



TYLER COUNTY COMMISSIONERS COURT

100 WEST BLUFF STREET, COMMISSIONERS COURTROOM, ROOM 101

W O O D V I L L E , TEXAS & LIVESTREAM

MONDAY, NOVEMBER 9, 2020 - 11:00 AM

MARTIN NASH
COMMISSIONER, PCT. 1

JACQUES L. BLANCHETTE
COUNTY JUDGE

MIKE MARSHALL
COMMISSIONER, PCT. 3

STEVAN STURROCK
COMMISSIONER, PCT. 2

DONECE GREGORY
COUNTY CLERK

CHARLES "BUCK" HUDSON
COMMISSIONER, PCT. 4

NOTICE Is hereby given that a **Regular Term (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.

Livestream Information

Pursuant to the March 23, 2020 Suspension Order by Governor Abbott, this Commissioners Court meeting will be held via teleconference and livestreamed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may view this meeting live at the following YouTube location: <https://www.youtube.com/channel/UCRw3Two1plzZOmoO4dL8Ing/videos?view=2&flow=grid> (Current meeting will have a red LIVE icon.) Additionally, a recording of the meeting will be posted to the Tyler County website (www.co.tyler.tx.us) on the home page and the Public Notices Calendar page soon after the meeting.

Public Comments Information

Citizens are encouraged to speak to either their County Commissioner or the County Judge regarding matters of specific concern. Additionally, members of the public are limited to the role of observer unless they have signed up in advance to make comments. Persons who wish to make comments must notify the County Auditor's office at 409-283-3652 no later than 1 hour prior to actual meeting time. You will be asked your name, the phone number you will be calling in from, and the topic you wish to bring before the Court. You will then be provided instructions to dial-in to this meeting to make your public comments at the designated time. Following the Court's customary guidelines, each member shall be allowed a maximum of three (3) 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.

Agenda

CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation* – S. Sturrock
- Pledge of Allegiance* – S. Sturrock

* *It is the practice of this governing body to exercise an invocation and pledge of allegiance. Anyone present who is uncomfortable with this practice is invited to either mute their phone line or step outside of the Courtroom then rejoin us following the invocation and/or pledge.*

I. PUBLIC COMMENTS

Only those individuals who have notified the Court prior to the meeting will be recognized to make public comments. See the instructions included above.

II. CONSENT AGENDA

The items listed within the CONSENT AGENDA are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more item(s) from the CONSENT AGENDA and to have the item(s) individually considered.

A. Minutes from Previous Meeting(s)

B. Monthly Reports:

- | | | |
|--------------------------------|-------------------------------------|---------------------------------|
| 1. Probation – Adult; Juvenile | 3. Extension – CEA(Ag/NR); CEA(FCS) | 5. Treasurer |
| 2. District Clerk/County Clerk | 4. Auditor | 6. Justice of the Peace, Pct. I |

III. CONSIDER / APPROVE / INFORMATIONAL

- A. Budget Amendments/Line Item Transfers - J. Skinner
- B. Approve the 2020 Annual Road Report for Tyler County Precinct 1, 2, 3, and 4 in accordance with Texas State Department Code Section 251.005 - M. Nash
- C. Removal of wall located in the Tax Office, by a contractor - M. Nash
- D. A new contract with Texas Document Solutions for a new copier that has color, automatic sizing, automatic 2 sided, document filing etc. The previous contract will be voided and replaced with this contract - M. Marshall
- E. Approve resignation of Art Walton from Village Mills ESD #8 - M. Nash
- F. Approve Duane Bales to replace Art Walton on Village Mills ESD #8 - M. Nash
- G. The purchase of office furniture for District Clerk and Auditor - M. Marshall
- H. Approve 2021 Holiday Schedule - B. Hudson
- I. Including the Tyler County Employment Status Determination Form in the new hire packet - B. Hudson
- J. Approve 2021 Payroll Schedule - B. Hudson
- K. Pay off 2014 Cat 120M Motorgrader with ripper #M9D00453 in the amount of \$142,864.26 - M. Nash
- L. Financial Policies and Procedures for Grants - B. Hudson
- M. Resolution regarding Civil Rights for TxCDBG-TDA Grant #7220470 and Disaster Recovery Grant # 20-066-016-C112 GLO - B. Hudson
- N. Proclamation declaring November as Fair Housing Month - B. Hudson
- O. Excessive Force Policy for grants - B. Hudson
- P. Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures - B. Hudson
- Q. Resolution Authorizing Signatories for TxCDBG-TDA Grant #7220470 and Disaster Recovery Grant #20-066-016-C112 GLO - B. Hudson
- R. Award a Grant Administrator and an Engineer for HMGP Supplemental GLO Mitigation Grant - M. Marshall
- S. Canvass the General Election results, if all qualified provisional ballots and "late" ballots per Election Code Sections 86.007, 87.125 and 101.057 have been counted by EVBB - B. Hudson
- T. Contract 2020 CDGB - Grant Project # 7220470 for Administrative Services - B. Hudson
- U. Contract 2020 Disaster Recovery Buyout Grant 20-066-016-C112 GLO - B. Hudson

I. 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 _____ 2020 @ Time _____
DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)

MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION**

County : TYLER

Report Month-Year : 10-20

I. END OF MONTH SUPERVISION STATUS	FEL	MISD	TOTAL
A. Adults Receiving DIRECT Supervision	123	37	160
1. Level 1 (High)	2	1	3
2. Level 2 (Moderate)	11	5	16
3. Level 3 (Low/Moderate)	66	16	82
4. Level 4 (Low)	44	15	59
5. Residential			
B. Adults on INDIRECT Status	124	46	170
1. Intrastate Transfers (out)	83	21	104
a. Transfers Out of CSCD	83	21	104
b. Transfers Within CSCD			
2. Interstate Transfers (out)	4		4
3. Absconders/Fugitives	7	6	13
a. New to Absconder/Fugitive Status	1		1
4. Report by Mail		4	4
5. Inactive Indirects Due to Incarceration	7		7
a. Sentenced to County Jail	5		5
b. Sentenced to TDCJ-ID			
c. Serving Time in Substance Abuse Felony Punishment Facility (SAFPF)	2		2
d. Sentenced to State Jail			
6. Other Indirect	23	15	38
C. Pretrial Services	10	24	34
1. Pretrial Supervision (court-approved)	8	11	19
2. Pretrial Diversion	2	13	15
D. Civil Probation			4

II. MONTHLY ACTIVITY

A. Community Supervision Placements			
1. Original Community Supervision Placements	13	5	18
a. Adjudicated Community Supervision	7	5	12
b. Deferred Adjudication	6		6
c. Return From:			
1) Shock Incarceration			
2) State Boot Camp			
2. Subsequent Supervision Placements Within the CSCD			

MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION

County : TYLER

Report Month-Year : 10-20

II. Monthly Activity (Cont'd)

A. Community Supervision Placements (Cont'd)

3. Transferred in for Supervision	1	1	2
4. Deferred to Adjudicated Status	_____	_____	_____
5. Pretrial Services Placements	1	5	6
a. Pretrial Supervision (court-approved)	1	2	3
b. Pretrial Diversion	_____	3	3

B. COMMUNITY SUPERVISION SUBTRACTIONS

1. Supervision Terminations	8	1	9
a. Early Termination	_____	_____	_____
b. Expired Term of Community Supervision	2	1	3
1) Regular	2	1	3
2) Time Credit	_____	_____	_____
c. Revoked to County Jail	_____	_____	_____
d. Revoked to State Jail	_____	_____	_____
e. Revoked to TDCJ	_____	_____	_____
1) Institutional Division	_____	_____	_____
2) State Boot Camp	_____	_____	_____
f. Other Revocations	_____	_____	_____
g. Administrative Closures	5	_____	5
1) Return of Courtesy Supervision	2	_____	2
2) Other Administrative Closures	3	_____	3
h. Deaths	_____	_____	_____
i. Pretrial Terminations	1	_____	1
2. Reasons for Revocation	_____	_____	_____
a. New Offense Conviction	_____	_____	_____
b. Subsequent Arrest/Offense Alleged in MTR	_____	_____	_____
c. Other	_____	_____	_____

CERTIFICATION:

Signature of CSCD Director:  DATE: 11/2/2020

Signature of District Judge: _____ DATE: _____

MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION

STATE JAIL FELONS SUPPLEMENTAL REPORT

County : TYLER

Report Month-Year : 10-20

I. END OF MONTH SUPERVISION STATUS

A. State Jail Felons Receiving DIRECT Supervision	27
B. State Jail Felons on INDIRECT Status	40
1. Intrastate transfers (out)	25
2. Absconders/Fugitives	1
C. Incarcerated in State Jail	
1. As an Initial Condition of Community Supervision	
2. As a Modification of Community Supervision	
D. Incarcerated in County Jail	3
E. Incarcerated in a Substance Abuse Felony Punishment Facility (SAFPF)	2

II. MONTHLY ACTIVITY

A. Original Community Supervision Placements

1. Community Supervision Placements Direct from the Courts	
a. Number that Received Up-Front State Jail Time as an Initial Condition of Community Supervision	
b. Number that Received Post-Sentencing (disposition) Up-Front County Jail Time as an Initial Condition of Community Supervision.	

2. Return from Shock Incarceration

B. Community Supervision Subtractions (Supervision Terminations)	3
C. Modifications of Community Supervision to State Jail	

New Placements not counted

SID	Name	CS T/IN Date	Entered Date
07355583	ADAMS, KEVIN BERNARD	09/30/20	09/30/20

Non-Terminations not counted as EOM This Month

SID	Name	Term Date	Term Entered
SID-4255	ADAMS, KEVIN BERNARD		

Sids counting as Placement or Termination Twice

06414407	MITCHAM, WYLIE KYLE	4-Dir 3, 26-Def Plcmnt, 57-PT Term
----------	---------------------	------------------------------------

Making a Difference *Tyler County*

Extension Newsletter for Commissioners Court

Overview of major programming efforts of County Agent Jacob Spivey for month October:

When the agent is not actively engaged in a program, conference or meeting, office hours include site visits for both producers and 4H members; phone calls; emails; program planning, office visits, coordination with collaborators and other office and community needs.

October 1 Agent participated in combined arms training (Zoom)

October 2 – Agent met Shavings delivery for Fair

October 2- Virtual Rabbit Project Planning Meeting (Zoom)

October 3 – Tyler County Fair Cleanup Day

October 5- Annual Farm Bureau Meeting (Zoom)

October 6 Agent Attended Gold Star Banquet (Nacogdoches, Texas)

October 7 – Agent Participated in every portion of the Tyler County Fair

October 8 Agent Participated in every portion of the Tyler County Fair

October 9 Agent Participated in every portion of the Tyler County Fair

October 10 Agent Participated in every portion of the Tyler County Fair

October 11 Agent Participated in every portion of the Tyler County Fair

October 12 – County Holiday

October 14- Agent Hosted Texas Legislative Update for James White

October 15- Agent Took Personal Leave

October 16- Agent Took Personal Leave

October 20 – Agent Taught Gardening In Tyler County

October 20 Agent Participated in Rabbit Project (Online)

October 24- Agent Conducted Fall Heifer Validation

October 26- Agent Had a Fair Board Meeting

October 26 Agent had Monthly 4H council Meeting

October 27- Agent Hosted Tyler County Beekeepers

October 27 – Agent Taught Rabbit Project Clinic (Zoom)

For the month of October the agent was heavily involved in coordination of the Tyler County Fair, with both increased project visits, and time spent at the fairgrounds and various activities, these activities are not reflected as programs, but were extensive and supportive of Tyler County AgriLife Extension.

Various County Programs and Meetings were canceled due to no face-to-face meetings allowed- Online/Facebook Presence was supplemented where possible

Educational Programs: Programs Presented: 5

Program Participants: approximately 120

Educational Contacts Include: Telephone: approximately 150

Email: approximately 4000

Office Visits: approximately 10

Site Visits: approximately: 60

Other In-Person Contacts: approximately 1000

Media Outreach: Tyler County Booster: 7 AGNR Extension Entries

2467 Subscribers and Printed 5000

Booster Total Outreach: 52,269 copies of paper.

Social Media Contacts include :

Facebook:

AgriLife – 1146+19 gained= 1165 Followers X 10 Posts = 11,650 Direct Contacts

1,871 Indirect Contacts

Tyler County 4H -817+17 gained = 834 Followers X 21 Posts = 17,514 Direct Contacts

12,128 Indirect Contacts

Social Media Total Contacts : 43,163 Contacts

Total Tyler County Contacts on behalf of AgriLife Extension By Jacob Spivey : 100,772

Miles Traveled within the County: Approximately 1500 miles

Miles Traveled Outside of the County: Approximately 200 miles

Total Miles Traveled By Jacob Spivey on behalf of Tyler County AgriLife Extension: Approx 1700 miles

RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041045	10/01/2020	B-3229	RIGBY,SUZANNE OGDEN	COURT COSTS PAID IN FULL.	RIGBY,SUZANNE OGDEN	C		RC	576.00	
041046	10/01/2020	08242		RESEARCH REQUEST(HALEY LE	TRUE CORDIS	K	029557	AC	10.00	
041047	10/02/2020	08243		FEE FOR COPIES 12,922/AC	VALERIE LOEWER	O	19-177340203	AC	39.00	
041048	10/05/2020	B-3291	DUNCAN,SUSAN WATSON	PMT IN FULL FOR COURT COS	DUNCAN,SUSAN WATSON	C		AC	300.00	
041049	10/05/2020	25498	RAY,ROBERT EDWARD, II	FILING FEE/PLAINTIFF'S OR	RAY,ROBERT EDWARD,	D	PT#12793903736	DH	257.00	
041050	10/07/2020	CR13312	BARNES,VIRGIL ALLEN	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	30.00	
041051	10/07/2020	CR13390	BASS,DONALD RAY JR.	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	100.00	
041051	10/07/2020	CR13390	BASS,DONALD RAY JR.	REVERSAL OF RECEIPT # 041		R	11327	LB	100.00-	
041052	10/07/2020	CR13413	CARTER,ZEV AUSTIN	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	50.00	
041053	10/07/2020	CR13390	BASS,DONALD RAY JR.	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	80.00	
041054	10/07/2020	CR12901	CASTILLO,RONNIE	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	35.00	
041055	10/07/2020	CR12512	CHESHIRE,WENDY LOIS	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	233.00	
041056	10/07/2020	CR12882	CORMICLE,WAYNE EVERTON, II	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	59.00	
041057	10/07/2020	CR13195	FLEBBE,DEVON LEE	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	100.00	
041058	10/07/2020	CR12661	GOAD,JIMIE WEBB	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	40.00	
041059	10/07/2020	CR11751	GORDON,RICHARD GLENN	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	20.00	
041060	10/07/2020	CR13393	GRUNDY,SARAH ELIZABETH	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	40.00	
041061	10/07/2020	CR13478	JOHNSON,FELIX LAMAR	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	30.00	
041062	10/07/2020	CR11228	KEENE,WEBSTER CLIFTON	PAYMENT ON COURT COST-PAI	TYLER CO CSCD	K	11327	LB	324.00	
041063	10/07/2020	CR12969	KNIGHT,MARVIN PAUL	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	25.00	
041064	10/07/2020	CR12679	MAXIE,ELTON MACK SR.	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	110.00	
041065	10/07/2020	CR11790	MELE,AMANDA MARIE	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	15.00	
041066	10/07/2020	CR12037	MONCRIEF,DAVID KEITH	PAYMENT ON COURT COST-PAI	TYLER CO CSCD	K	11327	LB	278.00	
041067	10/07/2020	CR13469	MOORE,KALENA L.	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	10.00	
041068	10/07/2020	CR12896	RIGSBY,DARVISE CARIDALE	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	55.00	
041069	10/07/2020	CR13635	RILEY,DAVID B	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	70.00	
041070	10/07/2020	CR12561	VALLADARES,JUAN LUIS	PAYMENT ON COURT COST-PAI	TYLER CO CSCD	K	11327	LB	3.00	
041071	10/07/2020	CR12539	WINEBRENNER,PAUL ALEXANDER III	PARTIAL PAYMENT ON COURT	TYLER CO CSCD	K	11327	LB	80.00	

RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041072	10/07/2020	B-2278	WILLIAMS, JERRY	COURT COSTS PAID IN FULL/	TYLER COUNTY TITLE	K	021297	RC	328.00	
041073	10/07/2020	A-18622	*****	FILING FEE/ORIGINAL PETIT	ATTY BYTHEWOOD	D	FT#12797454693	DH	247.00	
041074	10/08/2020	25507	CHESHIRE, JACOB ALFRED		CHESHIRE, JACOB ALFRED	O	000061108	RC	263.00	
041075	10/08/2020	25501	DISCOVER BANK	EFILING FEE FOR PETITION	ATTY HALE	D	12798318011	AC	265.00	
041076	10/08/2020	08244		EFILING FEE FOR COPIES 25	ATTY HALE	D	12798318011	AC	9.00	
041077	10/09/2020	25504	PORTFOLIO RECOVERY ASSOCIATES,	PLAINTIFF'S ORIGINAL PETI	ATTY TALISA LOWERY	D	FT#12799187772	DH	265.00	
041078	10/09/2020	08245		FILING FEE/COPIES/#25,504	ATTY TALISA LOWERY	D	FT#12799187772	DH	9.00	
041079	10/09/2020	25506	DISCOVER BANK	FILING FEE/PLAINTIFFS ORI	ATTY OLSEN-ZHANG	D	FT#12799187772	DH	265.00	
041080	10/09/2020	08246		FILING FEE/COPIES/#25,506	ATTY OLSEN-ZHANG	D	FT#12799187772	DH	9.00	
041081	10/13/2020	08247		PMT FOR COPIES FROM SEP.	HOOKS TITLE	K	1023	AC	25.00	
041082	10/13/2020	08248		PMT FOR RESEARCH REQUEST	TRUE CORDIS	K	029742	AC	5.00	
041083	10/14/2020	25509	BUTTON, STORM ORVILLE	E-FILING FEE FOR ORIGINAL	ATTY BRAD ELROD	D	12800937208	LB	263.00	
041084	10/14/2020	25510	YARBROUGH, BRANDON KELLY	FILING FEE/PETITION FOR D	ATTY BRAD ELROD	D	FT#12800937208	DH	271.00	
041085	10/14/2020	25511	AMERICAN EXPRESS NATIONAL BANK	FILING FEE/PLAINTIFF'S OR	ATTY DEGRASSE	D	FT#12800937208	DH	265.00	
041086	10/14/2020	08249		FILING FEE/COPIES/25,211/	ATTY DEGRASSE	D	FT#12800937208	DH	3.00	
041087	10/15/2020	25512	MARTIN, CARRIE	E-FILING FEE FOR PLTF'S O	ATTY COLIN BROGAN	D	12804420920	LB	265.00	
041088	10/15/2020	08250		E-FILING FEE FOR COPIES F	ATTY COLIN BROGAN	D	12804420920	LB	9.00	
041089	10/15/2020	25393	JEFFCOAT PRODUCTION COMPANY	JURY FEE PAID BY JEFFCOAT	JEFFCOAT PRODUCTION	D	12804420920	RC	40.00	
041090	10/15/2020	25393	JEFFCOAT, LAMAR	LAMAR JEFFCOAT AND JEFFCO	JEFFCOAT, LAMAR	D	12804420920	RC	40.00	
041091	10/19/2020	25517	VALLIJO, AMBER NICOLE VANN	PMT FOR FILING PETITION T	VALLIJO, AMBER NICOLE	O	20950599149	AC	247.00	
041092	10/19/2020	25508	KERN, CONNIE	PMT FOR TRANSFER CASE/AC	ATTY RISINGER	K	12382	AC	45.00	
041093	10/19/2020	CR9757	COLLINS, DAVID BRANDON	PARTIAL PMT ON COURT COST	TDCJ INMATE TRUST	K	513331	AC	5.00	
041094	10/19/2020	CR11773	ADAMS, CLINTON	PARTIAL PMT ON COURT COST	TDCJ INMATE TRUST	K	513331	AC	13.00	
041095	10/19/2020	CR11290	WILLIAMS, JEAROME WILSON	PARTIAL PMT ON COURT COST	TDCJ INMATE TRUST	K	513331	AC	3.50	
041096	10/19/2020	CR13404	ADAMS, BILLY JAMES	PARTIAL PAYMENT ON COURT	ADAMS, BILLY JAMES	C		LB	100.00	
041097	10/19/2020	CR13604	ADAMS, BILLY JAMES	PARTIAL PAYMENT ON COURT	ADAMS, BILLY JAMES	C		LB	100.00	
041098	10/19/2020	25488	HICKS, KATY DIANNE	FILING FEE/(2) CITATION &	ATTY JASON NICKS	D	FT#12806189742	DH	24.00	
041099	10/20/2020	25278	MCDANIEL, JAYNE ANN	FILING FEE/PETITION IN IN	ATTY STEWART BUTLER	D	FT#12807080532	DH	78.00	

RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041100	10/20/2020	08251		FILING FEE/COPIES/#25,278	ATTY STEWART BUTLER	D	FT#12807080532	DH	7.00	
041101	10/20/2020	25514	CARLTON, JIM HARDY	FILING FEE/ORIGINAL PETIT	ATTY BRAD ELROD	D	FT#12807080532	DH	263.00	
041102	10/20/2020	25180	JAMES RILEY, INC	FILING FEES THIRD PARTY P	ATTY JOSHUA WALKER	D	FT#12807080532	LO	251.00	
041103	10/21/2020	08252		PMT FOR RESEARCH REQUEST	TRUE CORDIS	K	029869	AC	10.00	
041104	10/21/2020	25180	SCHINDEHETTE, JESSICA ALINE	PAYMENT FOR THIRD PARTY P	SCHINDEHETTE, JESSICA	D	12809780141	RC	75.00	
041105	10/22/2020	08253		LIST OF CIVIL CASES FROM	HOOTS TITLE CO	K	1028	DH	1,139.00	
041106	10/22/2020	CR13198	HARVEY, JENNIFER ANNE	PARTIAL PMT ON COURT COST	HARVEY, JENNIFER ANNE	O	0016369	AC	100.00	
041107	10/26/2020	08254		PMT FOR COPIES 23,083/AC	TOUSHA, HOLLY	C		AC	9.00	
041108	10/27/2020	08255		PMT FOR COPIES 3/4/2020 -	TYLER CO. TITLE	K	0047576775	AC	48.00	
041109	10/27/2020	25488	HICKS, JASON HAMILTON	FILING FEE/ORIGINAL COUNT	ATTY WILLIAM MORIAN	D	FT#12813434069	DH	70.00	
041110	10/27/2020	24324	FORD MOTOR CREDIT COMPANY, LLC	E-FILING FEE FOR ISSUANCE	ATTY MARK SEXTON	D	12813434069	LB	8.00	
041111	10/28/2020	08256		PMT FOR RESEARCH REQUEST-	TRUE CORDIS	K	29982	AC	5.00	
041112	10/28/2020	25488	HICKS, JASON HAMILTON	FILING FEE/ISSUE NTSC/DH	ATTY WILLIAM MORIAN	D	FT#12816197817	DH	8.00	
041113	10/28/2020	08257		FILING FEE/COPIES/#25,488	ATTY WILLIAM MORIAN	D	FT#12816197817	DH	7.00	
041114	10/29/2020	B-3081	CHENAULT, IRIS WILLIS	COURT COST PAID IN FULL/D	TYLER COUNTY TITLE	K	21814	DH	300.00	
041115	10/29/2020	25521	HUNTER-KELSEY II, LLC	FILING FEE/ORIGINAL PETIT	ATTY DYLAN SCHULTZ	D	FT#12817128740	DH	257.00	
041116	10/29/2020	A-18624	*****	EFILING FEE FOR FILING PE	ATTY BYTHEWOOD	D	12817128740	AC	247.00	
041117	10/29/2020	25522	DEGARMO, BEVERLY	EFILING FEE FOR PETITION	ATTY CELESTE	D	12817128740	AC	449.00	
041118	10/30/2020	08258		PMT FOR C/C OF DIVORCE DE	ATTY BYTHEWOOD	K	5537	AC	30.00	
									TOTAL COLLECTED	9,613.50
									LESS REFUNDS	.00
									TOTAL LIABILITY	9,613.50
TOTAL RECEIPTS COUNT		75								

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
OCS	OUT OF COUNTY SHERIFF'S FEE		405.00		405.00			175.00	
	TOTAL DEPT				405.00			175.00	
	TOTAL FUND				405.00			175.00	
CJCPT	CIVIL JUD COURT PERSONNEL TRAINING	010-325-041	105.00		105.00				
	TOTAL DEPT				105.00				
SC	STATE COMPTROLLER	010-361-002	865.00		865.00			50.00	
	TOTAL DEPT				865.00			50.00	
JSP	JURY SERVICE FEE	010-363-020	24.00		24.00			24.00	
FPP	FAMILY PROTECTION FEE	010-363-027	45.00		45.00				
CIVIL	DISTRICT CLERK FEES	010-363-032	2,769.00		2,769.00			74.00	45.00
CRATY	COURT APPOINTED ATTORNEY	010-363-032	13.00		13.00			13.00	
CRBP	COURT REPORTER	010-363-032	225.00		225.00				
CRIM	CRIMINAL DISTRICT CLERK FEES	010-363-032	261.00		261.00			261.00	
CRSHF	SHERIFF FEE	010-363-032	129.63		129.63		5.00	124.63	
EFILE	HB2302 STATE ELECTRONIC FILE SYSTEM	010-363-032	680.00		680.00			50.00	
JURY	JURY	010-363-032	80.00		80.00				
SHF	SHERIFF	010-363-032	545.00		545.00			225.00	
ILS	INDIGENT LEGAL FEE	010-363-038	175.00		175.00			10.00	
	TOTAL DEPT				4,946.63		5.00	781.63	45.00
	TOTAL FUND				5,916.63		5.00	831.63	45.00
DCRMP	DISTRICT CLERK RECORDS MANAGEMENT	034-361-014	127.50		127.50			22.50	
RAF	RECORD ARCHIVE FEE	034-361-015	110.00		110.00			5.00	
	TOTAL DEPT				237.50			27.50	
	TOTAL FUND				237.50			27.50	

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
LF	LIBRARY FEE	036-363-032	300.00		<u>300.00</u>				
	TOTAL DEPT				<u>300.00</u>				
	TOTAL FUND				<u>300.00</u>				
CRCSF	COURTHOUSE SECURITY	044-363-033	25.00		<u>25.00</u>			25.00	
CSF	COURTHOUSE SECURITY	044-363-033	90.00		<u>90.00</u>			5.00	
	TOTAL DEPT				<u>115.00</u>			<u>30.00</u>	
	TOTAL FUND				<u>115.00</u>			<u>30.00</u>	
CRMP	RECORDS MANAGEMENT	045-361-013	135.50		<u>135.50</u>			135.50	
RMP	RECORDS MANAGEMENT	045-361-013	110.00		<u>110.00</u>			5.00	
	TOTAL DEPT				<u>245.50</u>			<u>140.50</u>	
	TOTAL FUND				<u>245.50</u>			<u>140.50</u>	
TPF	TIME PAYMENT FEE	068-363-028	134.37		<u>134.37</u>			<u>134.37</u>	
	TOTAL DEPT				<u>134.37</u>			<u>134.37</u>	
	TOTAL FUND				<u>134.37</u>			<u>134.37</u>	
CCC-S	CONSOLIDATED COURT COSTS - STATE	070 32514	70.00		<u>70.00</u>				<u>70.00</u>
	TOTAL DEPT				<u>70.00</u>				<u>70.00</u>
	TOTAL FUND				<u>70.00</u>				<u>70.00</u>
CCC	CONSOLIDATED COURT COST	070-363-028	803.00		<u>803.00</u>			<u>803.00</u>	
	TOTAL DEPT				<u>803.00</u>			<u>803.00</u>	
	TOTAL FUND				<u>803.00</u>			<u>803.00</u>	

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
EMS	EMS TRAUMA FUND	080-363-030	117.00		<u>117.00</u>			<u>117.00</u>	
	TOTAL DEPT				<u>117.00</u>			<u>117.00</u>	
	TOTAL FUND				<u>117.00</u>			<u>117.00</u>	
SB727	DNA DATABASE	083 363 031	122.00		<u>122.00</u>			<u>122.00</u>	
	TOTAL DEPT				<u>122.00</u>			<u>122.00</u>	
	TOTAL FUND				<u>122.00</u>			<u>122.00</u>	
DNA	DNA TESTING	083-363-030	3.50		<u>3.50</u>			<u>3.50</u>	
	TOTAL DEPT				<u>3.50</u>			<u>3.50</u>	
	TOTAL FUND				<u>3.50</u>			<u>3.50</u>	
SJF	STATE JUDICIAL FUND	085-363-031	756.00		<u>756.00</u>			<u>42.00</u>	
CRSJF	CRIMINAL STATE JUDICIAL FUND	085-363-032	38.00		<u>38.00</u>			<u>38.00</u>	
	TOTAL DEPT				<u>794.00</u>			<u>80.00</u>	
	TOTAL FUND				<u>794.00</u>			<u>80.00</u>	
HB530	DRUG COURT COST FEE	090-363-025	63.00		<u>63.00</u>			<u>63.00</u>	
	TOTAL DEPT				<u>63.00</u>			<u>63.00</u>	
	TOTAL FUND				<u>63.00</u>			<u>63.00</u>	
CRIDF	CRIMINAL INDIGENT DEFENSE FUND	094 363 032	12.00		<u>12.00</u>			<u>12.00</u>	
	TOTAL DEPT				<u>12.00</u>			<u>12.00</u>	
	TOTAL FUND				<u>12.00</u>			<u>12.00</u>	

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
JSSP	NINTH COURT OF APPEALS FEE	095 363 032	75.00		75.00				
	TOTAL DEPT				75.00				
	TOTAL FUND				75.00				
TECH	DC COURT TECHNOLOGY	103-363-033	180.00		180.00			10.00	
RTECH	CRIMINAL RECORD TECHNOLOGY	103-363-034	20.00		20.00			20.00	
	TOTAL DEPT				200.00			30.00	
	TOTAL FUND				200.00			30.00	
TOTAL COLLECTED			9,613.50		9,613.50		5.00	2,569.50	115.00
LESS MONEY WITHOUT A GL ACCT NBR					405.00-			175.00-	
TOTAL MONEY WITH A GL ACCT NBR					9,208.50		5.00	2,394.50	115.00



