone 903.885.8018 Fax 903.885.1604
 www.netdatacorp.net

INVOICE #: ND-001263
 DATE: 01/01/2020

PURCHASE ORDER #	WORK ORDER #	DUE DATE
		01/31/2020

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ND-013	Annual IT Support/Maintenance 01/01/2020 - 12/31/2020	Each	1	\$12,000.00	\$12,000.00
				SUBTOTAL	\$12,000.00
				TOTAL	\$12,000.00



INVOICE

BILL TO:

TYLER COUNTY
 116 S CHARLTON
 WOODVILLE, TX 75979

Remit to:

1110 Enterprise Drive
 Sulphur Springs, Texas 75482
 1.800.465.5127
 Phone 903.885.8018 Fax 903.885.1604
 www.netdatacorp.net

INVOICE #: ND-001252
 DATE: 01/01/2020

PURCHASE ORDER #	WORK ORDER #	DUE DATE
		01/31/2020

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ND-014	Annual Software Maintenance - RVI Image	Each	1	\$6,900.00	\$6,900.00
				SUBTOTAL	\$6,900.00
				TOTAL	\$6,900.00

Maverick



Communications, Inc.

PO Box 2233 Beaumont TX 77704
 Office: (409) 840-5223 Fax (409)840-5205
 maverickinc.com

Firm Quote

Date:	Estimate Number:
12/18/2019	12411
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

Tyler County Courthouse
 Attn: Accounts Payable
 100 West Bluff Street
 Woodville, TX 75979

File Name:	Customer Contact:	
Commissioners Complex Splice	J. Skinner	
Job Description:	Quantity:	Total:
<p>This Quote is based on Maverick Communications, Inc. fusion splicing the 6 single-mode fiber cable routed from the Courthouse to the Commissioners Complex. The cable was hit by a truck where it crosses Highway 190. This segment will be removed a pole or two back on either side of the cut span to access good cable and a new segment will be spliced in. This cable is installed on an existing pole lead owned by Entergy with some poles possibly owned by the City. Permission must be obtained to install the new fiber segment on these poles before proceeding and is the responsibility of the customer to obtain. Also, permission must be obtained from TXDOT to work on and across Highway 190 and also must be obtained by the customer. After the new cable segment has been installed, both ends will be fusion spliced to the existing cable, mounted on the existing messenger cable, and OTDR tested from one (1) end of the cable shooting through both splices. All work is to be preformed during normal business hours at straight-time rates.</p>		
Corning 6SM Altos OSP Fiber Cable	450	176.18
1/4" Stainless Steel Messenger	100	297.25
Corning 2178-S Fiber Optic Slice Case	2	669.03
Corning 2183 Aerial Hanger Kit	2	136.45
Corning M67-068 Type 2R Fusion Splice Tray	2	100.78
Pole / Building Hardware	2	40.00
Fusion Splicer Rental Charge	1	1,564.39
OTDR Test & Documentation	6	120.00
	Subtotal:	
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	
<p>Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.</p>	Total:	

Customer Signature: _____

Date of Acceptance: _____

Maverick



Communications, Inc.

PO Box 2233 Beaumont TX 77704
 Office: (409) 840-5223 Fax (409)840-5205
 maverickinc.com

Firm Quote

Date:	Estimate Number:
12/18/2019	12411
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

Tyler County Courthouse
 Attn: Accounts Payable
 100 West Bluff Street
 Woodville, TX 75979

File Name:	Customer Contact:	
Commissioners Complex Splice	J. Skinner	
Job Description:	Quantity:	Total:
Consumables (misc. termination materials)	1	10.00
Miscellaneous Small Parts	1	50.00
Bucket Truck Charge	8	360.00
Labor Charge - Tech (S/T Rate)	28	2,240.00
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified.	Subtotal:	\$5,764.08
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	\$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	Total:	\$5,764.08

Customer Signature: _____

Date of Acceptance: _____

REVISED ORDER

SETTING THE DAY OF WEEK AND LOCATION FOR THE REGULAR TERMS SCHEDULE

of THE TYLER COUNTY COMMISSIONERS' COURT MEETINGS FOR CALENDAR YEAR 2020

Pursuant to Section 81.005 (Terms of Court Meetings), Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in regular terms each month during the fiscal year.