**Tyler County
Budget Report
October 2020**



Budget Report Account Summary

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 010 - GENERAL FUND							
010-31001	AD VAL .6782	6,604,632.65	6,604,632.65	3,778.53	6,774,572.25	169,939.60	102.57 %
010-31004	HALF CENT SALES TAX(TAX ALLOC)	600,000.00	600,000.00	0.00	623,323.05	23,323.05	103.89 %
010-31008	PAYMENT IN LIEU OF TAXES	65,000.00	65,000.00	0.00	72,265.26	7,265.26	111.18 %
010-31020	DELINQUENT AD VALOREM	300,000.00	300,000.00	43,656.25	362,728.17	62,728.17	120.91 %
010-31030	ALCOHOLIC BEVERAGE TAX	1,500.00	1,500.00	0.00	3,982.92	2,482.92	265.53 %
010-31146	SALES TAX FEES	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
010-31147	SCHOOL TAX COLLECTION FEES	30,000.00	30,000.00	0.00	31,036.51	1,036.51	103.46 %
010-31149	SEX OFFENDER FEES	50.00	50.00	0.00	0.00	-50.00	100.00 %
010-31150	SHERIFF FEES	20,000.00	20,000.00	0.00	19,042.00	-958.00	4.79 %
010-31152	SHERIFF TRANSPORT FEES	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-31153	STATE COMPROLLER FEES	9,000.00	9,000.00	0.00	9,752.23	752.23	108.36 %
010-31155	TITLES	15,000.00	15,000.00	285.00	9,455.00	-5,545.00	36.97 %
010-31157	EXCESS PROCEEDS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-31201	STATE SALARY SUPPLEMENTS	25,000.00	25,000.00	0.00	2,500.00	-22,500.00	90.00 %
010-31400	TAC CHAPTER 19 FUNDS	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-32000	AD VALOREM FEES	400,000.00	400,000.00	25,718.77	331,844.00	-68,156.00	17.04 %
010-32102	ALCOHOL LICENSE PERMIT/FEES	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-32103	AUTO REGISTRATION FEES	85,000.00	85,000.00	771.45	76,827.73	-8,172.27	9.61 %
010-32111	CONSTABLE FEES	1,000.00	1,000.00	0.00	100.00	-900.00	90.00 %
010-32118	PROBATE JUDICIAL EDUCATION FEE	400.00	400.00	0.00	425.00	25.00	106.25 %
010-32125	FAMILY PROTECTION FEES	1,500.00	1,500.00	0.00	960.00	-540.00	36.00 %
010-32127	FLOODPLAIN PERMIT FEE	325.00	325.00	25.00	275.00	-50.00	15.38 %
010-32129	INDIGENT CIVIL LEGAL SERV FEES	3,000.00	3,000.00	0.00	2,910.00	-90.00	3.00 %
010-32130	INMATE TELEPHONE COMMISSION	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-32131	JURY FEES/REIMBURSEMENTS	10,000.00	10,000.00	0.00	6,787.92	-3,212.08	32.12 %
010-32132	RENTAL FEES COLLECTED	0.00	0.00	2,722.50	31,409.87	31,409.87	0.00 %
010-32133	GROSS WEIGHT AXEL PAYMENTS/ST	17,549.00	17,549.00	0.00	49,403.65	31,854.65	281.52 %
010-32501	JUSTICE-OF-PEACE I FEES	80,000.00	80,000.00	976.96	51,671.39	-28,328.61	35.41 %
010-32502	JUSTICE-OF-PEACE II FEES	8,000.00	8,000.00	228.88	18,595.69	10,595.69	232.45 %
010-32503	JUSTICE-OF-PEACE III FEES	8,000.00	8,000.00	0.00	8,395.94	395.94	104.95 %
010-32504	JUSTICE-OF-PEACE IV FEES	8,000.00	8,000.00	94.34	4,549.08	-3,450.92	43.14 %
010-32516	COUNTY CLERK FEES	150,000.00	150,000.00	60.00	106,676.41	-43,323.59	28.88 %
010-32517	COUNTY CLERK FINES	30,000.00	30,000.00	0.00	8,657.25	-21,342.75	71.14 %
010-32519	DISTRICT CLERK FEES	95,000.00	95,000.00	0.00	61,765.89	-33,234.11	34.98 %
010-32522	DISTRICT CLERK FINES	50,000.00	50,000.00	0.00	16,752.81	-33,247.19	66.49 %
010-32531	E-FILE COUNTY CLERK FEES	5,000.00	5,000.00	0.00	3,156.29	-1,843.71	36.87 %
010-32532	E-FILE DISTRICT CLERK FEES	5,000.00	5,000.00	0.00	7,110.00	2,110.00	142.20 %
010-32533	E-FILE JUSTICE OF PEACE FEES	2,000.00	2,000.00	20.00	1,815.00	-185.00	9.25 %
010-32534	TRUANCY PREVENTION & DIVERSIO	2,000.00	2,000.00	8.62	673.08	-1,326.92	66.35 %
010-32535	STATE BIRTH CERTIFICATE FEES (STA	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-32536	STATE CHILDREN'S TRUST (STATE)	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-32537	JUDICIAL FUND - SALARY, ETC (JF)	1,000.00	1,000.00	0.00	51,355.98	50,355.98	5,135.60 %
010-32538	NON DISCLOSURE COURT COST (N	1,000.00	1,000.00	0.00	28.00	-972.00	97.20 %
010-32541	DISTRICT CLERK SB 42 FEES	1,000.00	1,000.00	0.00	510.00	-490.00	49.00 %
010-32542	COUNTY CLERK SB 42 FEES	1,000.00	1,000.00	0.00	475.00	-525.00	52.50 %
010-32543	JUSTICE OF THE PEACE SB-42 FEES	100.00	100.00	10.00	345.00	245.00	345.00 %
010-32544	(VRC) VISUAL RECORDING FEE - CO	100.00	100.00	0.00	22.12	-77.88	77.88 %
010-35100	INTEREST ON INVESTMENTS	23,000.00	23,000.00	247.67	26,222.97	3,222.97	114.01 %
010-35101	Certificates of Deposit - Redeemed	868.81	868.81	0.00	0.00	-868.81	100.00 %
010-35102	INTEREST FNB INVESTMENTS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-35104	INTEREST TEXAS CLASS INVESTMEN	1,000.00	1,000.00	0.00	6,133.26	5,133.26	613.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-35105	INTEREST FNB WICHITA FALLS INVE	1,000.00	1,000.00	0.00	3,547.11	2,547.11	354.71 %
010-35106	INTEREST EDUCATION FCU INVEST	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-35107	INTEREST NECHES FCU INVESTMEN	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-35108	FINANCIAL NORTH INTEREST ON IN	1,000.00	1,000.00	0.00	96.31	-903.69	90.37 %
010-36109	INDIGENT DEFENSE FORMULA GRA	25,000.00	25,000.00	0.00	22,351.50	-2,648.50	10.59 %
010-36121	HAZARD MITIGATION GRANT	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
010-37000	REFUNDS	45,000.00	45,000.00	0.00	20,200.03	-24,799.97	55.11 %
010-37102	REIMBURSEMENTS	20,000.00	20,000.00	0.00	77,313.35	57,313.35	386.57 %
010-37103	REIMBURSEMENTS/ELECTIONS	12,000.00	12,000.00	0.00	26,824.52	14,824.52	223.54 %
010-37104	REIMBURSEMENTS-SHERIFF DEPAR	120,000.00	120,000.00	0.00	89,625.68	-30,374.32	25.31 %
010-37105	REIMB. INSURANCE CLAIMS	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-37111	VINE/SAVNS REIMBURSEMENT	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
010-37112	REIMBURSEMENT - ANIMAL CONT	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-38100	CDA SALARY SUPPLEMENTS	85,000.00	85,000.00	0.00	0.00	-85,000.00	100.00 %
010-38107	REIMBURSEMENTS-HOSPITALIZATI	4,000.00	4,000.00	0.00	74,002.89	70,002.89	1,850.07 %
010-38111	DONATIONS	100.00	100.00	0.00	325.00	225.00	325.00 %
010-38113	OTHER INCOME	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
010-38115	SALE OF SHERIFF'S CARS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-38116	SHERIFF SALES	1,000.00	1,000.00	0.00	22,592.66	21,592.66	2,259.27 %
010-38119	UNCLAIMED PROPERTY	100.00	100.00	0.00	292.11	192.11	292.11 %
010-38120	UNUSED JURY MONEY	5,000.00	5,000.00	0.00	6,844.00	1,844.00	136.88 %
010-39006	TRANSFER FROM VAW SPEC PROS	100.00	100.00	0.00	0.00	-100.00	100.00 %
010-39010	TRANSFER FROM STATE COSTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
010-39017	TRANSFER FROM CDA FORFEITURE	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-39018	TRANSFER FROM CDA FEES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-39019	TRANSFER FROM CDA STATE APPR	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
010-39022	TRANSFER FROM EMERGENCY DISA	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	100.00 %
Department: 401 - COMMISSIONER'S COURT							
010-401-31020	SHERIFF TAX SALES	1,000.00	1,000.00	0.00	22,592.66	-21,592.66	-2,159.27 %
010-401-40130	WORKERS' COMPENSATION	50,000.00	50,000.00	0.00	24,510.50	25,489.50	50.98 %
010-401-40140	UNEMPLOYMENT INSURANCE	16,200.00	16,200.00	513.00	10,391.53	5,808.47	35.85 %
010-401-40150	CONTINGENCY/HOSPITALIZATION	850,000.00	850,000.00	27,744.47	590,664.90	259,335.10	30.51 %
010-401-40151	PAID VACATION LEAVE	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
010-401-42111	POSTAGE FOR POSTAGE METER	50,000.00	50,000.00	0.00	22,176.34	27,823.66	55.65 %
010-401-42136	LONG LEAF SOIL & WATER CONSER	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00 %
010-401-42158	ELECTION EXPENSE	108,660.00	131,921.62	0.00	75,924.16	55,997.46	42.45 %
010-401-42178	CONTINGENCY FOR MISCELLANEO	400,000.00	401,000.00	0.00	35,443.16	365,556.84	91.16 %
010-401-42180	COURTHOUSE HISTORICAL SOCIETY	3,000.00	3,000.00	0.00	2,843.04	156.96	5.23 %
010-401-42185	LAW ENFORCEMENT LIAB INSURAN	30,000.00	30,000.00	0.00	26,136.00	3,864.00	12.88 %
010-401-42201	FOSTER CHILD CARE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
010-401-42203	RSVP CONTRIBUTION	200.00	200.00	0.00	0.00	200.00	100.00 %
010-401-42204	TYLER COUNTY YOUTH PROGRAMS	20,000.00	20,000.00	0.00	6,000.00	14,000.00	70.00 %
010-401-42206	SOUTHEAST TX R C & D	500.00	500.00	0.00	0.00	500.00	100.00 %
010-401-42215	TEXAS GAME WARDENS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
010-401-42218	TYLER COUNTY APPRAISEL DIST.	376,563.00	376,563.00	0.00	359,007.83	17,555.17	4.66 %
010-401-42231	HOUSING OF TCSO INMATES	300,000.00	300,000.00	0.00	199,654.67	100,345.33	33.45 %
010-401-42233	TRAVEL (COUNTY REPRESENTATION	10,000.00	10,000.00	0.00	591.64	9,408.36	94.08 %
010-401-42349	PUBLIC OFFICIALS LIAB INSURANC	26,000.00	26,000.00	0.00	19,882.00	6,118.00	23.53 %
010-401-42352	TC NUTRITION SERVICES	15,000.00	15,000.00	0.00	11,250.00	3,750.00	25.00 %
010-401-42427	KIRBY MEMORIAL MAINTENANCE	100.00	100.00	0.00	0.00	100.00	100.00 %
010-401-42500	COUNTY TELEPHONES	50,000.00	50,000.00	0.00	25,434.29	24,565.71	49.13 %
010-401-42616	ADVERTISING	5,000.00	5,000.00	0.00	4,199.28	800.72	16.01 %
010-401-42628	CONTINGENCY FOR LEGAL FEES	200,000.00	200,000.00	0.00	91,369.78	108,630.22	54.32 %
010-401-42643	AUTOPSIES	75,000.00	75,000.00	0.00	26,425.00	48,575.00	64.77 %
010-401-42645	JUDICIAL EDUCATION	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
010-401-42649	ALLAN SHIVERS LIBRARY	127,700.00	127,700.00	0.00	127,700.00	0.00	0.00 %
010-401-42650	ASSOCIATION DUES	15,000.00	15,000.00	0.00	7,681.28	7,318.72	48.79 %
010-401-42652	BURKE CENTER	17,912.00	17,912.00	0.00	17,912.00	0.00	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-401-42658	HIGHWAY COALITION	7,000.00	7,000.00	0.00	5,000.00	2,000.00	28.57 %
010-401-42668	INDEPENDENT AUDIT	45,000.00	45,000.00	0.00	40,792.00	4,208.00	9.35 %
010-401-42672	JUVENILE DENTENTION SERVICE	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
010-401-42674	LEGISLATIVE SERVICES	100.00	100.00	0.00	0.00	100.00	100.00 %
010-401-42686	GARTH HOUSE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
010-401-42688	GENERAL LIABILITY INSURANCE	15,000.00	15,000.00	0.00	6,197.00	8,803.00	58.69 %
010-401-42697	RADIO TOWER RENTAL	4,000.00	4,000.00	0.00	5,516.66	-1,516.66	-37.92 %
010-401-42701	RURAL FIRE PROTECTION	5,400.00	5,400.00	450.00	4,950.00	450.00	8.33 %
010-401-42900	BONDS	15,000.00	15,000.00	0.00	5,292.50	9,707.50	64.72 %
010-401-43621	SHERIFF VEHICLE LIABILITY	41,000.00	41,000.00	0.00	38,969.00	2,031.00	4.95 %
010-401-48000	MISCELLANEOUS EXPENSE	68,000.00	68,000.00	0.00	31,267.72	36,732.28	54.02 %
010-401-48012	PAYMENT IN LIEU OF TAXES	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
010-401-49000	PAYMENTS TO THE STATE	60,000.00	60,000.00	0.00	54,619.72	5,380.28	8.97 %
Department: 401 - COMMISSIONER'S COURT Total:		3,061,335.00	3,085,596.62	28,707.47	1,902,394.66	1,183,201.96	38.35 %
Department: 402 - COUNTY CLERK							
010-402-40000	SALARIES	293,958.00	293,958.00	19,671.80	239,662.53	54,295.47	18.47 %
010-402-40100	SOCIAL SECURITY	22,488.00	22,488.00	1,391.90	16,203.01	6,284.99	27.95 %
010-402-40110	RETIREMENT	20,254.00	20,254.00	768.38	13,439.91	6,814.09	33.64 %
010-402-42100	OFFICE SUPPLIES	5,367.94	5,367.94	0.00	2,247.77	3,120.17	58.13 %
010-402-42150	UNIFORMS	1,750.00	1,750.00	0.00	255.04	1,494.96	85.43 %
010-402-42500	STATE HEALTH DEPT.	6,000.00	6,000.00	0.00	984.54	5,015.46	83.59 %
010-402-42651	BOOK BINDING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
010-402-42659	TRAVEL & EDUCATION	7,000.00	7,433.80	0.00	2,574.45	4,859.35	65.37 %
010-402-42902	BONDS, INSURANCE	0.00	0.00	0.00	329.00	-329.00	0.00 %
010-402-43200	PURCHASE OF EQUIPMENT	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00 %
Department: 402 - COUNTY CLERK Total:		361,517.94	361,951.74	21,832.08	275,696.25	86,255.49	23.83 %
Department: 405 - VETERANS SERVICE							
010-405-40000	SALARIES	48,673.00	48,673.00	1,674.24	26,116.58	22,556.42	46.34 %
010-405-40100	SOCIAL SECURITY	3,724.00	3,724.00	128.07	1,997.90	1,726.10	46.35 %
010-405-40110	RETIREMENT	3,354.00	3,354.00	89.92	1,698.40	1,655.60	49.36 %
010-405-42100	OFFICE SUPPLIES	1,100.00	1,100.00	0.00	477.95	622.05	56.55 %
010-405-42150	UNIFORMS	250.00	250.00	0.00	0.00	250.00	100.00 %
010-405-42500	TELEPHONE	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00 %
010-405-42663	TRAINING & TRAVEL REIMB.	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
010-405-43620	VEHICLES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Department: 405 - VETERANS SERVICE Total:		62,701.00	62,701.00	1,892.23	30,290.83	32,410.17	51.69 %
Department: 407 - DISTRICT CLERK							
010-407-40000	SALARIES	224,041.00	224,041.00	8,018.74	176,412.28	47,628.72	21.26 %
010-407-40100	SOCIAL SECURITY	17,140.00	17,140.00	583.80	13,066.90	4,073.10	23.76 %
010-407-40110	RETIREMENT	15,437.00	15,437.00	541.37	11,910.14	3,526.86	22.85 %
010-407-42100	OFFICE SUPPLIES	5,500.00	5,500.00	0.00	1,576.06	3,923.94	71.34 %
010-407-42150	UNIFORMS	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
010-407-42500	TELEPHONE	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
010-407-42650	ASSOCIATION DUES	175.00	175.00	0.00	0.00	175.00	100.00 %
010-407-42659	TRAVEL & EDUCATION	3,953.00	3,953.00	0.00	1,182.43	2,770.57	70.09 %
010-407-42902	BONDS, INSURANCE	0.00	0.00	0.00	2,758.00	-2,758.00	0.00 %
Department: 407 - DISTRICT CLERK Total:		269,696.00	269,696.00	9,143.91	206,905.81	62,790.19	23.28 %
Department: 408 - JURY ACCOUNT							
010-408-42192	MISC. JURY EXPENSE	300.00	300.00	0.00	0.00	300.00	100.00 %
010-408-42216	TRANSCRIPTS	3,500.00	3,500.00	0.00	1,536.00	1,964.00	56.11 %
010-408-42347	PSYCHIATRIC & MEDICAL EXPENSE	14,000.00	14,000.00	0.00	6,675.00	7,325.00	52.32 %
010-408-42634	COURT APPOINTED ATTORNEYS	85,000.00	85,000.00	0.00	34,926.00	50,074.00	58.91 %
010-408-42637	CPS COURT APPOINTED ATTORNEY	85,000.00	85,000.00	0.00	70,067.12	14,932.88	17.57 %
010-408-42638	CPS COURT REPORTER	25,000.00	25,000.00	0.00	2,127.33	22,872.67	91.49 %
010-408-42685	FOOD/LODGING FOR JURORS	1,000.00	1,000.00	0.00	482.54	517.46	51.75 %
010-408-42689	GRAND JURORS	5,750.00	5,750.00	0.00	0.00	5,750.00	100.00 %
010-408-42690	GRAND JURY COMMISSION	100.00	100.00	0.00	0.00	100.00	100.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-408-42700	PETIT JURORS	28,564.00	28,564.00	0.00	11,870.00	16,694.00	58.44 %
Department: 408 - JURY ACCOUNT Total:		248,214.00	248,214.00	0.00	127,683.99	120,530.01	48.56 %
Department: 409 - 88TH JUDICIAL DISTRICT							
010-409-40000	SALARIES	3,000.00	3,000.00	0.00	3,566.50	-566.50	-18.88 %
010-409-40100	SOCIAL SECURITY	230.00	230.00	0.00	191.30	38.70	16.83 %
010-409-40110	RETIREMENT	207.00	207.00	0.00	172.30	34.70	16.76 %
010-409-42100	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
010-409-42172	JUDICIAL DISTRICT EXPENSES	700.00	700.00	0.00	0.00	700.00	100.00 %
010-409-42354	COURT SUPPLEMENTS & EXPENSE	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
010-409-42500	TELEPHONE	850.00	850.00	0.00	0.00	850.00	100.00 %
010-409-42630	CONTINUING EDUCATION	200.00	200.00	0.00	0.00	200.00	100.00 %
010-409-42636	COURT REPORTER TRAVEL/SUPPLIE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 409 - 88TH JUDICIAL DISTRICT Total:		26,887.00	26,887.00	0.00	3,930.10	22,956.90	85.38 %
Department: 410 - 1-A JUDICIAL DISTRICT							
010-410-40000	SALARIES	6,842.00	6,842.00	263.15	5,789.30	1,052.70	15.39 %
010-410-40100	SOCIAL SECURITY	524.00	524.00	20.14	443.08	80.92	15.44 %
010-410-40110	RETIREMENT	472.00	472.00	18.13	398.86	73.14	15.50 %
010-410-42100	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	400.00	100.00 %
010-410-42354	COURT SUPPLEMENTS & EXPENSES	48,000.00	48,000.00	0.00	47,047.14	952.86	1.99 %
010-410-42636	COURT REPORTER TRAVEL/SUPPLIE	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
010-410-42659	TRAVEL & EDUCATION	691.00	691.00	0.00	0.00	691.00	100.00 %
Department: 410 - 1-A JUDICIAL DISTRICT Total:		58,029.00	58,029.00	301.42	53,678.38	4,350.62	7.50 %
Department: 411 - JUSTICE OF PEACE #1							
010-411-40000	SALARIES	155,648.00	155,648.00	5,288.16	121,865.32	33,782.68	21.70 %
010-411-40100	SOCIAL SECURITY	11,908.00	11,908.00	343.67	8,160.65	3,747.35	31.47 %
010-411-40110	RETIREMENT	10,725.00	10,725.00	345.71	8,138.56	2,586.44	24.12 %
010-411-42100	OFFICE SUPPLIES	3,929.00	3,929.00	0.00	1,447.93	2,481.07	63.15 %
010-411-42150	UNIFORMS	750.00	750.00	0.00	0.00	750.00	100.00 %
010-411-42500	TELEPHONE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
010-411-42661	TRAINING & EDUCATION	2,500.00	2,500.00	0.00	370.80	2,129.20	85.17 %
010-411-42700	PETIT JURORS	1,000.00	1,000.00	0.00	530.00	470.00	47.00 %
Department: 411 - JUSTICE OF PEACE #1 Total:		188,460.00	188,460.00	5,977.54	140,513.26	47,946.74	25.44 %
Department: 412 - JUSTICE OF PEACE #2							
010-412-40000	SALARIES	32,914.00	32,914.00	1,007.42	22,163.24	10,750.76	32.66 %
010-412-40100	SOCIAL SECURITY	2,518.00	2,518.00	75.42	1,673.08	844.92	33.56 %
010-412-40110	RETIREMENT	2,268.00	2,268.00	68.05	1,497.10	770.90	33.99 %
010-412-42100	OFFICE SUPPLIES	600.00	600.00	0.00	0.00	600.00	100.00 %
010-412-42110	POSTAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
010-412-42150	UNIFORMS	250.00	250.00	0.00	50.76	199.24	79.70 %
010-412-42500	TELEPHONE	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
010-412-42661	TRAINING & EDUCATION	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Department: 412 - JUSTICE OF PEACE #2 Total:		42,250.00	42,250.00	1,150.89	25,384.18	16,865.82	39.92 %
Department: 413 - JUSTICE OF PEACE #3							
010-413-40000	SALARIES	35,124.00	35,124.00	1,032.42	28,213.24	6,910.76	19.68 %
010-413-40100	SOCIAL SECURITY	2,687.00	2,687.00	56.89	1,776.42	910.58	33.89 %
010-413-40110	RETIREMENT	2,421.00	2,421.00	67.95	1,873.90	547.10	22.60 %
010-413-42100	OFFICE SUPPLIES	900.00	900.00	0.00	0.00	900.00	100.00 %
010-413-42110	POSTAGE	200.00	200.00	0.00	0.00	200.00	100.00 %
010-413-42150	UNIFORMS	250.00	250.00	0.00	0.00	250.00	100.00 %
010-413-42500	TELEPHONE	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
010-413-42661	TRAINING & EDUCATION	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
010-413-42700	PETIT JURORS	200.00	200.00	0.00	0.00	200.00	100.00 %
Department: 413 - JUSTICE OF PEACE #3 Total:		43,982.00	43,982.00	1,157.26	31,863.56	12,118.44	27.55 %
Department: 414 - JUSTICE OF PEACE #4							
010-414-40000	SALARIES	36,324.00	36,324.00	1,032.42	29,213.24	7,110.76	19.58 %
010-414-40100	SOCIAL SECURITY	2,779.00	2,779.00	78.98	2,158.36	620.64	22.33 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-414-40110	RETIREMENT	2,503.00	2,503.00	67.95	1,873.90	629.10	25.13 %
010-414-42100	OFFICE SUPPLIES	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
010-414-42110	POSTAGE	400.00	400.00	0.00	0.00	400.00	100.00 %
010-414-42150	UNIFORMS	250.00	250.00	0.00	0.00	250.00	100.00 %
010-414-42500	TELEPHONE	1,425.00	1,425.00	0.00	277.24	1,147.76	80.54 %
010-414-42510	UTILITIES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
010-414-42661	TRAINING & EDUCATION	900.00	900.00	0.00	0.00	900.00	100.00 %
Department: 414 - JUSTICE OF PEACE #4 Total:		47,581.00	47,581.00	1,179.35	33,522.74	14,058.26	29.55 %
Department: 415 - COUNTY COURT							
010-415-42623	COMMITMENTS	10,000.00	10,000.00	0.00	6,121.00	3,879.00	38.79 %
010-415-42634	COURT APPOINTED ATTORNEYS	30,000.00	30,000.00	0.00	14,235.00	15,765.00	52.55 %
010-415-42635	COURT REPORTER	7,500.00	7,500.00	0.00	1,236.00	6,264.00	83.52 %
010-415-42700	PETIT JURORS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
010-415-42909	REIMB. COURT COST	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 415 - COUNTY COURT Total:		50,000.00	50,000.00	0.00	21,592.00	28,408.00	56.82 %
Department: 419 - DISTRICT ATTORNEY							
010-419-40000	SALARIES	321,388.00	321,388.00	12,350.88	225,164.01	96,223.99	29.94 %
010-419-40100	SOCIAL SECURITY	24,587.00	24,587.00	881.42	16,107.39	8,479.61	34.49 %
010-419-40110	RETIREMENT	22,144.00	22,144.00	839.84	15,297.49	6,846.51	30.92 %
010-419-42100	OFFICE SUPPLIES	6,200.00	6,200.00	0.00	3,127.52	3,072.48	49.56 %
010-419-42150	UNIFORMS	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
010-419-42222	WITNESS EXPENSE	5,000.00	5,000.00	0.00	8,434.06	-3,434.06	-68.68 %
010-419-42414	RADIO REPAIR	250.00	250.00	0.00	0.00	250.00	100.00 %
010-419-42500	TELEPHONE	6,300.00	6,300.00	0.00	718.53	5,581.47	88.59 %
010-419-42639	DNA LAB FEES	8,000.00	8,000.00	0.00	125.00	7,875.00	98.44 %
010-419-42659	TRAVEL & EDUCATION	9,110.00	9,110.00	0.00	989.58	8,120.42	89.14 %
Department: 419 - DISTRICT ATTORNEY Total:		404,229.00	404,229.00	14,072.14	269,963.58	134,265.42	33.22 %
Department: 420 - TAX ASSESSOR/COLLECTOR							
010-420-40000	SALARIES	260,070.00	260,070.00	9,273.74	204,022.28	56,047.72	21.55 %
010-420-40100	SOCIAL SECURITY	19,896.00	19,896.00	676.01	14,991.00	4,905.00	24.65 %
010-420-40110	RETIREMENT	17,919.00	17,919.00	626.24	13,777.28	4,141.72	23.11 %
010-420-42100	OFFICE SUPPLIES	6,700.00	6,700.00	0.00	2,245.23	4,454.77	66.49 %
010-420-42150	UNIFORMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
010-420-42500	TELEPHONE	5,800.00	5,800.00	0.00	2,921.36	2,878.64	49.63 %
010-420-42650	ASSOCIATION DUES	500.00	500.00	0.00	425.00	75.00	15.00 %
010-420-42659	TRAVEL & EDUCATION	4,500.00	4,630.00	0.00	1,713.74	2,916.26	62.99 %
010-420-42900	BONDS	0.00	0.00	0.00	117.50	-117.50	0.00 %
Department: 420 - TAX ASSESSOR/COLLECTOR Total:		316,885.00	317,015.00	10,575.99	240,213.39	76,801.61	24.23 %
Department: 421 - COUNTY JUDGE							
010-421-40000	SALARIES	203,236.00	203,236.00	5,438.05	153,002.12	50,233.88	24.72 %
010-421-40100	SOCIAL SECURITY	15,548.00	15,548.00	385.20	11,100.41	4,447.59	28.61 %
010-421-40110	RETIREMENT	14,003.00	14,003.00	328.27	10,328.42	3,674.58	26.24 %
010-421-42100	OFFICE SUPPLIES	1,800.00	1,800.00	0.00	1,532.04	267.96	14.89 %
010-421-42150	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
010-421-42189	EDUCATION,GOVERNMENT RELATI	6,773.00	6,898.00	0.00	1,131.00	5,767.00	83.60 %
010-421-42190	MEETINGS EXPENSE	200.00	200.00	0.00	0.00	200.00	100.00 %
010-421-42500	TELEPHONE	1,500.00	1,500.00	0.00	230.47	1,269.53	84.64 %
010-421-42650	ASSOCIATION DUES	450.00	450.00	0.00	0.00	450.00	100.00 %
Department: 421 - COUNTY JUDGE Total:		244,010.00	244,135.00	6,151.52	177,324.46	66,810.54	27.37 %
Department: 422 - COUNTY AUDITOR							
010-422-40000	SALARIES	180,761.00	180,761.00	6,207.88	135,133.04	45,627.96	25.24 %
010-422-40100	SOCIAL SECURITY	13,829.00	13,829.00	465.28	10,272.21	3,556.79	25.72 %
010-422-40110	RETIREMENT	12,455.00	12,455.00	419.78	8,810.09	3,644.91	29.26 %
010-422-42100	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	1,008.83	991.17	49.56 %
010-422-42150	UNIFORMS	1,250.00	1,250.00	0.00	92.00	1,158.00	92.64 %
010-422-42500	TELEPHONE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
010-422-42650	ASSOCIATION DUES	325.00	325.00	0.00	650.00	-325.00	-100.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-422-42659	TRAVEL & EDUCATION	10,966.76	10,966.76	0.00	3,774.44	7,192.32	65.58 %
010-422-42900	BONDS	0.00	0.00	0.00	147.00	-147.00	0.00 %
Department: 422 - COUNTY AUDITOR Total:		224,586.76	224,586.76	7,092.94	159,887.61	64,699.15	28.81 %
Department: 423 - COUNTY TREASURER							
010-423-40000	SALARIES	80,103.00	80,103.00	4,063.94	74,971.48	5,131.52	6.41 %
010-423-40100	SOCIAL SECURITY	6,128.00	6,128.00	293.93	5,606.92	521.08	8.50 %
010-423-40110	RETIREMENT	5,520.00	5,520.00	207.50	4,565.00	955.00	17.30 %
010-423-42100	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	2,453.49	46.51	1.86 %
010-423-42150	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
010-423-42500	TELEPHONE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
010-423-42650	ASSOCIATION DUES	280.00	280.00	0.00	50.00	230.00	82.14 %
010-423-42659	TRAVEL & EDUCATION	6,000.00	6,000.00	0.00	2,543.76	3,456.24	57.60 %
Department: 423 - COUNTY TREASURER Total:		102,031.00	102,031.00	4,565.37	90,190.65	11,840.35	11.60 %
Department: 424 - CONSTABLE, PCT. I							
010-424-40000	SALARIES	38,674.00	38,674.00	1,007.42	32,175.91	6,498.09	16.80 %
010-424-40100	SOCIAL SECURITY	2,959.00	2,959.00	77.07	2,466.84	492.16	16.63 %
010-424-40110	RETIREMENT	2,665.00	2,665.00	66.23	2,153.64	511.36	19.19 %
010-424-42150	UNIFORMS	250.00	250.00	0.00	187.36	62.64	25.06 %
010-424-42661	TRAINING & EDUCATION	5,156.52	1,200.00	0.00	189.00	1,011.00	84.25 %
010-424-43220	EMERGENCY EQUIPMENT	250.00	4,206.52	0.00	3,134.60	1,071.92	25.48 %
010-424-43232	RADIO & EQUIPMENT	600.00	600.00	0.00	1,608.95	-1,008.95	-168.16 %
Department: 424 - CONSTABLE, PCT. I Total:		50,554.52	50,554.52	1,150.72	41,916.30	8,638.22	17.09 %
Department: 425 - CONSTABLE, PCT. II							
010-425-40000	SALARIES	38,674.00	38,674.00	1,007.42	36,455.40	2,218.60	5.74 %
010-425-40100	SOCIAL SECURITY	2,959.00	2,959.00	59.89	2,745.10	213.90	7.23 %
010-425-40110	RETIREMENT	2,665.00	2,665.00	66.23	2,440.48	224.52	8.42 %
010-425-42150	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
010-425-42661	TRAINING & EDUCATION	2,500.00	2,500.00	0.00	70.00	2,430.00	97.20 %
010-425-43220	EMERGENCY EQUIPMENT	400.00	400.00	0.00	0.00	400.00	100.00 %
010-425-43232	RADIO & EQUIPMENT	600.00	600.00	0.00	486.00	114.00	19.00 %
Department: 425 - CONSTABLE, PCT. II Total:		48,298.00	48,298.00	1,133.54	42,196.98	6,101.02	12.63 %
Department: 426 - SHERIFF DEPT							
010-426-40000	SALARIES	1,214,175.00	1,214,175.00	60,411.91	1,111,619.18	102,555.82	8.45 %
010-426-40100	SOCIAL SECURITY	92,885.00	92,885.00	4,440.80	81,235.95	11,649.05	12.54 %
010-426-40110	RETIREMENT	83,657.00	83,657.00	4,037.13	74,871.09	8,785.91	10.50 %
010-426-40151	VACATION & SICK PAY RELIEF	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
010-426-42100	OFFICE SUPPLIES	7,000.00	7,000.00	0.00	2,590.27	4,409.73	63.00 %
010-426-42150	UNIFORMS	8,000.00	8,000.00	0.00	6,139.03	1,860.97	23.26 %
010-426-42182	DEPUTIES SUPPLIES	9,500.00	9,500.00	0.00	6,597.50	2,902.50	30.55 %
010-426-42217	TRANSPORTS COSTS	5,000.00	5,000.00	0.00	1,039.28	3,960.72	79.21 %
010-426-42395	PSYCHOLOGICAL EVALUATIONS	5,000.00	5,000.00	0.00	1,350.00	3,650.00	73.00 %
010-426-42396	FINGER PRINTING/BACKGROUND C	5,000.00	5,000.00	0.00	20.21	4,979.79	99.60 %
010-426-42398	EVIDENCE EXPENSE	10,000.00	10,000.00	0.00	1,471.51	8,528.49	85.28 %
010-426-42400	GAS, OIL, GREASE	125,000.00	125,000.00	0.00	51,551.86	73,448.14	58.76 %
010-426-42401	TIRES, TUBES	15,000.00	15,000.00	0.00	11,021.15	3,978.85	26.53 %
010-426-42413	REPAIRS TO VEHICLES	20,000.00	20,000.00	0.00	22,725.48	-2,725.48	-13.63 %
010-426-42415	RADIO MAINTENANCE	2,000.00	2,000.00	0.00	978.00	1,022.00	51.10 %
010-426-42500	TELEPHONE	20,000.00	20,000.00	0.00	10,421.94	9,578.06	47.89 %
010-426-42640	EMPLOYEE PHYSICALS	2,000.00	2,000.00	0.00	1,921.20	78.80	3.94 %
010-426-42653	CAMERA & FILM	1,696.00	1,696.00	0.00	238.09	1,457.91	85.96 %
010-426-42656	ANIMAL CONTROL	1,500.00	1,500.00	0.00	34.00	1,466.00	97.73 %
010-426-42659	TRAVEL & EDUCATION	15,000.00	15,000.00	0.00	5,793.57	9,206.43	61.38 %
010-426-42906	BONDS & LAW ENF. LIABILITY	0.00	0.00	0.00	71.00	-71.00	0.00 %
Department: 426 - SHERIFF DEPT Total:		1,655,413.00	1,655,413.00	68,889.84	1,391,690.31	263,722.69	15.93 %
Department: 427 - SHERIFF - JAIL							
010-427-40000	SALARIES	349,959.00	349,959.00	18,383.23	296,144.98	53,814.02	15.38 %
010-427-40100	SOCIAL SECURITY	26,772.00	26,772.00	1,376.42	22,267.82	4,504.18	16.82 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-427-40110	RETIREMENT	24,113.00	24,113.00	1,094.29	19,563.80	4,549.20	18.87 %
010-427-40151	VACATION & SICK PAY RELIEF	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
010-427-42108	JAIL SUPPLIES	25,000.00	25,000.00	0.00	16,927.04	8,072.96	32.29 %
010-427-42150	UNIFORMS	1,500.00	1,500.00	0.00	180.00	1,320.00	88.00 %
010-427-42157	PRISONER MEALS	50,000.00	50,000.00	0.00	42,503.48	7,496.52	14.99 %
010-427-42653	CAMERA & FILM	500.00	500.00	0.00	184.26	315.74	63.15 %
010-427-42659	TRAVEL & EDUCATION	3,000.00	3,000.00	0.00	1,517.57	1,482.43	49.41 %
Department: 427 - SHERIFF - JAIL Total:		485,844.00	485,844.00	20,853.94	399,288.95	86,555.05	17.82 %
Department: 428 - CONSTABLE, PCT. III							
010-428-40000	SALARIES	38,314.00	38,314.00	1,007.42	32,163.24	6,150.76	16.05 %
010-428-40100	SOCIAL SECURITY	2,932.00	2,932.00	36.81	1,648.14	1,283.86	43.79 %
010-428-40110	RETIREMENT	2,640.00	2,640.00	66.23	2,146.06	493.94	18.71 %
010-428-42150	UNIFORMS	250.00	250.00	0.00	0.00	250.00	100.00 %
010-428-42661	TRAINING & EDUCATION	4,172.52	4,172.52	0.00	0.00	4,172.52	100.00 %
010-428-43220	EMERGENCY EQUIPMENT	400.00	400.00	0.00	0.00	400.00	100.00 %
010-428-43232	RADIO & EQUIPMENT	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00 %
Department: 428 - CONSTABLE, PCT. III Total:		49,942.52	49,942.52	1,110.46	35,957.44	13,985.08	28.00 %
Department: 429 - CONSTABLE, PCT. IV							
010-429-40000	SALARIES	40,524.00	40,524.00	1,032.42	32,713.24	7,810.76	19.27 %
010-429-40100	SOCIAL SECURITY	3,101.00	3,101.00	78.98	2,502.56	598.44	19.30 %
010-429-40110	RETIREMENT	2,793.00	2,793.00	67.95	2,184.33	608.67	21.79 %
010-429-42150	UNIFORMS	650.00	650.00	0.00	176.94	473.06	72.78 %
010-429-42661	TRAINING & EDUCATION	4,665.52	4,665.52	0.00	160.00	4,505.52	96.57 %
010-429-43220	EMERGENCY EQUIPMENT	250.00	250.00	0.00	0.00	250.00	100.00 %
010-429-43232	RADIO & EQUIPMENT	35.00	35.00	0.00	0.00	35.00	100.00 %
Department: 429 - CONSTABLE, PCT. IV Total:		52,018.52	52,018.52	1,179.35	37,737.07	14,281.45	27.45 %
Department: 430 - D.P.S.							
010-430-42100	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	636.89	363.11	36.31 %
Department: 430 - D.P.S. Total:		1,000.00	1,000.00	0.00	636.89	363.11	36.31 %
Department: 436 - HEALTH OFFICER INSURANCE							
010-436-42617	AID TO INDIGENTS	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
010-436-42632	COUNTY HEALTH INSPECTOR	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
010-436-42633	COUNTY HEALTH OFFICER	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
Department: 436 - HEALTH OFFICER INSURANCE Total:		25,000.00	25,000.00	0.00	10,000.00	15,000.00	60.00 %
Department: 439 - EXTENSION OFFICE							
010-439-40000	SALARIES	70,018.00	70,018.00	605.73	16,326.06	53,691.94	76.68 %
010-439-40100	SOCIAL SECURITY	5,357.00	5,357.00	46.34	1,248.98	4,108.02	76.69 %
010-439-40110	RETIREMENT	4,321.00	4,321.00	0.00	0.00	4,321.00	100.00 %
010-439-42100	OFFICE SUPPLIES	800.00	800.00	0.00	552.48	247.52	30.94 %
010-439-42181	DEMONSTRATION SUPPLIES	750.00	750.00	0.00	60.47	689.53	91.94 %
010-439-42224	OUT-OF-COUNTY TRAVEL, FARM	5,600.00	5,600.00	0.00	2,806.92	2,793.08	49.88 %
010-439-42225	OUT-OF-COUNTY TRAVEL, HOME	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00 %
Department: 439 - EXTENSION OFFICE Total:		91,146.00	91,146.00	652.07	20,994.91	70,151.09	76.97 %
Department: 440 - DATA PROCESSING							
010-440-42101	SUPPLIES	100,000.00	100,000.00	0.00	78,863.23	21,136.77	21.14 %
010-440-42350	SERVICE CONTRACTS	50,000.00	51,426.45	0.00	67,891.92	-16,465.47	-32.02 %
010-440-42353	SUPPORT SERVICES	125,000.00	125,000.00	0.00	64,518.28	60,481.72	48.39 %
010-440-42423	EQUIPMENT REPAIRS	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
010-440-42600	PROFESSIONAL SERVICES	60,000.00	60,000.00	0.00	42,211.87	17,788.13	29.65 %
010-440-42677	EQUIPMENT LEASE	32,093.20	32,093.20	0.00	17,773.36	14,319.84	44.62 %
Department: 440 - DATA PROCESSING Total:		377,093.20	378,519.65	0.00	271,258.66	107,260.99	28.34 %
Department: 442 - FACILITIES OPERATIONS							
010-442-40000	SALARIES	183,753.00	183,753.00	5,905.51	111,859.29	71,893.71	39.13 %
010-442-40100	SOCIAL SECURITY	12,661.00	12,661.00	449.77	8,486.89	4,174.11	32.97 %
010-442-40110	RETIREMENT	13,391.00	13,391.00	299.72	7,231.97	6,159.03	45.99 %
010-442-42106	JANITORS SUPPLIES	15,000.00	15,000.00	0.00	14,064.82	935.18	6.23 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
010-442-42150	UNIFORMS	3,500.00	3,500.00	0.00	1,052.11	2,447.89	69.94 %
010-442-42394	BUILDING INSURANCE	40,000.00	40,000.00	0.00	55,007.00	-15,007.00	-37.52 %
010-442-42397	GROUNDS MAINTENANCE	25,000.00	25,000.00	0.00	14,920.45	10,079.55	40.32 %
010-442-42400	GAS, OIL, GREASE	5,000.00	5,000.00	0.00	970.91	4,029.09	80.58 %
010-442-42411	REPAIRS & MAINTENANCE AT JUSTI	28,000.00	28,000.00	0.00	3,007.29	24,992.71	89.26 %
010-442-42412	REPAIRS & MAINTENANCE TO COU	100,000.00	100,000.00	0.00	23,442.09	76,557.91	76.56 %
010-442-42413	REPAIRS TO VEHICLES	10,000.00	10,000.00	0.00	1,184.44	8,815.56	88.16 %
010-442-42417	REPAIRS & MAINTENANCE - TAX OF	10,000.00	10,000.00	0.00	575.80	9,424.20	94.24 %
010-442-42418	REPAIRS & MAINTENANCE - COUN	10,000.00	10,000.00	0.00	939.00	9,061.00	90.61 %
010-442-42419	REPAIRS & MAINTENANCE - TYLER	10,000.00	10,000.00	0.00	1,927.47	8,072.53	80.73 %
010-442-42422	ELEVATOR REPAIRS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
010-442-42511	UTILITIES-JUSTICE CENTER	55,000.00	55,000.00	0.00	42,043.51	12,956.49	23.56 %
010-442-42515	UTILITIES-COURTHOUSE	35,000.00	35,000.00	0.00	13,146.22	21,853.78	62.44 %
010-442-42516	UTILITIES-COUNTY	13,200.00	13,200.00	0.00	5,253.98	7,946.02	60.20 %
010-442-42517	UTILITIES-TAX OFFICE	10,500.00	10,500.00	0.00	5,397.72	5,102.28	48.59 %