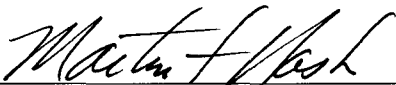
The Tyler County Commissioners' Court meeting shall be held at the County Seat at the Tyler County Courthouse, 100 West Bluff, Woodville, Texas 75979 in the Commissioners' Courtroom, First Floor, Room 101. Regular terms shall be held on the 2nd and the 4th Mondays. On dates when Official County holidays conflict with scheduled meetings or, alternate dates have been selected. Accordingly, Tuesday-May 26th, Tuesday-October 13th and Tuesday, November 9th shall serve as substitute meeting dates where holidays conflict. Unless otherwise noted, all Courts are set for 11:00 A.M.

REGULAR TERMS OF THE COURT

shall be held:

Monday, January 13 / Monday, January 27
Monday, February 10 / Monday, February 24
Monday, March 9 / Monday, March 23
Monday, April 13 / Monday, April 27
Monday, May 11 / Tuesday, May 26
Monday, June 8 / Monday, June 22
Monday, July 13 / Monday, July 27 (Revised 12/19)
Monday, August 10 / Monday, August 24
Monday, September 14 / Monday, September 28
Tuesday, October 13 / Monday, October 26
Monday, November 9 / Monday, November 23
Monday, December 14 / Tuesday, December 29 (Revised 12/19)

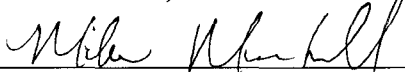
By Order 23 day of DEC., 2019.



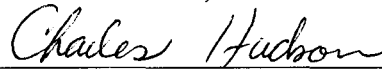
Martin Nash, Commissioner Pct. #1



Stevan Sturrock, Commissioner Pct. #2



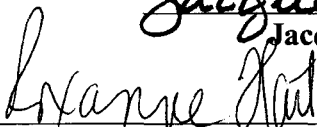
Mike Marshall, Commissioner Pct. #3



Charles "Buck" Hudson, Commissioner Pct. #4


Jacques L. Blanchette, County Judge

ATTEST:



Donece Gregory, County Clerk



Credit Services - Receipt LookUp

Receipt Image

Transaction Identifier : [0513, 11/18/2019, 97, 8554]

Printed on: 12/05/2019 13:12:34



**More saving.
More doing.**

4211 S MEDFORD DRIVE
LUFKIN, TX 75901 (936)699-3555

0513 00097 85544 11/18/19 02:07 PM

ORDER ID: H0513-57401

RECALL AMOUNT 1094.43

SUBTOTAL 1,094.43

SALES TAX 0.00

TOTAL \$1,094.43

XXXXXXXXXXXX8827 MASTERCARD 1,094.43

AUTH CODE 093092/1971384 TA

P.O.#/JOB NAME: 111819



0513 97 85544 11/18/2019 4501

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: GVM3 171890 171474

PASSWORD: 19568 171377

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



SPECIAL SERVICES CUSTOMER INVOICE

Store 0513 LUFKIN
4211 S MEDFORD DRIVE
LUFKIN, TX 75901

Phone: (936) 699-3555
Salesperson: BDR985
Reviewer: BDR985

SOLD TO	Name GAY JESSE		Phone 1 (409) 200-1245	
	Address PO BOX 275		Phone 2	
	Company Name			
	City WOODVILLE		Job Description ONLINE ORDER	
	State TX	Zip 75979	County ANGELINA	

REPRINT

2019-12-05 13:16

CUSTOMER PICKUP #1		MERCHANDISE AND SERVICE SUMMARY				We reserve the right to limit the quantities of merchandise sold to customers				
REF # W5001		SKU # 0000-515-664		Customer Pickup / Will Call						
S.O. MERCHANDISE TO BE PICKED UP:		DUKERS APPLIANCE CO USA		REF # S2963 1		ESTIMATED ARRIVAL DATE: 11/27/2019		P.O. #13557014		
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION		
S2963150 1	1004-479-730	1.00	EA	DSP60-16-S2 / 60 in. W 14.3 cu. Ft. 2-Door Commercial Food Prep Table Refrigerator in Stainless Steel /			\$2,159.00	\$2,159.00		
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise								MERCHANDISE TOTAL:		\$2,159.00
END OF CUSTOMER PICKUP - REF #W5001										