010-442-42518	UTILITIES - TYLER CO. COMPLEX	10,000.00	10,000.00	0.00	7,466.41	2,533.59	25.34 %
010-442-43200	PURCHASE OF EQUIPMENT	10,000.00	10,000.00	0.00	6,259.99	3,740.01	37.40 %
Department: 442 - FACILITIES OPERATIONS Total:		603,005.00	603,005.00	6,655.00	324,237.36	278,767.64	46.23 %
Department: 453 - CAPITAL OUTLAY							
010-453-43152	RENOVATIONS - TAX OFFICE	0.00	0.00	0.00	256,653.62	-256,653.62	0.00 %
010-453-43210	OFFICE EQUIPMENT	52,035.00	52,035.00	0.00	33,235.31	18,799.69	36.13 %
010-453-43401	HEATING & COOLING EQUIPMENT	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
010-453-43600	SHERIFF'S CARS	129,500.00	129,500.00	0.00	21,828.69	107,671.31	83.14 %
010-453-43604	TYLER COUNTY OFFICE COMPLEX	0.00	0.00	0.00	2,506.09	-2,506.09	0.00 %
Department: 453 - CAPITAL OUTLAY Total:		188,035.00	188,035.00	0.00	314,223.71	-126,188.71	-67.11 %
Department: 496 - DEBT SERVICE							
010-496-49029	TRANSFER TO BENEVOLENCE	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00 %
010-496-49101	TRANSFER - CH RESTORATION	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00 %
010-496-49102	TRANSFER TO LEGISLATIVE SERVICE	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00 %
010-496-49113	TRANSFER TO R & B, PCT. 1	51,200.00	51,200.00	0.00	51,200.00	0.00	0.00 %
010-496-49114	TRANSFER TO R & B, PCT. 2	51,200.00	51,200.00	0.00	51,200.00	0.00	0.00 %
010-496-49115	TRANSFER TO R & B, PCT. 3	51,200.00	51,200.00	0.00	51,200.00	0.00	0.00 %
010-496-49116	TRANSFERS TO R & B, PCT. 4	51,200.00	51,200.00	0.00	51,200.00	0.00	0.00 %
010-496-49117	TRANS. TO JUV. PROB. (MATCH)	144,320.00	144,320.00	0.00	144,320.00	0.00	0.00 %
010-496-49121	TRANSFER TO AIRPORT	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
010-496-49123	TRANSFER TO ECONOMIC DEVELOP	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00 %
010-496-49124	TRANSFER TO EMERGENCY OPERAT	162,808.00	162,808.00	0.00	162,808.00	0.00	0.00 %
010-496-49125	TRANSFER TO NUTRITION CENTER	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
010-496-49130	TRANSFER TO RODEO ARENA	20,200.00	20,200.00	0.00	20,200.00	0.00	0.00 %
010-496-49131	TRANSFER TO COURTHOUSE SECUR	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 %
010-496-49133	TRANSFER TO LIBRARY FUND	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
Department: 496 - DEBT SERVICE Total:		1,176,128.00	1,176,128.00	0.00	1,176,128.00	0.00	0.00 %
Fund: 010 - GENERAL FUND Surplus (Deficit):		56,453.00	30,076.13	-136,821.06	1,276,224.85	1,246,148.72	-4,143.31 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 020 - GENERAL ROAD & BRIDGE							
020-31000	AD VAL-.2547	2,462,221.07	2,462,221.07	1,382.54	2,528,553.16	66,332.09	102.69 %
020-31009	PAYMENT IN LIEU OF TAXES	850.00	850.00	0.00	2,668.95	1,818.95	313.99 %
020-31020	DELINQUENT AD VALOREM	73,000.00	73,000.00	15,351.04	128,883.71	55,883.71	176.55 %
020-32222	MOTOR VEHICLE REGISTRATION	360,000.00	360,000.00	0.00	324,830.82	-35,169.18	9.77 %
020-32517	COUNTY CLERK FINES	7,008.24	7,008.24	0.00	5,771.47	-1,236.77	17.65 %
020-32522	DISTRICT CLERK FINES	20,000.00	20,000.00	0.00	11,168.54	-8,831.46	44.16 %
020-38150	DEPARTMENT OF TRANSPORATION	22,000.00	22,000.00	0.00	0.00	-22,000.00	100.00 %
020-39009	SPECIAL AUTO TAX	150,000.00	150,000.00	2,860.00	142,993.69	-7,006.31	4.67 %
Department: 000 - BASIC OPERATIONS							
020-000-49126	TRANS/R&B I===22.0462 %	682,351.35	682,351.35	0.00	689,004.80	-6,653.45	-0.98 %
020-000-49127	TRANS/R&B II===.22.6414 %	700,774.37	700,774.37	0.00	707,606.46	-6,832.09	-0.97 %
020-000-49128	TRANS/R&B III==.29.0243 %	898,329.30	898,329.30	0.00	907,090.24	-8,760.94	-0.98 %
020-000-49129	TRANS/R&B IV=== 26.2881 %	813,624.29	813,624.29	0.00	821,575.26	-7,950.97	-0.98 %
Department: 000 - BASIC OPERATIONS Total:		3,095,079.31	3,095,079.31	0.00	3,125,276.76	-30,197.45	-0.98 %
Fund: 020 - GENERAL ROAD & BRIDGE Surplus (Deficit):		0.00	0.00	19,593.58	19,593.58	19,593.58	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 021 - ROAD & BRIDGE I						
021-30000	BEGINNING BALANCE	483.23	483.23	0.00	0.00	-483.23 100.00 %
021-35100	INTEREST ON INVESTMENTS	1,800.00	1,800.00	0.00	1,755.99	-44.01 2.45 %
021-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	1,715.83	1,715.83 0.00 %
021-37000	REFUNDS	100.00	100.00	0.00	0.00	-100.00 100.00 %
021-37100	FEMA REIMBURSEMENTS	0.00	0.00	0.00	9,679.48	9,679.48 0.00 %
021-39000	TRANSFER FROM GENERAL FUND	51,200.00	51,200.00	0.00	51,200.00	0.00 0.00 %
021-39003	TRANSFER FROM GEN R&B	682,351.35	682,351.35	0.00	689,004.80	6,653.45 100.98 %
021-39004	TRANSFER FROM R&B, PCT 2	19,040.00	19,040.00	0.00	15,866.10	-3,173.90 16.67 %
Department: 000 - BASIC OPERATIONS						
021-000-40000	SALARIES	346,040.00	346,040.00	14,237.58	279,493.67	66,546.33 19.23 %
021-000-40100	SOCIAL SECURITY	26,473.00	26,473.00	1,050.50	20,624.56	5,848.44 22.09 %
021-000-40110	RETIREMENT	23,843.00	23,843.00	900.93	18,429.10	5,413.90 22.71 %
021-000-40120	HOSPITALIZATION	64,513.68	64,513.68	2,754.39	55,801.59	8,712.09 13.50 %
021-000-40130	WORKERS' COMPENSATION	13,318.00	13,318.00	0.00	4,919.31	8,398.69 63.06 %
021-000-40140	UNEMPLOYMENT INSURANCE	1,072.00	1,072.00	40.20	700.63	371.37 34.64 %
021-000-42150	UNIFORMS	1,500.00	1,500.00	0.00	1,300.33	199.67 13.31 %
021-000-42160	ROAD MATERIAL	60,000.00	60,000.00	0.00	77,477.07	-17,477.07 -29.13 %
021-000-42161	CULVERTS	5,000.00	5,000.00	0.00	1,038.80	3,961.20 79.22 %
021-000-42391	LIABILITY INS. ON VEHICLES	4,600.00	4,600.00	0.00	0.00	4,600.00 100.00 %
021-000-42400	GAS, OIL, GREASE	40,000.00	40,000.00	0.00	17,073.77	22,926.23 57.32 %
021-000-42401	TIRES, TUBES	15,000.00	15,000.00	0.00	4,652.71	10,347.29 68.98 %
021-000-42420	BRIDGE REPAIR	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
021-000-42425	MACHINERY MAINTENANCE	30,000.00	30,000.00	0.00	22,115.71	7,884.29 26.28 %
021-000-42428	EQUIPMENT HAULING & TOWING	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
021-000-42429	TOOL & EQUIPMENT RENTAL	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
021-000-42500	TELEPHONE	5,000.00	5,000.00	0.00	1,591.04	3,408.96 68.18 %
021-000-42510	UTILITIES	5,000.00	5,000.00	0.00	2,471.93	2,528.07 50.56 %
021-000-42640	EMPLOYEE PHYSICALS	500.00	500.00	0.00	46.20	453.80 90.76 %
021-000-42646	CONTRACT LABOR	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
021-000-42650	ASSOCIATION DUES	200.00	200.00	0.00	0.00	200.00 100.00 %
021-000-42659	TRAVEL & EDUCATION	6,174.90	6,274.90	0.00	230.00	6,044.90 96.33 %
021-000-42900	BONDS	240.00	240.00	0.00	0.00	240.00 100.00 %
021-000-42998	MISCELLANEOUS SUPPLIES	3,000.00	3,000.00	0.00	8,268.56	-5,268.56 -175.62 %
021-000-43200	PURCHASE OF EQUIPMENT	50,000.00	50,000.00	0.00	22,861.99	27,138.01 54.28 %
021-000-44100	PRINCIPLE ON LEASE PURCHASE	21,000.00	21,000.00	0.00	50,199.49	-29,199.49 -139.05 %
021-000-44200	INTEREST ON LEASE PURCHASE	10,000.00	10,000.00	0.00	9,645.50	354.50 3.55 %
Department: 000 - BASIC OPERATIONS Total:		754,974.58	755,074.58	18,983.60	598,941.96	156,132.62 20.68 %
Fund: 021 - ROAD & BRIDGE I Surplus (Deficit):		0.00	-100.00	-18,983.60	170,280.24	170,380.24 0,380.24 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 022 - ROAD & BRIDGE II						
022-30000	BEGINNING BALANCE	14,621.54	14,621.54	0.00	0.00	-14,621.54 100.00 %
022-35100	INTEREST ON INVESTMENTS	1,200.00	1,200.00	0.00	1,198.44	-1.56 0.13 %
022-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	1,057.01	1,057.01 0.00 %
022-37000	REFUNDS	150.00	150.00	0.00	230.00	80.00 153.33 %
022-37100	FEMA REIMBURSEMENTS	105,000.00	105,000.00	0.00	13,480.05	-91,519.95 87.16 %
022-37102	REIMBURSEMENTS	0.00	0.00	0.00	243.44	243.44 0.00 %
022-39000	TRANSFER FROM GENERAL FUND	51,200.00	51,200.00	0.00	51,200.00	0.00 0.00 %
022-39003	TRANSFER FROM GEN R&B	700,774.37	700,774.37	0.00	707,606.46	6,832.09 100.97 %
022-39200	SALE OF EQUIPMENT/SCARP META	0.00	0.00	0.00	632.60	632.60 0.00 %
Department: 000 - BASIC OPERATIONS						
022-000-40000	SALARIES	263,615.00	263,615.00	10,551.54	226,292.71	37,322.29 14.16 %
022-000-40100	SOCIAL SECURITY	20,166.54	20,166.54	788.00	16,962.43	3,204.11 15.89 %
022-000-40110	RETIREMENT	18,163.07	18,163.07	719.04	15,182.47	2,980.60 16.41 %
022-000-40120	HOSPITALIZATION	64,126.00	64,126.00	1,554.04	36,308.42	27,817.58 43.38 %
022-000-40130	WORKERS' COMPENSATION	12,835.00	12,835.00	0.00	4,920.31	7,914.69 61.66 %
022-000-40140	UNEMPLOYMENT INSURANCE	917.00	917.00	35.89	663.72	253.28 27.62 %
022-000-42150	UNIFORMS	2,500.00	2,500.00	0.00	2,337.59	162.41 6.50 %
022-000-42160	ROAD MATERIAL	156,903.00	156,933.00	0.00	131,522.00	25,411.00 16.19 %
022-000-42161	CULVERTS	12,035.00	12,035.00	0.00	4,265.55	7,769.45 64.56 %
022-000-42392	LIABILITY INSURANCE	6,000.00	6,000.00	0.00	0.00	6,000.00 100.00 %
022-000-42400	GAS, OIL, GREASE	53,203.00	53,203.00	0.00	30,699.30	22,503.70 42.30 %
022-000-42401	TIRES, TUBES	12,000.00	12,000.00	0.00	4,933.91	7,066.09 58.88 %
022-000-42420	BRIDGE REPAIR	10,000.00	10,000.00	0.00	16,742.71	-6,742.71 -67.43 %
022-000-42425	MACHINERY MAINTENANCE	30,270.00	30,902.60	0.00	55,081.88	-24,179.28 -78.24 %
022-000-42426	VEGETATION CONTROL	2,000.00	2,000.00	0.00	674.51	1,325.49 66.27 %
022-000-42428	EQUIPMENT HAULING/RENTAL/TO	5,000.00	5,000.00	0.00	42,891.85	-37,891.85 -757.84 %
022-000-42429	TOOL & EQUIPMENT RENTAL	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
022-000-42500	TELEPHONE	5,000.00	5,000.00	0.00	2,201.03	2,798.97 55.98 %
022-000-42510	UTILITIES	2,500.00	2,500.00	0.00	2,342.09	157.91 6.32 %
022-000-42640	EMPLOYEE PHYSICALS	500.00	500.00	0.00	277.20	222.80 44.56 %
022-000-42659	TRAVEL & EDUCATION	6,000.00	6,200.00	0.00	3,272.63	2,927.37 47.22 %
022-000-42998	MISCELLANEOUS SUPPLIES	32,460.00	32,460.00	0.00	22,700.28	9,759.72 30.07 %
022-000-43200	PURCHASE OF EQUIPMENT	112,823.30	112,823.30	0.00	121,170.22	-8,346.92 -7.40 %
022-000-44100	PRINCIPLE ON LEASE PURCHASES	6,800.00	6,800.00	0.00	66,644.94	-59,844.94 -880.07 %
022-000-44200	INTEREST ON LEASE PURCHASES	3,300.00	3,300.00	0.00	14,997.89	-11,697.89 -354.48 %
022-000-49113	TRANSFER TO R & B, PCT. 1	18,829.00	18,829.00	0.00	15,866.10	2,962.90 15.74 %
Department: 000 - BASIC OPERATIONS Total:		872,945.91	873,808.51	13,648.51	838,951.74	34,856.77 3.99 %
Fund: 022 - ROAD & BRIDGE II Surplus (Deficit):		0.00	-862.60	-13,648.51	-63,303.74	-62,441.14 -7,238.71 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 023 - ROAD & BRIDGE III							
023-30000	BEGINNING BALANCE	183,569.44	183,569.44	0.00	0.00	-183,569.44	100.00 %
023-35100	INTEREST ON INVESTMENTS	1,500.00	1,500.00	0.00	1,682.65	182.65	112.18 %
023-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	1,856.18	1,856.18	0.00 %
023-37000	REFUNDS	0.00	0.00	0.00	84.19	84.19	0.00 %
023-37100	FEMA REIMBURSEMENTS	0.00	0.00	0.00	64,578.52	64,578.52	0.00 %
023-39000	TRANSFER FROM GENERAL FUND	51,200.00	51,200.00	0.00	51,200.00	0.00	0.00 %
023-39003	TRANSFER FROM GEN R&B	898,329.32	898,329.32	0.00	907,090.24	8,760.92	100.98 %
023-39005	TRANSFER FROM R&B, PCT 4	22,108.00	22,108.00	0.00	16,095.40	-6,012.60	27.20 %
023-39200	SALE OF EQUIPMENT & SCRAP MET	0.00	0.00	0.00	295.80	295.80	0.00 %
Department: 000 - BASIC OPERATIONS							
023-000-40000	SALARIES	456,509.00	456,509.00	18,788.33	427,452.82	29,056.18	6.36 %
023-000-40100	SOCIAL SECURITY	34,923.00	34,923.00	1,390.55	32,099.63	2,823.37	8.08 %
023-000-40110	RETIREMENT	30,039.00	30,039.00	1,200.97	27,362.03	2,676.97	8.91 %
023-000-40120	HOSPITALIZATION	82,946.16	82,946.16	3,942.42	80,655.30	2,290.86	2.76 %
023-000-40130	WORKERS' COMPENSATION	12,526.00	12,526.00	0.00	4,920.31	7,605.69	60.72 %
023-000-40140	UNEMPLOYMENT INSURANCE	1,532.00	1,532.00	55.61	1,178.21	353.79	23.09 %
023-000-42150	UNIFORMS	3,000.00	3,000.00	0.00	1,538.68	1,461.32	48.71 %
023-000-42160	ROAD MATERIAL	150,915.60	151,211.40	0.00	148,497.77	2,713.63	1.79 %
023-000-42161	CULVERTS	19,500.00	19,500.00	0.00	2,164.32	17,335.68	88.90 %
023-000-42392	LIABILITY INSURANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
023-000-42400	GAS, OIL, GREASE	80,000.00	80,000.00	0.00	31,857.14	48,142.86	60.18 %
023-000-42401	TIRES, TUBES	15,000.00	15,000.00	0.00	6,485.16	8,514.84	56.77 %
023-000-42420	BRIDGE REPAIR	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
023-000-42425	MACHINERY MAINTENANCE	40,000.00	40,000.00	0.00	37,089.54	2,910.46	7.28 %
023-000-42428	EQUIPMENT HAULING & TOWING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
023-000-42429	TOOL & EQUIPMENT RENTAL	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
023-000-42500	TELEPHONE	6,000.00	6,000.00	0.00	2,693.02	3,306.98	55.12 %
023-000-42510	UTILITIES	3,000.00	3,000.00	0.00	2,846.82	153.18	5.11 %
023-000-42640	EMPLOYEE PHYSICALS	1,000.00	1,000.00	0.00	221.60	778.40	77.84 %
023-000-42659	TRAVEL & EDUCATION	6,000.00	6,000.00	0.00	85.00	5,915.00	98.58 %
023-000-42900	BONDS	200.00	200.00	0.00	0.00	200.00	100.00 %
023-000-42998	MISCELLANEOUS SUPPLIES	4,500.00	4,562.35	0.00	5,957.70	-1,395.35	-30.58 %
023-000-43200	PURCHASE OF EQUIPMENT	80,000.00	80,000.00	0.00	101,765.89	-21,765.89	-27.21 %
023-000-44100	PRINCIPLE LEASE PAYMENT	70,516.00	70,516.00	0.00	43,169.03	27,346.97	38.78 %
023-000-44200	INTEREST ON LEASE PAYMENT	12,600.00	12,600.00	0.00	9,346.00	3,254.00	25.83 %
Department: 000 - BASIC OPERATIONS Total:		1,156,706.76	1,157,064.91	25,377.88	967,385.97	189,678.94	16.39 %
Fund: 023 - ROAD & BRIDGE III Surplus (Deficit):		0.00	-358.15	-25,377.88	75,497.01	75,855.16	1,179.72 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 024 - ROAD & BRIDGE IV						
024-30000	BEGINNING BALANCE	198,019.08	678,445.53	0.00	0.00	-678,445.53 100.00 %
024-35100	INTEREST ON INVESTMENTS	1,200.00	1,200.00	0.00	873.38	-326.62 27.22 %
024-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	6,856.03	6,856.03 0.00 %
024-37000	REFUNDS	0.00	0.00	3,273.96	3,273.96	3,273.96 0.00 %
024-37100	FEMA REIMBURSEMENTS	0.00	0.00	0.00	97,440.09	97,440.09 0.00 %
024-37102	REIMBURSEMENTS	0.00	0.00	0.00	0.40	0.40 0.00 %
024-39000	TRANSFER FROM GENERAL FUND	51,200.00	51,200.00	0.00	51,200.00	0.00 0.00 %
024-39003	TRANSFER FROM GEN R&B	813,642.29	813,642.29	0.00	821,575.26	7,932.97 100.97 %
Department: 000 - BASIC OPERATIONS						
024-000-40021	SALARIES & PART-TIME HELP	415,577.00	415,577.00	12,107.65	297,139.95	118,437.05 28.50 %
024-000-40100	SOCIAL SECURITY	31,639.00	31,639.00	909.16	22,449.76	9,189.24 29.04 %
024-000-40110	RETIREMENT	28,496.00	28,496.00	771.88	20,102.52	8,393.48 29.45 %
024-000-40120	HOSPITALIZATION	82,453.00	82,453.00	2,724.39	62,971.73	19,481.27 23.63 %
024-000-40130	WORKERS' COMPENSATION	14,997.00	14,997.00	0.00	4,920.82	10,076.18 67.19 %
024-000-40140	UNEMPLOYMENT INSURANCE	1,087.00	1,087.00	41.18	906.16	180.84 16.64 %
024-000-42150	UNIFORMS	3,000.00	3,000.00	0.00	3,302.00	-302.00 -10.07 %
024-000-42160	ROAD MATERIAL	175,000.00	175,000.00	0.00	243,327.02	-68,327.02 -39.04 %
024-000-42161	CULVERTS	22,122.51	22,122.51	0.00	0.00	22,122.51 100.00 %
024-000-42392	LIABILITY INSURANCE	7,500.00	7,500.00	0.00	0.00	7,500.00 100.00 %
024-000-42400	GAS, OIL, GREASE	75,000.00	75,000.00	0.00	28,552.24	46,447.76 61.93 %
024-000-42401	TIRES, TUBES	15,000.00	15,000.00	0.00	7,062.43	7,937.57 52.92 %
024-000-42420	BRIDGE REPAIR	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
024-000-42425	MACHINERY MAINTENANCE	75,639.86	117,639.86	0.00	75,960.36	41,679.50 35.43 %
024-000-42428	EQUIPMENT HAULING & TOWING	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
024-000-42429	TOOL & EQUIPMENT RENTAL	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
024-000-42500	TELEPHONE	6,000.00	6,000.00	0.00	544.67	5,455.33 90.92 %
024-000-42510	UTILITIES	7,000.00	7,000.00	0.00	2,965.26	4,034.74 57.64 %
024-000-42640	EMPLOYEE PHYSICALS	500.00	500.00	0.00	46.20	453.80 90.76 %
024-000-42659	TRAVEL & EDUCATION	5,000.00	5,000.00	0.00	-75.84	5,075.84 101.52 %
024-000-42900	BONDS	200.00	200.00	0.00	0.00	200.00 100.00 %
024-000-42998	MISCELLANEOUS SUPPLIES	5,000.00	5,000.00	0.00	3,056.08	1,943.92 38.88 %
024-000-43200	PURCHASE OF EQUIPMENT	50,000.00	249,649.76	0.00	249,649.76	0.00 0.00 %
024-000-43605	CONSTRUCTION OF PCT. 4 COUNTY	0.00	202,776.69	0.00	187,776.69	15,000.00 7.40 %
024-000-44100	PRINCIPLE ON LEASE PAYMENT	0.00	26,816.32	0.00	26,816.32	0.00 0.00 %
024-000-44200	INTEREST ON WARRANTS	0.00	9,183.68	0.00	9,183.68	0.00 0.00 %
024-000-49115	TRANSFER TO R & B, PCT. 3	17,850.00	17,850.00	0.00	16,095.40	1,754.60 9.83 %
Department: 000 - BASIC OPERATIONS Total:		1,064,061.37	1,544,487.82	16,554.26	1,262,753.21	281,734.61 18.24 %