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES	
<i>'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'</i>	
	ORDER TOTAL \$2,159.00
	SALES TAX \$0.00
	TOTAL \$2,159.00
	BALANCE DUE \$0.00
END OF ORDER No. W942236485	

WILL-CALL MERCHANDISE PICK-UP
Will-Call items will be held in the store for 7 days only.
Check your current order status online at
www.homedepot.com/orderstatus

**FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA**
(Pro Customers, Proceed To The Pro Desk)

L SERVICES CUSTOMER INVOICE

UFKIN
FORD DRIVE
75901

Phone: (936) 699-3555
Salesperson: SXT0968
Reviewer: BDR985

Phone 1		(409) 200-1245
Phone 2		
Company Name TYLER COUNTY YOUTH BASEBALL		
Job Description concession stand equip		
Zip	75979	County ANGELINA

REPRINT

2019-12-05 13:10

PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W05 SKU # 0000-515-664 Customer Pickup / Will Call

QTY		UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
BE PICKED UP: S/O AUDIO VIDEO REPRESN REF # S2679 ESTIMATED ARRIVAL DATE: 11/27/2019 P.O. #13557070							
2.00	EAC	H	CCB-500 / Heavy Duty Griddle S /	A	N	\$14.35	\$28.70
BE PICKED UP: CARLISLE REF # S2679 ESTIMATED ARRIVAL DATE: 12/02/2019 P.O. #13557071							
1.00	EAC	H	HL7237PS00 / 2-Bulb Adjustable He /		N	\$242.89	\$242.89
BE PICKED UP: PARAGON INTERNATIONAL, I REF # S2679 ESTIMATED ARRIVAL DATE: 12/02/2019 P.O. #13557072							
2.00	EAC	H	2029A / Pro-Style 6 L Dual L		N	\$339.42	\$678.84
BE PICKED UP: GOPLUS CORP REF # S2679 ESTIMATED ARRIVAL DATE: 11/25/2019 P.O. #13557073							
1.00	EAC	H	EP19233 / 5000-Watt Electric C /		N	\$144.00	\$144.00
*** CONTINUED ON NEXT PAGE ***							

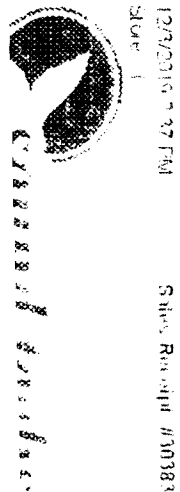
PICKUP
in store for 7 days only.

online at
us

**FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)**

513-57401

Customer Copy



SOUND TECH
1611 SOUTH 1ST ST
LUFKIN, TX 75901

QUALITY RESTAURANT SUPPLY,LLC
 2508 SPENCE ST
 LUFKIN, TX 75904
 936-634-2038 Fax: 936-634-2033

11/22/2019
 Invoice #: 55861
 Page: 1

Ship To:
 TYLER COUNTY BASEBALL
 PO BOX 275
 WOODVILLE, TEXAS 75979

Bill To:
 TYLER COUNTY BASEBALL
 PO BOX 275
 WOODVILLE, TEXAS 75979

Phone: 409-429-4665

Cust PO:

Terms:

Salesperson: AMY

Reference:

Ship Via: FEDERAL EXPRESS

Stock Code	Description	Taxable	Quantity	Price	Extended
TMGE36	36" TOASTMASTER ELECTRIC GRIDDLE	Y	1.00	1,359.00	1,359.00

QUALITY RESTAURANT SUPPL
 2508 SPENCE ST
 LUFKIN, TX 75904
 (936) 634-2038
 V8901785

SALE

MID: 4418 Store: 0251 Term: 1161

REF#: 00000004

Batch #: 324 RRN: 932618601773

11/22/19 12:31:48

Trans ID: 1122MDBU1ERG8

APPR CODE: 097627

MASTERCARD
 *****8827

Chip

AMOUNT \$1,359.00

APPROVED

Debit MasterCard

AID: A0000000041010

TVR: 80 00 00 80 00

TSI: 68 00

CUSTOMER COPY

Check: 1,359.00

SubTotal: 1,359.00

Tax: 0.00

Shipping: 0.00

Total: 1,359.00

Paid: 1,359.00

Balance: 0.00

ALL USED EQUIPMENT SOLD AS IS - NO RETURNS OR EXCHANGES

NO RETURNS AFTER 15 DAYS, ORIGINAL RECEIPT REQUIRED. NO EXCEPTIONS.

QUALITY RESTAURANT SUPPLY,LLC
2508 SPENCE ST
LUFKIN, TX 75904
936-634-2038 Fax: 936-634-2033

11/22/2019
Invoice #: 55862
Page: 1

Ship To:
TYLER COUNTY BASEBALL
PO BOX 275
WOODVILLE, TEXAS 75979

Bill To:
TYLER COUNTY BASEBALL
PO BOX 275
WOODVILLE, TEXAS 75979

Phone: 409-429-4665

Cust PO:

Terms:

Salesperson: LARSON

Reference:

Ship Via: FEDERAL EXPRESS

Stock Code	Description	Taxable	Quantity	Price	Extended
VTT7230	72" X 30" S/S WORK TABLE	Y	1.00	241.00	241.00

QUALITY RESTAURANT SUPPL
2508 SPENCE ST
LUFKIN, TX 75904
(936) 634-2038
V8901785

SALE

MID: 4418 Store: 0251 Term: 1161
REF#: 00000005
Batch #: 324 RRN: 932618203824
11/22/19 12:37:20
Trans ID: 1122MDBJXCGG1
APPR CODE: 097636
MASTERCARD Chip
*****8827 ***

AMOUNT \$260.88

APPROVED

Debit MasterCard
AID: A0000000041010
TVR: 80 00 00 80 00
TSt: 68 00

CUSTOMER COPY

Check: 260.88

SubTotal: 241.00
Tax: 19.88
Shipping: 0.00
Total: 260.88
Paid: 260.88
Balance: 0.00

ALL USED EQUIPMENT SOLD AS IS - NO RETURNS OR EXCHANGES

NO RETURNS AFTER 15 DAYS. ORIGINAL RECEIPT REQUIRED NO EXCEPTIONS



Local Government Assistance Program
 Beaumont District
 FY 2020

MATERIAL REQUEST

The allocated value of materials for Tyler County for FY 2020 is \$17,948.

TxDOT will provide 898 cubic yards of RAP (recycled asphaltic pavement) valued at \$20/CY to fulfill the County's allotment. Please indicate the County's choices below, sign and date, and return by USPS or email within 45 days to complete the County's written request for the material.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)
US 287 @ FM 1745	Precinct 1	224
	Precinct 2	224
	Precinct 3	224
	Precinct 4	224
	TOTAL:	896
		SHOULD = 898 CY

Requested by Tyler County:

Jacqueline A. Blanchette
 Jacquie Blanchette, County Judge

12/23/19
 Date

PLEASE RETURN TO:

TEXAS DEPARTMENT OF TRANSPORTATION
 ATTN: DEBBIE HALLAM
 8350 EASTEX FREEWAY
 BEAUMONT TX 77708

OR EMAIL TO: debbie.hallam@txdot.gov

December 18, 2019

Jill Davis

From: Jacques L. Blanchette <tylercountyjudge@gmail.com>
Sent: Thursday, December 19, 2019 10:07 AM
To: JILL DAVIS
Subject: Fwd: Registration Open: Free State-Mandated Cybersecurity Training Course
Attachments: image001.jpg