Fund: 024 - ROAD & BRIDGE IV Surplus (Deficit):		0.00	0.00	-13,280.30	-281,534.09	-281,534.09 0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 025 - TYLER CO AIRPORT						
025-30000	BEGINNING BALANCE	11,584.00	11,584.00	0.00	0.00	-11,584.00 100.00 %
025-32101	AIRPORT FEES/RENTAL	1,500.00	1,500.00	250.00	725.00	-775.00 51.67 %
025-35100	INTEREST ON INVESTMENTS	250.00	250.00	0.00	71.42	-178.58 71.43 %
025-39000	TRANSFER FROM GENERAL FUND	12,000.00	12,000.00	0.00	12,000.00	0.00 0.00 %
Department: 000 - BASIC OPERATIONS						
025-000-40000	SALARIES	10,000.00	10,000.00	0.00	7,524.48	2,475.52 24.76 %
025-000-40100	SOCIAL SECURITY	765.00	765.00	0.00	573.76	191.24 25.00 %
025-000-40110	RETIREMENT	619.00	619.00	0.00	516.76	102.24 16.52 %
025-000-40130	WORKERS' COMPENSATION	100.00	100.00	0.00	0.00	100.00 100.00 %
025-000-40140	UNEMPLOYMENT INSURANCE	100.00	100.00	0.00	1.02	98.98 98.98 %
025-000-42390	INSURANCE	3,200.00	3,200.00	0.00	0.00	3,200.00 100.00 %
025-000-42410	REPAIRS & MAINTENANCE	4,657.00	4,657.00	0.00	14,881.94	-10,224.94 -219.56 %
025-000-42510	UTILITIES	3,500.00	3,500.00	0.00	2,550.05	949.95 27.14 %
025-000-43200	PURCHASE OF EQUIPMENT	2,393.00	2,393.00	0.00	0.00	2,393.00 100.00 %
025-000-43202	BUILDINGS & PROPERTY	0.00	0.00	0.00	1,692.29	-1,692.29 0.00 %
Department: 000 - BASIC OPERATIONS Total:		25,334.00	25,334.00	0.00	27,740.30	-2,406.30 -9.50 %
Fund: 025 - TYLER CO AIRPORT Surplus (Deficit):		0.00	0.00	250.00	-14,943.88	-14,943.88 0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND						
026-30000	BEGINNING BALANCE	18,412.00	18,412.00	0.00	0.00	-18,412.00 100.00 %
026-31145	RODEO ARENA FEES	2,300.00	2,300.00	0.00	0.00	-2,300.00 100.00 %
026-35100	INTEREST ON INVESTMENTS	30.00	30.00	0.00	149.62	119.62 498.73 %
026-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	127.78	127.78 0.00 %
026-39000	TRANSFER FROM GENERAL FUND	20,200.00	20,200.00	0.00	20,200.00	0.00 0.00 %
Department: 000 - BASIC OPERATIONS						
026-000-40000	SALARIES	16,000.00	16,000.00	0.00	4,174.14	11,825.86 73.91 %
026-000-40100	SOCIAL SECURITY	1,224.00	1,224.00	0.00	318.24	905.76 74.00 %
026-000-40110	RETIREMENT	988.00	988.00	0.00	0.00	988.00 100.00 %
026-000-40130	WORKERS' COMPENSATION	100.00	100.00	0.00	0.00	100.00 100.00 %
026-000-40140	UNEMPLOYMENT INSURANCE	100.00	100.00	0.00	0.00	100.00 100.00 %
026-000-42410	REPAIRS & MAINTENANCE	17,330.00	17,330.00	0.00	14,021.18	3,308.82 19.09 %
026-000-42510	UTILITIES	5,200.00	5,200.00	0.00	3,102.71	2,097.29 40.33 %
Department: 000 - BASIC OPERATIONS Total:		40,942.00	40,942.00	0.00	21,616.27	19,325.73 47.20 %
Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND Surplus (Deficit):		0.00	0.00	0.00	-1,138.87	-1,138.87 0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 028 - ECONOMIC DEVELOPMENT						
028-35100						
INTEREST ON INVESTMENTS	100.00	100.00	0.00	199.87	99.87	199.87 %
028-39000						
TRANSFER FROM GENERAL FUND	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00 %
Department: 000 - BASIC OPERATIONS						
028-000-42188						
ECONOMIC DEVELOPMENT PROJEC	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
028-000-42214						
TEXAS FOREST PARTNERSHIP	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
028-000-42499						
MISCELLANEOUS EXPENSE	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00 %
Department: 000 - BASIC OPERATIONS Total:	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00 %
Fund: 028 - ECONOMIC DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	10,699.87	10,699.87	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 029 - BENEVOLENCE FUND						
029-35104						
INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	5.01	5.01	0.00 %
029-39000						
TRANSFER FROM GENERAL	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00 %
Department: 000 - BASIC OPERATIONS						
029-000-42499						
MISCELLANEOUS EXPENSE	500.00	500.00	0.00	0.00	500.00	100.00 %
029-000-42684						
FLORALS	500.00	500.00	0.00	253.00	247.00	49.40 %
Department: 000 - BASIC OPERATIONS Total:	1,000.00	1,000.00	0.00	253.00	747.00	74.70 %
Fund: 029 - BENEVOLENCE FUND Surplus (Deficit):	0.00	0.00	0.00	752.01	752.01	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 030 - DIST CL'K STATE APPROP						
030-30000 BEGINNING BALANCE	48,492.00	48,492.00	0.00	0.00	-48,492.00	100.00 %
030-35100 INTEREST ON INVESTMENTS	100.00	100.00	0.00	178.22	78.22	178.22 %
Department: 000 - BASIC OPERATIONS						
030-000-43200 PURCHASE OF EQUIPMENT	2,592.00	2,592.00	0.00	0.00	2,592.00	100.00 %
030-000-48000 MISCELLANEOUS EXPENSE	46,000.00	46,000.00	0.00	0.00	46,000.00	100.00 %
Department: 000 - BASIC OPERATIONS Total:	48,592.00	48,592.00	0.00	0.00	48,592.00	100.00 %
Fund: 030 - DIST CL'K STATE APPROP Surplus (Deficit):	0.00	0.00	0.00	178.22	178.22	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 031 - COUNTY CLERK RMP							
031-30000	BEGINNING BALANCE	244,261.00	244,261.00	0.00	0.00	-244,261.00	100.00 %
031-31143	RECORD ARCHIVE FEES	0.00	50,000.00	0.00	32,530.50	-17,469.50	34.94 %
031-32134	DIGITIZED PRESERVATION FOR COU	0.00	1,500.00	0.00	974.00	-526.00	35.07 %
031-32524	COUNTY CLERK FEES (RMP)	50,000.00	50,000.00	0.00	31,383.50	-18,616.50	37.23 %
031-32539	CLERK RECORDS ARCHIVE FEES (AR	50,000.00	0.00	0.00	0.00	0.00	0.00 %
031-35100	INTEREST ON INVESTMENTS	600.00	600.00	0.00	1,235.62	635.62	205.94 %
031-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	1,533.29	1,533.29	0.00 %
Department: 000 - BASIC OPERATIONS							
031-000-40000	SALARIES	43,868.00	43,868.00	1,459.08	22,859.88	21,008.12	47.89 %
031-000-40030	SALARIES-ARCHIVE	13,268.00	13,268.00	0.00	0.00	13,268.00	100.00 %
031-000-40100	SOCIAL SECURITY	3,356.00	3,356.00	111.62	1,748.75	1,607.25	47.89 %
031-000-40110	RETIREMENT	3,023.00	3,023.00	98.94	1,340.48	1,682.52	55.66 %
031-000-40120	HOSPITALIZATION	8,600.00	8,600.00	0.00	0.00	8,600.00	100.00 %
031-000-40130	WORKERS' COMPENSATION	100.00	100.00	0.00	0.00	100.00	100.00 %
031-000-40140	UNEMPLOYMENT INSURANCE	100.00	100.00	4.96	77.71	22.29	22.29 %
031-000-42191	MISC. EXPENSE-RMP	105,000.00	105,000.00	0.00	5,567.58	99,432.42	94.70 %
031-000-42694	PRESERVATION-ARCHIVE	51,109.00	51,109.00	0.00	0.00	51,109.00	100.00 %
031-000-42695	PRESERVATION-RMP	56,437.00	56,437.00	0.00	0.00	56,437.00	100.00 %
031-000-42903	MISC. EXPENSE-ARCHIVE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
031-000-43200	PURCHASE OF EQUIPMENT	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
031-000-48009	DIGITIZED PRESERVATION FOR COU	0.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 000 - BASIC OPERATIONS Total:		344,861.00	346,361.00	1,674.60	31,594.40	314,766.60	90.88 %
Fund: 031 - COUNTY CLERK RMP Surplus (Deficit):		0.00	0.00	-1,674.60	36,062.51	36,062.51	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 036 - LIBRARY FUND							
036-32517	COUNTY CLERK FINES	2,500.00	2,500.00	0.00	1,880.00	-620.00	24.80 %
036-32522	DISTRICT CLERK FINES	5,000.00	5,000.00	0.00	3,700.00	-1,300.00	26.00 %
036-35100	INTEREST ON INVESTMENTS	100.00	100.00	0.00	247.82	147.82	247.82 %
036-39000	TRANSFER FROM GENERAL	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
Department: 000 - BASIC OPERATIONS							
036-000-48007	LIBRARY BOOKS & SUPPLIES	32,600.00	32,993.23	0.00	17,777.21	15,216.02	46.12 %
Department: 000 - BASIC OPERATIONS Total:		32,600.00	32,993.23	0.00	17,777.21	15,216.02	46.12 %
Fund: 036 - LIBRARY FUND	Surplus (Deficit):	0.00	-393.23	0.00	13,050.61	13,443.84	3,418.82 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 037 - T C COLLECTION CENTER						
037-35100 INTEREST ON INVESTMENTS	0.00	0.00	0.00	2,724.29	2,724.29	0.00 %
037-39200 SALE OF SCRAP METAL	0.00	0.00	0.00	106.60	106.60	0.00 %
Department: 496 - DEBT SERVICE						
037-496-49101 TRANSFER - CH RESTORATION	0.00	0.00	0.00	486,250.10	-486,250.10	0.00 %
Department: 496 - DEBT SERVICE Total:	0.00	0.00	0.00	486,250.10	-486,250.10	0.00 %
Fund: 037 - T C COLLECTION CENTER Surplus (Deficit):	0.00	0.00	0.00	-483,419.21	-483,419.21	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 043 - JAIL INTEREST & SINKING						
043-30000	BEGINNING BALANCE	100,000.00	100,000.00	0.00	0.00	-100,000.00 100.00 %
043-31020	DELINQUENT AD VALOREM	1,000.00	1,000.00	5.94	68.48	-931.52 93.15 %
043-35100	INTEREST ON INVESTMENTS	1,500.00	1,500.00	0.00	836.28	-663.72 44.25 %
043-35103	INTEREST TEX POOL INVESTMENTS	0.00	0.00	0.00	46.39	46.39 0.00 %
Department: 000 - BASIC OPERATIONS						
043-000-42410	REPAIRS & MAINTENANCE	100,000.00	100,000.00	0.00	23,447.67	76,552.33 76.55 %
043-000-43151	BUILDING PROJECTS	2,500.00	2,500.00	0.00	0.00	2,500.00 100.00 %
Department: 000 - BASIC OPERATIONS Total:		102,500.00	102,500.00	0.00	23,447.67	79,052.33 77.12 %
Fund: 043 - JAIL INTEREST & SINKING Surplus (Deficit):		0.00	0.00	5.94	-22,496.52	-22,496.52 0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 044 - COURTHOUSE SECURITY							
044-30000	BEGINNING BALANCE	3,276.00	3,276.00	0.00	0.00	-3,276.00	100.00 %
044-30403	ESTIMATED CARRYOVER	19,314.00	19,314.00	0.00	0.00	-19,314.00	100.00 %
044-32112	COURTHOUSE SECURITY FEES	18,000.00	18,000.00	17.34	6,091.71	-11,908.29	66.16 %
044-35100	INTEREST ON INVESTMENTS	200.00	200.00	0.00	206.79	6.79	103.40 %
044-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	0.08	0.08	0.00 %
044-39000	TRANSFER FROM GENERAL FUND	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 %
Department: 000 - BASIC OPERATIONS							
044-000-40000	COURTHOUSE SECURITY OFFICER	75,640.00	75,640.00	2,939.03	36,874.08	38,765.92	51.25 %
044-000-40001	COURT BAILIFF	0.00	0.00	0.00	157.50	-157.50	0.00 %
044-000-40100	SOCIAL SECURITY	5,787.00	5,787.00	216.08	2,795.27	2,991.73	51.70 %
044-000-40110	RETIREMENT	5,212.00	5,212.00	200.38	2,507.52	2,704.48	51.89 %
044-000-40120	HOSPITALIZATION	8,981.00	8,981.00	0.00	0.00	8,981.00	100.00 %
044-000-40140	UNEMPLOYMENT INSURANCE	170.00	170.00	2.72	25.11	144.89	85.23 %
044-000-42499	MISCELLANEOUS EXPENSE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
044-000-43200	PURCHASE OF EQUIPMENT	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
Department: 000 - BASIC OPERATIONS Total:		115,790.00	115,790.00	3,358.21	42,359.48	73,430.52	63.42 %
Fund: 044 - COURTHOUSE SECURITY Surplus (Deficit):		0.00	0.00	-3,340.87	38,939.10	38,939.10	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 076 - EMERGENCY OPERATIONS CENTER						
076-30000	BEGINNING BALANCE	44,424.00	44,424.00	0.00	0.00	-44,424.00 100.00 %
076-35100	INTEREST ON INVESTMENTS	200.00	200.00	0.00	504.18	304.18 252.09 %
076-37100	FEMA REIMBURSEMENTS	0.00	0.00	0.00	795.20	795.20 0.00 %
076-39000	TRANSFER FROM GENERAL FUND	162,808.00	162,808.00	0.00	162,808.00	0.00 0.00 %
Department: 000 - BASIC OPERATIONS						
076-000-40000	SALARIES	111,948.00	111,948.00	3,992.00	92,628.45	19,319.55 17.26 %
076-000-40100	SOCIAL SECURITY	8,565.00	8,565.00	300.43	6,987.93	1,577.07 18.41 %
076-000-40110	RETIREMENT	7,714.00	7,714.00	270.05	6,147.80	1,566.20 20.30 %
076-000-40120	HOSPITALIZATION	27,493.00	27,493.00	1,015.86	20,626.48	6,866.52 24.98 %
076-000-40130	WORKERS' COMPENSATION	206.00	206.00	0.00	0.00	206.00 100.00 %
076-000-40140	UNEMPLOYMENT INSURANCE	385.00	385.00	13.56	284.83	100.17 26.02 %
076-000-42100	OFFICE SUPPLIES	3,200.00	3,447.21	0.00	2,016.90	1,430.31 41.49 %
076-000-42102	EMERGENCY SUPPLIES/SIGNANGE	1,300.00	2,095.20	0.00	890.77	1,204.43 57.49 %
076-000-42150	UNIFORMS	1,721.00	1,721.00	0.00	202.05	1,518.95 88.26 %
076-000-42178	I.R.I.S. LICENSE	0.00	0.00	0.00	6,075.00	-6,075.00 0.00 %
076-000-42211	STANDBY FUEL	10,000.00	10,000.00	0.00	363.17	9,636.83 96.37 %
076-000-42351	SERVICE OF GENERATORS	3,900.00	3,900.00	0.00	589.03	3,310.97 84.90 %
076-000-42416	VEHICLE OPERATIONS/MAINTENAN	10,000.00	10,000.00	0.00	2,572.71	7,427.29 74.27 %
076-000-42500	TELEPHONE	4,000.00	4,000.00	0.00	2,237.10	1,762.90 44.07 %
076-000-42663	TRAINING & TRAVEL REIMB.	3,000.00	3,000.00	0.00	0.00	3,000.00 100.00 %
076-000-43200	PURCHASE OF EQUIPMENT	10,000.00	10,000.00	0.00	7,660.59	2,339.41 23.39 %
076-000-43901	STANDBY MAINTENANCE	4,000.00	4,000.00	0.00	178.25	3,821.75 95.54 %
Department: 000 - BASIC OPERATIONS Total:		207,432.00	208,474.41	5,591.90	149,461.06	59,013.35 28.31 %
Fund: 076 - EMERGENCY OPERATIONS CENTER Surplus (Deficit):		0.00	-1,042.41	-5,591.90	14,646.32	15,688.73 1,505.04 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 089 - TYLER COUNTY NUTRITION CENTER						
089-31140	LEASE INCOME	3,000.00	3,000.00	125.00	1,250.00	-1,750.00 58.33 %
089-32128	HALL RENTAL	1,500.00	1,500.00	0.00	0.00	-1,500.00 100.00 %
089-35100	INTEREST ON INVESTMENTS	200.00	200.00	0.00	257.66	57.66 128.83 %
089-35104	INTEREST TEXAS CLASS INVESTMEN	0.00	0.00	0.00	255.59	255.59 0.00 %
089-39000	TRANSFER FROM GENERAL FUND	58,500.00	58,500.00	0.00	10,000.00	-48,500.00 82.91 %
Department: 000 - BASIC OPERATIONS						
089-000-40050	PARTIME SALARIES	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
089-000-40100	SOCIAL SECURITY	153.00	153.00	0.00	0.00	153.00 100.00 %
089-000-40110	RETIREMENT	221.00	221.00	0.00	0.00	221.00 100.00 %
089-000-40130	WORKERS' COMPENSATION	50.00	50.00	0.00	0.00	50.00 100.00 %
089-000-40140	UNEMPLOYMENT INSURANCE	50.00	50.00	0.00	0.00	50.00 100.00 %
089-000-42204	SENIOR ACTIVITIES	1,500.00	1,500.00	0.00	167.40	1,332.60 88.84 %
089-000-42394	BUILDING INSURANCE	500.00	500.00	0.00	0.00	500.00 100.00 %
089-000-42410	REPAIRS & MAINTENANCE	14,000.00	14,000.00	0.00	11,057.00	2,943.00 21.02 %
089-000-42510	UTILITIES	29,726.00	29,726.00	0.00	23,458.55	6,267.45 21.08 %
089-000-43200	PURCHASE OF EQUIPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
Department: 000 - BASIC OPERATIONS Total:		63,200.00	63,200.00	0.00	34,682.95	28,517.05 45.12 %
Fund: 089 - TYLER COUNTY NUTRITION CENTER Surplus (Deficit):		0.00	0.00	125.00	-22,919.70	-22,919.70 0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - COURTHOUSE RESTORATION						
111-39000 TRANSFER FROM GENERAL FUND	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00 %
111-39022 TRANSFER FROM EMERGENCY DISA	0.00	0.00	0.00	836,775.85	836,775.85	0.00 %
111-39026 TRANSFER FROM COLLECTION CEN	0.00	0.00	0.00	486,250.10	486,250.10	0.00 %
Department: 000 - BASIC OPERATIONS						
111-000-42412 COURTHOUSE REHABILITATION EXP	500,000.00	500,000.00	0.00	333,596.37	166,403.63	33.28 %
111-000-48011 COURTHOUSE REMEDIATION EXPE	0.00	0.00	0.00	6,219.72	-6,219.72	0.00 %
Department: 000 - BASIC OPERATIONS Total:	500,000.00	500,000.00	0.00	339,816.09	160,183.91	32.04 %
Fund: 111 - COURTHOUSE RESTORATION Surplus (Deficit):	0.00	0.00	0.00	1,483,209.86	1,483,209.86	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 112 - LEGISLATIVE SERVICES						
112-39000 TRANSFER FROM GENERAL FUND	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00 %
Department: 000 - BASIC OPERATIONS						
112-000-48000 MISCELLANEOUS EXPENSE	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
Department: 000 - BASIC OPERATIONS Total:	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
Fund: 112 - LEGISLATIVE SERVICES Surplus (Deficit):	0.00	0.00	0.00	10,500.00	10,500.00	0.00 %
Report Surplus (Deficit):	56,453.00	27,319.74	-198,744.20	2,259,878.17	2,232,558.43	-8,171.96 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
010 - GENERAL FUND	56,453.00	30,076.13	-136,821.06	1,276,224.85	1,246,148.72
020 - GENERAL ROAD & BRIDGE	0.00	0.00	19,593.58	19,593.58	19,593.58
021 - ROAD & BRIDGE I	0.00	-100.00	-18,983.60	170,280.24	170,380.24
022 - ROAD & BRIDGE II	0.00	-862.60	-13,648.51	-63,303.74	-62,441.14
023 - ROAD & BRIDGE III	0.00	-358.15	-25,377.88	75,497.01	75,855.16
024 - ROAD & BRIDGE IV	0.00	0.00	-13,280.30	-281,534.09	-281,534.09
025 - TYLER CO AIRPORT	0.00	0.00	250.00	-14,943.88	-14,943.88
026 - TYLER CO. RODEO ARENA/F	0.00	0.00	0.00	-1,138.87	-1,138.87
028 - ECONOMIC DEVELOPMENT	0.00	0.00	0.00	10,699.87	10,699.87
029 - BENEVOLENCE FUND	0.00	0.00	0.00	752.01	752.01
030 - DIST CL'K STATE APPROP	0.00	0.00	0.00	178.22	178.22
031 - COUNTY CLERK RMP	0.00	0.00	-1,674.60	36,062.51	36,062.51
036 - LIBRARY FUND	0.00	-393.23	0.00	13,050.61	13,443.84
037 - T C COLLECTION CENTER	0.00	0.00	0.00	-483,419.21	-483,419.21
043 - JAIL INTEREST & SINKING	0.00	0.00	5.94	-22,496.52	-22,496.52
044 - COURTHOUSE SECURITY	0.00	0.00	-3,340.87	38,939.10	38,939.10
076 - EMERGENCY OPERATIONS C	0.00	-1,042.41	-5,591.90	14,646.32	15,688.73
089 - TYLER COUNTY NUTRITION I	0.00	0.00	125.00	-22,919.70	-22,919.70
111 - COURTHOUSE RESTORATIOI	0.00	0.00	0.00	1,483,209.86	1,483,209.86
112 - LEGISLATIVE SERVICES	0.00	0.00	0.00	10,500.00	10,500.00
Report Surplus (Deficit):	56,453.00	27,319.74	-198,744.20	2,259,878.17	2,232,558.43