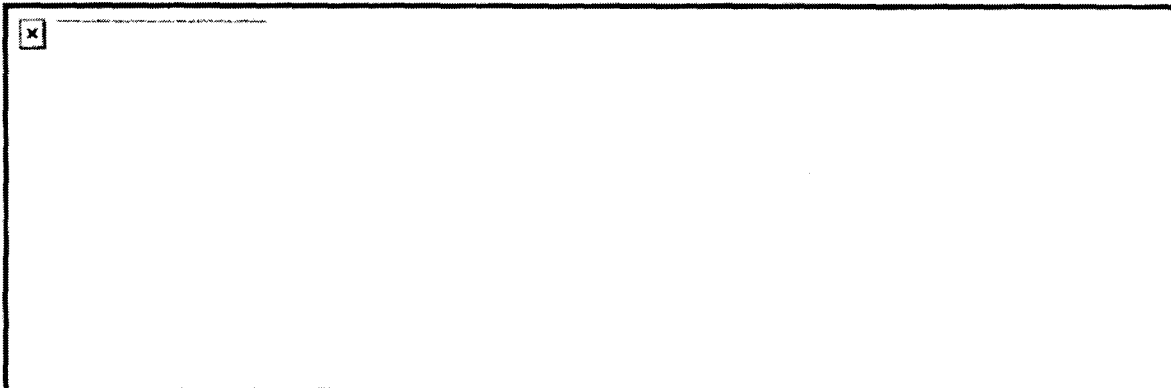
----- Forwarded message -----

From: <judge@co.tyler.tx.us>
Date: Wed, Dec 18, 2019, 11:15 AM
Subject: Registration Open: Free State-Mandated Cybersecurity Training Course
To: <tylercountyjudge@gmail.com>

Subject: Registration Open: Free State-Mandated Cybersecurity Training Course

Trouble viewing this email? [Click here](#) to view in web browser

Texas Association of Counties



 December 18, 2019

Registration Open: Free State-Mandated Cybersecurity Training Course

Registration is now open for the Texas Association of Counties' (TAC) free cybersecurity training course that fulfills Texas Government Code § 2054.5191 which requires county officials and staff who have access to a local government computer system or database to complete an annual cybersecurity training course that has been certified by the Texas Department of Information Resources (DIR).

To enroll your county in TAC's free course, complete the following steps:

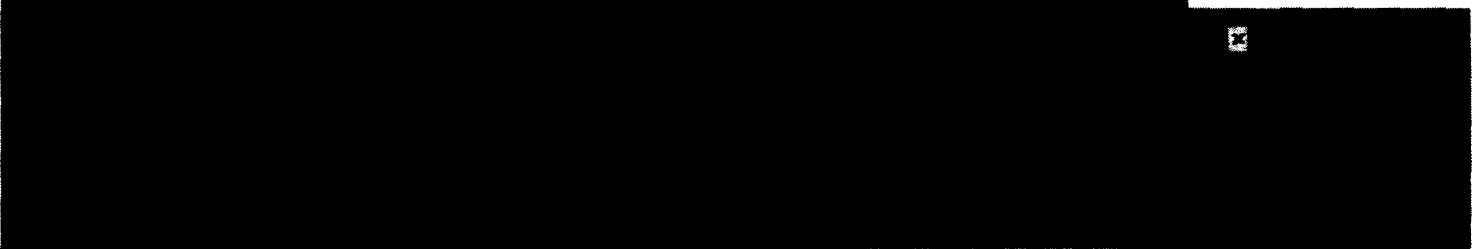
1. Have your commissioners court approve enrolling your county's employees.
2. Submit the completed enrollment form via email, DocuSign, or fax it to (512) 477-1324.
3. Complete your enrollment by following the instructions found on our webpage, including emailing TAC the completed template with your employees' information so they can be enrolled in the training course.

The training course will be made available to all registered counties on Jan. 15, 2020. Counties have until June 14, 2020 to complete a cybersecurity course to be compliant with Texas Government Code § 2054.5191.

To ensure convenient and efficient implementation for Texas counties, TAC will be relying on county judges and commissioners to enroll their county staff in its entirety, rather than on an individual or office level.

Note: Since January 2019, TAC has provided free cybersecurity training to nearly 12,000 county employees across the state. This currently assigned training program is not certified to fulfill the code's requirements. All counties, even those enrolled in TAC's current training program, will need to register specifically for the new mandated, DIR-certified training course for 2020.

Questions? See our cybersecurity webpage or contact Dawn or Kelley at (800) 456-5974.





TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Martin Nash
Commissioner, Pct. 1

Stevan Sturrock
Commissioner, Pct. 2

Jacques L. Blanchette
County Judge

Mike Marshall
Commissioner, Pct. 3

Buck Hudson
Commissioner, Pct. 4

VETERANS SERVICE OFFICE

201 Veterans Way, Ste 200 / Woodville, Texas

VETERAN SERVICES:

- A total of 129 Veterans have been provided service in the VSO office: 92 Calls and 37 Walk-in's for December 2019.
- A combined total of 191 Veterans have been seen for the last 2 months.

MONTHLY VAN REPORT:

- There has been 13 days of transportation with 36 veterans taken to the Houston VA for December.
- The Veterans Service Office currently has 5 volunteer drivers with a total of 2009 miles driven for this month.
- There has been 5 days where a volunteer escort rode with the driver (caregiver support, volunteer activities: magazines, pillows for veterans in the hospital).
- This year a total of 366 veterans and 32 caregivers have been taken to the Houston VA. The mileage for the year has been 33, 620 back and forth to Houston.

TRAINING:

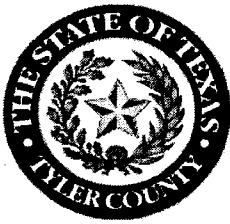
- A total of 8 training courses have been completed as of 12-23-2019.
- Courses completed: Claims Initial Training, VA Privacy & Information Security, Mobile Device Security (WBT) and Privacy & HIPAA Training. Webinars completed: Presumption of Soundness/Aggravation, Secondary Service Connection New Appeals Program, New Pension Changes
- Mandatory visit from Mr. Julio Harros, Texas Veterans Commission, Southeast District Manager.

PENDING:

- TVC course (education) started: 12-10-2019. VSO Duties & Ethical Dilemma's
- TRIPP Training (accreditation) started: 12-17-2019. VA/VSO Relationships

GOALS:

- Placing an ad in the Booster requesting volunteer drivers (work in progress)
- Creating a Veterans Service office face book page for easier access (work in progress)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday, December 23, 2019, 11:00 AM

MARTIN NASH
Commissioner, Pct. 1

STEVAN STURROCK
Commissioner, Pct. 2

MIKE MARSHALL
Commissioner, Pct. 3

CHARLES "BUCK" HUDSON
Commissioner, Pct. 4

DONECE GREGORY
County Clerk ✓

JACQUES L. BLANCHETTE
County Judge

J. ERIC MAGEE
Legal Counsel

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

CALL TO ORDER

*Jackie
Leann*

- Establish Quorum
- Acknowledge Guests
- Invocation* – B. Hudson
- Pledge of Allegiance* – B. Hudson

* It is the practice of this governing body to exercise an invocation and pledge of allegiance. Anyone present offended by this practice is invited to step out of the courtroom and rejoin us upon completion.

I. PUBLIC COMMENTS

Members of the public are encouraged to speak to either their Commissioner or the County Judge regarding matters of their concern. The public is invited to attend all meetings of the Commissioners Court except Executive Sessions. Public participation is limited to that of an observer unless:

No

- 1) a member (or members) of the public is requested to address the Court on a particular issue(s); or
- 2) a member (or members) of the public completes a **Public Comment Participation Form** and submits it to the County Clerk **prior** to the CALL TO ORDER of the Court. **Public Comment Participation Forms** will be available prior to the start of Court from the County Clerk, County Judge's office, or on the county website. Each member of the public who appears before the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Discussion on any specific topic will be restricted to 30 minutes total for all speakers on that topic to comment. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.

III. CONSIDER/APPROVE/INFORMATIONAL

- A. Minutes from previous meeting(s) – J. Blanchette/Donece Gregory, County Clerk
- B. Budget amendments/line item transfers – J. Blanchette/Jackie Skinner, County Auditor
- ✓ C. Accounts Payable/Paying County Bills – J. Blanchette/J. Skinner
- ✓ D. Recognition of Kelly Jobe, Retiring Texas A&M Agrilife Family and Community Health Agent Effective December 31, 2019 - J. Blanchette
- ✓ E. Recognition of Jim Boone for Five Years of Service on the Board of Southeast Texas Groundwater Conservation District - J. Blanchette
- F. Recognition of Bennie Martin for 12 Years of Service on the Board of Tri-County Community Action, Inc. - J. Blanchette
- G. 2020 Board and Committee Appointments:

Board or Committee	2020 Appointment(s)	Term
Tyler County Hospital Board	Ken Jobe ✓	01/01/2020-12/31/2021 (2 Year)
	Mike Marshall ✓	01/01/2020-12/31/2021 (2 Year)
	Ethel Rogers ✓	01/01/2020-12/31/2021 (2 Year)
Tri-County Community Action, Inc.	Kay Timme ✓	01/01/2020 (No term specified)