**Tyler County
Auditor's Report
October 2020**



Pooled Cash Report

Tyler County, TX

Date Range: 10/01/2020 - 10/31/2020

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
010-10100	TREASURER'S CHECKING	2,530,501.06	(680,501.37)	1,849,999.69
011-10100	TREASURER'S CHECKING	0.00	0.00	0.00
020-10100	TREASURER'S CHECKING	0.00	0.00	0.00
021-10100	TREASURER'S CHECKING	402,834.67	(29,504.33)	373,330.34
022-10100	TREASURER'S CHECKING	165,950.49	(31,087.22)	134,863.27
023-10100	TREASURER'S CHECKING	289,771.05	(43,781.87)	245,989.18
024-10100	TREASURER'S CHECKING	(1,488.05)	177,756.32	176,268.27
025-10100	TREASURER'S CHECKING	6,951.53	(1,415.82)	5,535.71
026-10100	TREASURER'S CHECKING	32,342.24	(1,253.08)	31,089.16
028-10100	TREASURER'S CHECKING	55,222.13	22.00	55,244.13
029-10100	TREASURER'S CHECKING	2,214.84	0.00	2,214.84
030-10100	TREASURER'S CHECKING	49,239.01	19.62	49,258.63
031-10100	TREASURER'S CHECKING	350,398.09	5,101.20	355,499.29
032-10100	TREASURER'S CHECKING	1,512.32	0.60	1,512.92
033-10100	TREASURER'S CHECKING	0.00	0.00	0.00
034-10100	TREASURER'S CHECKING	3,087.26	131.28	3,218.54
036-10100	TREASURER'S CHECKING	63,820.62	(985.26)	62,835.36
037-10100	TREASURER'S CHECKING	806,250.10	(486,122.62)	320,127.48
039-10100	TREASURER'S CHECKING	0.00	0.00	0.00
041-10100	TREASURER'S CHECKING	44,962.29	1,628.55	46,590.84
042-10100	TREASURER'S CHECKING	(6,503.47)	(11,923.50)	(18,426.97)
044-10100	TREASURER'S CHECKING	50,300.47	(8,807.42)	41,493.05
045-10100	TREASURER'S CHECKING	73,453.00	298.19	73,751.19
046-10100	TREASURER'S CHECKING	4.00	0.00	4.00
047-10100	TREASURER'S CHECKING	72,245.44	28.78	72,274.22
048-10100	TREASURER'S CHECKING	390,878.82	(330,044.89)	60,833.93
049-10100	TREASURER'S CHECKING	15,417.42	50.40	15,467.82
050-10100	TREASURER'S CHECKING	1,558.58	(240.00)	1,318.58
051-10100	TREASURER'S CHECKING	125,980.66	50.19	126,030.85
052-10100	TREASURER'S CHECKING	32,281.04	12.86	32,293.90
053-10100	TREASURER'S CHECKING	119,404.35	(10,897.33)	108,507.02
054-10100	TREASURER'S CHECKING	74,237.40	(20,139.27)	54,098.13
055-10100	TREASURER'S CHECKING	0.07	0.00	0.07
056-10100	TREASURER'S CHECKING	793.69	(248.07)	545.62
057-10100	TREASURER'S CHECKING	0.40	0.00	0.40
058-10100	TREASURER'S CHECKING	0.00	0.00	0.00
059-10100	TREASURER'S CHECKING	4,996.35	(329.10)	4,667.25
060-10100	TREASURER'S CHECKING	0.00	0.00	0.00
061-10100	TREASURER'S CHECKING	41,598.09	61.48	41,659.57
062-10100	TREASURER'S CHECKING	0.00	0.00	0.00
063-10100	TREASURER'S CHECKING	45.68	0.00	45.68
064-10100	TREASURER'S CHECKING	0.20	0.00	0.20
065-10100	TREASURER'S CHECKING	0.00	0.00	0.00
066-10100	TREASURER'S CHECKING	0.57	0.00	0.57
067-10100	TREASURER'S CHECKING	13,531.57	(464.46)	13,067.11
068-10100	TREASURER'S CHECKING	17,739.41	(133.14)	17,606.27
069-10100	TREASURER'S CHECKING	200.91	(10.12)	190.79
070-10100	TREASURER'S CHECKING	57,255.08	(5,648.78)	51,606.30
071-10100	TREASURER'S CHECKING	20.11	(1.01)	19.10
072-10100	TREASURER'S CHECKING	200.02	0.08	200.10
073-10100	TREASURER'S CHECKING	51,477.85	(127.94)	51,349.91
074-10100	TREASURER'S CHECKING	9,907.60	3.95	9,911.55
075-10100	TREASURER'S CHECKING	103.71	(1.01)	102.70

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
076-10100	TREASURER'S CHECKING	181,805.54	(11,735.94)	170,069.60	
077-10100	TREASURER'S CHECKING	39,304.24	28.16	39,332.40	
078-10100	TREASURER'S CHECKING	13,902.54	(3,871.58)	10,030.96	
079-10100	TREASURER'S CHECKING	4,684.97	621.84	5,306.81	
080-10100	TREASURER'S CHECKING	2,280.44	(675.58)	1,604.86	
081-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
082-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
083-10100	TREASURER'S CHECKING	1,325.62	(128.42)	1,197.20	
084-10100	TREASURER'S CHECKING	670.00	0.00	670.00	
085-10100	TREASURER'S CHECKING	112,057.88	1,199.09	113,256.97	
086-10100	TREASURER'S CHECKING	5,298.26	(173.02)	5,125.24	
088-10100	TREASURER'S CHECKING	35,922.12	14.31	35,936.43	
089-10100	TREASURER'S CHECKING	67,442.51	(15,073.43)	52,369.08	
090-10100	TREASURER'S CHECKING	5,386.60	(518.74)	4,867.86	
091-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
094-10100	TREASURER'S CHECKING	3,414.96	(94.77)	3,320.19	
095-10100	TREASURER'S CHECKING	5,241.96	(42.93)	5,199.03	
096-10100	TREASURER'S CHECKING	7,557.24	3.01	7,560.25	
097-10100	TREASURER'S CHECKING	81,593.26	1,788.63	83,381.89	
098-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
099-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
100-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
101-10100	TREASURER'S CHECKING	24,182.61	149.69	24,332.30	
103-10100	TREASURER'S CHECKING	30,049.44	240.06	30,289.50	
104-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
105-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
109-10100	TREASURER'S CHECKING	0.00	0.00	0.00	
110-10100	TREASURER'S CHECKING	54.65	(2.38)	52.27	
111-10100	TREASURER'S CHECKING	254,134.14	1,323,025.95	1,577,160.09	
112-10100	TREASURER'S CHECKING	47,664.16	0.00	47,664.16	
113-10100	TREASURER'S CHECKING	53,762.46	(163.63)	53,598.83	
TOTAL CLAIM ON CASH		<u>6,928,434.27</u>	<u>(183,911.79)</u>	<u>6,744,522.48</u>	
CASH IN BANK					
Cash in Bank					
999-10100	Treasurer's Checking	6,928,434.27	(183,911.79)	6,744,522.48	
TOTAL: Cash in Bank		<u>6,928,434.27</u>	<u>(183,911.79)</u>	<u>6,744,522.48</u>	
TOTAL CASH IN BANK		<u>6,928,434.27</u>	<u>(183,911.79)</u>	<u>6,744,522.48</u>	
DUE TO OTHER FUNDS					
999-29999	Due To Other Funds	6,928,434.27	(183,911.79)	6,744,522.48	
TOTAL DUE TO OTHER FUNDS		<u>6,928,434.27</u>	<u>(183,911.79)</u>	<u>6,744,522.48</u>	
Claim on Cash					
Claim on Cash	6,744,522.48	Claim on Cash	6,744,522.48	Cash in Bank	6,744,522.48
Cash in Bank					
Cash in Bank	6,744,522.48	Due To Other Funds	6,744,522.48	Due To Other Funds	6,744,522.48
Difference					
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
010-21010	Accounts Payable Pending	50,513.93	(565.13)	49,948.80
011-21010	Accounts Payable Pending	0.00	0.00	0.00
012-21010	Accounts Payable Pending	0.00	0.00	0.00
016-21010	Accounts Payable Pending	0.00	0.00	0.00
020-21010	Accounts Payable Pending	0.00	0.00	0.00
021-21010	Accounts Payable Pending	7,036.15	0.77	7,036.92
022-21010	Accounts Payable Pending	3,989.20	(166.48)	3,822.72
023-21010	Accounts Payable Pending	9,269.19	(89.46)	9,179.73
024-21010	Accounts Payable Pending	7,276.14	(577.66)	6,698.48
025-21010	Accounts Payable Pending	15.30	(14.28)	1.02
026-21010	Accounts Payable Pending	10.74	(10.74)	0.00
028-21010	Accounts Payable Pending	0.00	0.00	0.00
029-21010	Accounts Payable Pending	0.00	0.00	0.00
030-21010	Accounts Payable Pending	0.00	0.00	0.00
031-21010	Accounts Payable Pending	31.86	(23.33)	8.53
032-21010	Accounts Payable Pending	0.00	0.00	0.00
033-21010	Accounts Payable Pending	0.00	0.00	0.00
034-21010	Accounts Payable Pending	0.00	0.00	0.00
036-21010	Accounts Payable Pending	0.00	0.00	0.00
037-21010	Accounts Payable Pending	0.00	0.00	0.00
038-21010	Accounts Payable Pending	0.00	0.00	0.00
039-21010	Accounts Payable Pending	0.00	0.00	0.00
041-21010	Accounts Payable Pending	0.00	0.00	0.00
042-21010	Accounts Payable Pending	0.00	0.00	0.00
043-21010	Accounts Payable Pending	0.00	0.00	0.00
044-21010	Accounts Payable Pending	0.00	669.01	669.01
045-21010	Accounts Payable Pending	0.00	0.00	0.00
046-21010	Accounts Payable Pending	0.00	0.00	0.00
047-21010	Accounts Payable Pending	0.00	0.00	0.00
048-21010	Accounts Payable Pending	0.00	0.00	0.00
049-21010	Accounts Payable Pending	0.00	0.00	0.00
050-21010	Accounts Payable Pending	0.00	0.00	0.00
051-21010	Accounts Payable Pending	0.00	0.00	0.00
052-21010	Accounts Payable Pending	0.00	0.00	0.00
053-21010	Accounts Payable Pending	251.49	(142.05)	109.44
054-21010	Accounts Payable Pending	2,856.19	(82.29)	2,773.90
055-21010	Accounts Payable Pending	0.00	0.00	0.00
056-21010	Accounts Payable Pending	0.00	0.00	0.00
057-21010	Accounts Payable Pending	0.00	0.00	0.00
058-21010	Accounts Payable Pending	0.00	0.00	0.00
059-21010	Accounts Payable Pending	0.00	0.00	0.00
060-21010	Accounts Payable Pending	0.00	0.00	0.00
061-21010	Accounts Payable Pending	0.00	0.00	0.00
062-21010	Accounts Payable Pending	0.00	0.00	0.00
063-21010	Accounts Payable Pending	0.00	0.00	0.00
064-21010	Accounts Payable Pending	0.00	0.00	0.00
065-21010	Accounts Payable Pending	0.00	0.00	0.00
066-21010	Accounts Payable Pending	0.00	0.00	0.00
067-21010	Accounts Payable Pending	0.00	0.00	0.00
068-21010	Accounts Payable Pending	0.00	0.00	0.00
069-21010	Accounts Payable Pending	0.00	0.00	0.00
070-21010	Accounts Payable Pending	0.00	0.00	0.00
071-21010	Accounts Payable Pending	0.00	0.00	0.00
072-21010	Accounts Payable Pending	0.00	0.00	0.00
073-21010	Accounts Payable Pending	0.00	0.00	0.00
074-21010	Accounts Payable Pending	0.00	0.00	0.00
075-21010	Accounts Payable Pending	0.00	0.00	0.00
076-21010	Accounts Payable Pending	2,337.15	12.07	2,349.22
077-21010	Accounts Payable Pending	0.00	0.00	0.00
078-21010	Accounts Payable Pending	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
079-21010	Accounts Payable Pending	0.00	0.00	0.00	
080-21010	Accounts Payable Pending	0.00	0.00	0.00	
081-21010	Accounts Payable Pending	0.00	0.00	0.00	
082-21010	Accounts Payable Pending	0.00	0.00	0.00	
083-21010	Accounts Payable Pending	0.00	0.00	0.00	
084-21010	Accounts Payable Pending	0.00	0.00	0.00	
085-21010	Accounts Payable Pending	0.00	0.00	0.00	
086-21010	Accounts Payable Pending	0.00	0.00	0.00	
088-21010	Accounts Payable Pending	0.00	0.00	0.00	
089-21010	Accounts Payable Pending	0.00	0.00	0.00	
090-21010	Accounts Payable Pending	0.00	0.00	0.00	
091-21010	Accounts Payable Pending	0.00	0.00	0.00	
093-21010	Accounts Payable Pending	0.00	0.00	0.00	
094-21010	Accounts Payable Pending	0.00	0.00	0.00	
095-21010	Accounts Payable Pending	0.00	0.00	0.00	
096-21010	Accounts Payable Pending	0.00	0.00	0.00	
097-21010	Accounts Payable Pending	0.00	0.76	0.76	
098-21010	Accounts Payable Pending	0.00	0.00	0.00	
099-21010	Accounts Payable Pending	0.00	0.00	0.00	
100-21010	Accounts Payable Pending	0.00	0.00	0.00	
101-21010	Accounts Payable Pending	0.00	0.00	0.00	
103-21010	Accounts Payable Pending	0.00	0.00	0.00	
104-21010	Accounts Payable Pending	0.00	0.00	0.00	
105-21010	Accounts Payable Pending	0.00	0.00	0.00	
107-21010	Accounts Payable Pending	0.00	0.00	0.00	
108-21010	Accounts Payable Pending	0.00	0.00	0.00	
109-21010	Accounts Payable Pending	0.00	0.00	0.00	
110-21010	Accounts Payable Pending	0.00	0.00	0.00	
111-21010	Accounts Payable Pending	0.00	0.00	0.00	
112-21010	Accounts Payable Pending	0.00	0.00	0.00	
113-21010	Accounts Payable Pending	0.00	0.00	0.00	
TOTAL ACCOUNTS PAYABLE PENDING		<u>83,587.34</u>	<u>(988.81)</u>	<u>82,598.53</u>	
<u>DUE FROM OTHER FUNDS</u>					
999-11000	Due From Other Funds	<u>83,587.34</u>	<u>(988.81)</u>	<u>82,598.53</u>	
TOTAL DUE FROM OTHER FUNDS		<u>83,587.34</u>	<u>(988.81)</u>	<u>82,598.53</u>	
<u>ACCOUNTS PAYABLE</u>					
999-21010	Accounts Payable Pending	<u>83,587.34</u>	<u>(988.81)</u>	<u>82,598.53</u>	
TOTAL ACCOUNTS PAYABLE		<u>83,587.34</u>	<u>(988.81)</u>	<u>82,598.53</u>	
AP Pending	82,598.53	AP Pending	82,598.53	Due From Other Funds	82,598.53
Due From Other Funds	<u>82,598.53</u>	Accounts Payable	<u>82,598.53</u>	Accounts Payable	<u>82,598.53</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>