H. 2020 Emergency Services District (ESD) Board Appointments: (2 Year Appointments)

<i>ESD Board</i>	<i>2020 Appointments</i>	<i>Term</i>
ESD #1 (Ivanhoe)	Richard (Dick) Coker Jill Dinger	01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #2 (Spurger)	Julius (Jack) Walston Karl Hammond Raymond Wooten	01/01/20 – 12/31/21 01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #3 (White Tail Ridge)	Clyde Caldwell Yvonne Goss	01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #4 (Warren)	David Norton Randy Gibson	01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #5 (Dam B)	John V. Richardson Ronald A. Willmon	01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #6 (Fred)	James Alfaro Kenneth L. Lewis Vacancy	01/01/20 – 12/31/21 01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #7 (Colmesneil)	Lance Seamans Wade Skinner	01/01/20 – 12/31/21 01/01/20 – 12/31/21
ESD #8 (Village Mills)	Bob Fisher	01/01/20 – 12/31/21

- ✓ **I. Award Bid for the Tyler County Courthouse Re-Roofing Project as Recommended by the Courthouse Project Architect - J. Blanchette** *Steven Marsh*
- ✓ **J. Contract with Marsh Waterproofing Inc. for Courthouse Re-Roofing Project - J. Blanchette**
- ✓ **K. Bills from The LaBiche Architectural Group, Inc. for Rehabilitation to the Tyler County Courthouse and Tyler County Courthouse Roof - J. Blanchette/J. Skinner**
- ✓ **L. Open Bids for Maintenance Agreement for Air Conditioning Units at County Buildings - J. Blanchette/J. Skinner**
- M. Award Bid for Maintenance Agreement for Air Conditioning Units at County Buildings - J. Blanchette/J. Skinner** *Table*
- ✓ **N. Renewal of Software for County Offices with Net Data - J. Blanchette/J. Skinner**
- ✓ **O. Maverick to Repair Damage to the Fiber Optic Line Out of Contingency Funds - J. Blanchette/J. Skinner**
- ✓ **P. Revision to 2020 Commissioners Court Schedule - S. Sturrock**
- ✓ **Q. Agreement with Texas Department of Transportation (TxDOT) for Materials to be Used on CR 2600 in Exchange for Use of CR 2600 as a Temporary Detour Route During Rebuilding of Dry Creek Bridge on FM 1745 - S. Sturrock**
- ✓ **R. Reimbursement to Tyler County Youth Baseball for Purchase of Equipment - M. Marshall**
- ✓ **S. Installation of Plain Old Telephone Systems (POTS) Line in County Offices - J. Blanchette/Ken Jobe, Emergency Management Coordinator**
- ✓ **T. Enrollment of Tyler County Officials and Staff for Cybersecurity Training Which Fulfills Texas Government Code 2054.5191 - J. Blanchette**

III. JUDGE'S REPORT - Courthouse Remediation Update

IV. EXECUTIVE SESSION

Consult with legal counsel for the Court in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ **ADJOURN**

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice 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 Section 551.002 & 551.041.

Executed on December 19 2019 Time 10:30 AM
 Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: James Brown (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

File

Monday, December 23, 2019, 11:00 AM

MARTIN NASH
Commissioner, Pct. 1

STEVAN STURROCK
Commissioner, Pct. 2

MIKE MARSHALL
Commissioner, Pct. 3

CHARLES "BUCK" HUDSON
Commissioner, Pct. 4

DONECE GREGORY
County Clerk

JACQUES L. BLANCHETTE
County Judge

J. ERIC MAGEE
Legal Counsel

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.

also invoice from da Biche Architecture Inc. It includes both Remediation & Rehab projects

Comm. Sturrock requests the \$34,284.97 be held back from approval of other invoices

CALL TO ORDER

- Establish Quorum
- Acknowledge Guests

- Invocation* - B. Hudson ✓
- Pledge of Allegiance* - B. Hudson ✓

* It is the practice of this governing body to exercise an invocation and pledge of allegiance. Anyone present offended by this practice is invited to step out of the courtroom and rejoin us upon completion.

I. PUBLIC COMMENTS *None*

Members of the public are encouraged to speak to either their Commissioner or the County Judge regarding matters of their concern. The public is invited to attend all meetings of the Commissioners Court except Executive Sessions. Public participation is limited to that of an observer unless:

- 1) a member (or members) of the public is requested to address the Court on a particular issue(s); or
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Expensed from Contingency for legal fees (use item)

III. CONSIDER/APPROVE/INFORMATIONAL

MSDV

- A. Minutes from previous meeting(s) - J. Blanchette/Donece Gregory, County Clerk *None*
- B. Budget amendments/line item transfers - J. Blanchette/Jackie Skinner, County Auditor *None*
- C. Accounts Payable/Paying County Bills - J. Blanchette/J. Skinner *Motion/Judge, Second/Marshall (unanimously approved) invoice cumulative from Allison Bass McGee for year 2019*
- D. Recognition of Kelly Jobe, Retiring Texas A&M Agrilife Family and Community Health Agent Effective December 31, 2019 - J. Blanchette
- E. Recognition of Jim Boone for Five Years of Service on the Board of Southeast Texas Groundwater Conservation District - J. Blanchette
- F. Recognition of Bennie Martin for 12 Years of Service on the Board of Tri-County Community Action, Inc. - J. Blanchette *not present*
- G. 2020 Board and Committee Appointments: *Stevan, Buck*

Board or Committee	2020 Appointment(s)	Term
Tyler County Hospital Board	Ken Jobe	01/01/2020-12/31/2021 (2 Year)

Comm. Sturrock noted concern on bill for rehab. He has requested from da Biche a breakdown that has not been provided.

Added: Report from VSO office

	Mike Marshall Ethel Rogers	01/01/2020-12/31/2021 (2 Year) 01/01/2020-12/31/2021 (2 Year)
Tri-County Community Action, Inc.	Kay Timme	01/01/2020 (No term specified)

H. 2020 Emergency Services District (ESD) Board Appointments: (2 Year Appointments)

Motion:
Maetin-
Second:
Mike

ESD Board	2020 Appointments	Term
ESD #1 (Ivanhoe)	Richard (Dick) Coker Jill Dinger	01/01/20 - 12/31/21 01/01/20 - 12/31/21
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ESD #8 (Village Mills)	Bob Fisher	01/01/20 - 12/31/21

I. Award Bid for the Tyler County Courthouse Re-Roofing Project as Recommended by the Courthouse Project Architect - J. Blanchette

Motion: Mike
Second: Stevan

Contract with Marsh Waterproofing Inc. for Courthouse Re-Roofing Project - J. Blanchette

Bills from The LaBiche Architectural Group, Inc. for Rehabilitation to the Tyler County Courthouse and Tyler County Courthouse Roof - J. Blanchette/J. Skinner

L. Open Bids for Maintenance Agreement for Air Conditioning Units at County Buildings - J. Blanchette/J. Skinner

M. Award Bid for Maintenance Agreement for Air Conditioning Units at County Buildings - J. Blanchette/J. Skinner

N. Renewal of Software for County Offices with Net Data - J. Blanchette/J. Skinner

O. Maverick to Repair Damage to the Fiber Optic Line Out of Contingency Funds - J. Blanchette/J. Skinner

P. Revision to 2020 Commissioners Court Schedule - S. Sturrock

Q. Agreement with Texas Department of Transportation (TxDOT) for Materials to be Used on CR 2600 in Exchange for Use of CR 2600 as a Temporary Detour Route During Rebuilding of Dry Creek Bridge on FM 1745 - S. Sturrock

R. Reimbursement to Tyler County Youth Baseball for Purchase of Equipment - M. Marshall

S. Installation of Plain Old Telephone Systems (POTS) Line in County Offices - J. Blanchette/Ken Jobe

T. Enrollment of Tyler County Officials and Staff for Cybersecurity Training Which Fulfills Texas Government Code 2054.5191 - J. Blanchette

III. JUDGE'S REPORT - Courthouse Remediation Update - Kay

IV. EXECUTIVE SESSION

Consult with legal counsel for the Court in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

11:50 AM - Motion: Maetin
ADJOURN - Second: Stevan

Tabled: K. Invoice from LaBiche for rehab/remediation since Sturrock has requested breakdown.

Wkshoo: Tabled M to study bids

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 Section 551.002 & 551.041.

Executed on _____ 2019 Time _____

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

By: _____ (Deputy)