Tyler County, TX Cash Position Report

Tyler County, TX

Date Range: 10/1/2020 - 10/31/2020

<u>Fund</u>	<u>Beginning Cash Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Ending Cash Balance</u>
010: GENERAL FUND	2,530,501.06	315,710.78	996,212.15	1,849,999.69
011: ADVALOREM TAXES CLEARING	0.00	0.00	0.00	0.00
015: U. S. MARSHALL PRISONER REFU	0.00	0.00	0.00	0.00
020: GENERAL ROAD & BRIDGE	0.00	48,211.23	48,211.23	0.00
021: ROAD & BRIDGE I	402,834.67	12,359.16	41,863.49	373,330.34
022: ROAD & BRIDGE II	165,950.49	9,766.28	40,853.50	134,863.27
023: ROAD & BRIDGE III	289,771.05	15,694.25	59,476.12	245,989.18
024: ROAD & BRIDGE IV	(1,488.05)	261,218.73	83,462.41	176,268.27
025: TYLER CO AIRPORT	6,951.53	2.20	1,418.02	5,535.71
026: TYLER CO. RODEO ARENA/FAIRG	32,342.24	12.38	1,265.46	31,089.16
027: TDHCA OWNER OCCUPIED HOME	0.00	0.00	0.00	0.00
028: ECONOMIC DEVELOPMENT	55,222.13	22.00	0.00	55,244.13
029: BENEVOLENCE FUND	2,214.84	0.00	0.00	2,214.84
030: DIST CL'K STATE APPROP	49,239.01	19.62	0.00	49,258.63
031: COUNTY CLERK RMP	350,398.09	8,001.57	2,900.37	355,499.29
032: C D A FORFEITURE	1,512.32	0.60	0.00	1,512.92
033: SHERIFF FORFEITURE	0.00	0.00	0.00	0.00
034: DISTRICT CLERK RMP	3,087.26	131.28	0.00	3,218.54
035: TEMPLE FOUND/ARE YOU O K GR	0.00	0.00	0.00	0.00
036: LIBRARY FUND	63,820.62	585.02	1,570.28	62,835.36
037: T C COLLECTION CENTER	806,250.10	127.48	486,250.10	320,127.48
038: VIOLENCE AGAINSTWOMEN SPEC	0.00	0.00	0.00	0.00
039: TXCDBG SMALL BUSINESS LOAN	0.00	0.00	0.00	0.00
040: TXCDBG WATER IMPROVEMENTS	0.00	0.00	0.00	0.00
041: PEACE OFFICER SERVICE FEES	44,962.29	1,628.55	0.00	46,590.84
042: HAVA GRANT/CARES ACT	(6,503.47)	0.00	11,923.50	(18,426.97)
043: JAIL INTEREST & SINKING	0.00	0.00	0.00	0.00
044: COURTHOUSE SECURITY	50,300.47	578.39	9,385.81	41,493.05
045: COUNTY-RMP	73,453.00	298.19	0.00	73,751.19
046: STATE-CRIME STOPPERS	4.00	0.00	0.00	4.00
047: COUNTY-WIDE RIGHT-OF-WAY FL	72,245.44	28.78	0.00	72,274.22
048: EMERGENCY DISASTER RELIEF	390,878.82	600,061.05	930,105.94	60,833.93
049: C D A TRUST	15,417.42	50.40	0.00	15,467.82
050: C D A FEES	1,558.58	0.00	240.00	1,318.58
051: CDA STATE APPROPRIATIONS FU	125,980.66	50.19	0.00	126,030.85
052: ALTERNATE DISPUTE RESOLUTIC	32,281.04	12.86	0.00	32,293.90
053: ADULT PROBATION	119,404.35	10,893.82	21,791.15	108,507.02
054: JUVENILE PROBATION	74,237.40	2,362.89	22,502.16	54,098.13
055: STATE-CRIM JUSTICE PLANNING	0.07	0.00	0.00	0.07
056: STATE-JUDICIAL EDUCATION	793.69	35.00	283.07	545.62
057: STATE-LEOCE	0.40	0.00	0.00	0.40
058: STATE-JUVENILE DIVERSION	0.00	0.00	0.00	0.00

Fund	Beginning Cash Balance	Receipts	Disbursements	Ending Cash Balance
059: STATE-CVC	4,996.35	166.06	495.16	4,667.25
060: STATE-OCLF INSURANCE	0.00	0.00	0.00	0.00
061: STATE-DPS ARREST FEE	41,598.09	222.66	161.18	41,659.57
062: STATE-COMP REHABILITAT'N	0.00	0.00	0.00	0.00
063: STATE-GENERAL REVENUE	45.68	0.00	0.00	45.68
064: STATE-LAW ENFORCEMENT MGT	0.20	0.00	0.00	0.20
065: STATE-BREATH ALCOHOL TEST	0.00	0.00	0.00	0.00
066: STATE-LEOA	0.57	0.00	0.00	0.57
067: STATE-TLFTA	13,531.57	107.49	571.95	13,067.11
068: STATE-TIME PAYMENT	17,739.41	93.36	226.50	17,606.27
069: STATE-FUGITIVE APPREHENSION	200.91	0.08	10.20	190.79
070: STATE-CONSOLIDATED COURT C	57,255.08	4,415.39	10,064.17	51,606.30
071: STATE-JUVENILE CRIME & DELINC	20.11	0.00	1.01	19.10
072: TYLER COUNTY SEACH & RESCUI	200.02	0.08	0.00	200.10
073: JUSTICE COURT TECHNOLOGY FI	51,477.85	32.08	160.02	51,349.91
074: HOMELAND SECURITY	9,907.60	3.95	0.00	9,911.55
075: STATE - CORR MGT INST TX/CRIM	103.71	0.00	1.01	102.70
076: EMERGENCY OPERATIONS CENT	181,805.54	862.93	12,598.87	170,069.60
077: STATE-CHILD SAFETY SEAT & SE	39,304.24	28.16	0.00	39,332.40
078: STATE-TRAFFIC FEE	13,902.54	1,693.42	5,565.00	10,030.96
079: STATE-BAIL BOND FEE	4,684.97	1,202.34	580.50	5,306.81
080: STATE-EMS TRAUMA FUND	2,280.44	18.64	694.22	1,604.86
081: STATE-SEXUAL ASSAULT PROGR	0.00	0.00	0.00	0.00
082: STATE-SUBSTANCE ABUSE FELO	0.00	0.00	0.00	0.00
083: STATE-DNA TESTING FEE	1,325.62	21.58	150.00	1,197.20
084: STATE-CHILD ABUSE PREVENTIO	670.00	0.00	0.00	670.00
085: STATE-JUDICIAL SUPPORT FEES	112,057.88	1,469.14	270.05	113,256.97
086: STATE - JURY REIMBURSEMENT F	5,298.26	15.40	188.42	5,125.24
088: TJPC-TITLE IVE FUND	35,922.12	14.31	0.00	35,936.43
089: TYLER COUNTY NUTRITION CENT	67,442.51	20.85	15,094.28	52,369.08
090: STATE-SPECIALTY COURT PROGI	5,386.60	17.79	536.53	4,867.86
091: TXCDBG DISASTER RECOVERY P	0.00	0.00	0.00	0.00
092: '07 TXCDBG FLOOD DISASTER PR	0.00	0.00	0.00	0.00
094: STATE - INDIGENT DEFENSE FUN	3,414.96	12.00	106.77	3,320.19
095: STATE- APPELLATE JUDICIAL FUN	5,241.96	142.07	185.00	5,199.03
096: CHILD WELFARE BOARD FUND	7,557.24	3.01	0.00	7,560.25
097: CHILD SAFETY FUND	81,593.26	2,045.20	256.57	83,381.89
098: TC DISASTER PROJECT ROUND II	0.00	0.00	0.00	0.00
099: TYLER COUNTY JUSTICE GRANT	0.00	0.00	0.00	0.00
100: DETCOG SOCIAL SERVICES BLOC	0.00	0.00	0.00	0.00
101: SUPPLEMENT COURT QUARDIANI	24,182.61	149.69	0.00	24,332.30
103: DISTRICT COURT CRIMINAL TECH	30,049.44	240.06	0.00	30,289.50
104: TXCDBG DRS 10191GRANT	0.00	0.00	0.00	0.00
105: ED BYRNES MEMORIAL JAG GRAI	0.00	0.00	0.00	0.00
107: TXCDBG DRS 220191 GRANT	0.00	0.00	0.00	0.00
108: TX CDBG SENIOR CITIZEN PROJE	0.00	0.00	0.00	0.00
109: DETCOG COMMUNICATIONS GRA	0.00	0.00	0.00	0.00

Fund	Beginning Cash Balance	Receipts	Disbursements	Ending Cash Balance
110: STATE MOVING VIOLATION FEES	54.65	0.20	2.58	52.27
111: COURTHOUSE RESTORATION	254,134.14	1,323,025.95	0.00	1,577,160.09
112: LEGISLATIVE SERVICES	47,664.16	0.00	0.00	47,664.16
113: CIVIL FEES - ADULT PROBATION	53,762.46	186.37	350.00	53,598.83
Total	6,928,434.27	2,624,072.96	2,807,984.75	6,744,522.48

**TYLER COUNTY
JUSTICE OF PEACE, PRECINT # 1
TRISHER FORD
MONTHLY REPORT FOR OCTOBER 2020**

RECEIPTS:			
TOTAL WEEKLY DEPOSIT			\$ 5578.03
BREAK-DOWN OF RECEIPTS			
COUNTY SHARE OF FINES			\$ 2168.34
SMALL CLAIMS/DEBIT CLAIMS/EVICTIONS /REPAIR & REMEDY			\$ 425.00
DEFENSIVE DRIVING- DSC FEES			\$
MISCELLANEOUS FILE (WRIT'S , ABSTRACT, COPIES, JUDGMENTS)			\$ 5.00
TOTAL OF ABOVE FOR GENERAL FUND		010-32501	\$ 2598.34
CHILD SAFETY SEAT – CSS	(CSS-CH SFTY SEAT)	077-32505	\$
CHILD SEAT BELT- CBELT	(CSB-CH SEAT BELT)	077-32505	\$
SEAT BELT- SBELT	(SB-SEAT BELT)	077-32505	\$
OVER PAYMENT-	(OVERPMT JP)	010-32501	\$
PARKS & WILDLIFE - P&W	(P&W JP)	010-32501	\$
PRIVATE COLLECTION FEES- PC30	(PC30 JP)	010-32501	\$ 521.32
TRAFFIC- TFC	(TFC-TRAFFIC)	010-32501	\$ 38.10
COUNTY ARREST FEE- COAF	(COAF CO ARREST FEE)	010-32501	\$ 16.91
STATE ARREST FEE- STAF	(STAF-ST ARREST FEE)	061-32500	\$ 68.49
CHILD SAFETY	(CS)	063-32509	\$
MOVING VIOLATION FEE - MVF	(MVP)	110-32500	\$.33
JURY REIMBURSEMENT FEE - JRF	(JRF-JURY REIMB)	086-32500	\$ 16.66
TRUANCY PREVENTION & DIVERSION - TPDF	(TPD JP)	010-32534	\$ 8.25
CONSOLIDATED COURT COST – CCC	(CCC JP)	070-32500	\$ 166.51
STATE CONSOLIDATED COURT COSTS - SCCC	(SCCC)	070-32548	\$ 801.01
LOCAL CONSOLIDATED COURT COSTS – LCCC	(LOCAL CCC)	070-32545	\$ 180.88
COURTHOUSE SECURITY - CHS	(CHS JP)	044-32112	\$ 16.66
TIME PAYMENT - TP	(TP TIME PMTS)	068-32500	\$
NEW TIME PAYMENT – NTP20	(NTP20)	068-32547	\$
INDIGENT LEGAL STATE FEE FOR CIVIL - SFF	(IND LSF CIVIL-SFF)	059-32506	\$ 102.00
JUSTICE COURT TECHNOLOGY FUND - JPTEC	(JP TEC)	073-32500	\$ 16.66
OMNI FLTA PROGRAM – FTLA	(OMNI FTLA/FLTA)	067-32509	\$ 111.12
NEW FTLA OMNI – FTLA	(NFTLA)	067-32546	\$ 45.60
JUDICIAL & COURT PERSONNEL TRA- JCPT (&CPT)	(JCPT JP)	059-32506	\$ 85.00
STATE TRAFFIC FEE - STF	(STF ST TRAFF FEE)	078-32500	\$ 104.03
NEW STATE TRAFFIC FEE – NSTF	(NSTF)	078-32509	\$ 476.85
JUDICIARY SUPPORT FEE - JSF	(JSF-JP)	085-32500	\$ 24.98
INDIGENT DEFENSE FEE - IDF	(IDF IND DEF FEE)	094-32500	\$ 8.33
JUSTICE OF PEACE E FILING FEE – EFILE	(E-FILE JP)	010-32533	\$ 170.00
JUDICIAL COURT PERSONNEL TRAINING FEE- CJCPT	(CJCPT)	010-32543	\$
TOTAL RECEIPTS			\$ 5578.03


 JUSTICE OF PEACE, PCT 1, TYLER COUNTY, TEXAS



COUNTY OF TYLER

PRECINCT NO. 1

ANNUAL ROAD REPORT

Pursuant to Transportation Code Section 251.005, this Annual Road Report provides information on the condition of each road, culvert, and bridge in the County by Precinct along with costs associated with maintaining existing roads, culvert, and bridges. Furthermore, suggestions are included where new roads may be needed. This report covers the County roads activity for the period of August, 2019 through October, 2020.

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
(These can be listed separate on another page if additional space is needed.)
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: _____
(see attached).
3. Number of traffic control devices in the precinct defaced or torn down: (see attached).
4. Any new road that should be opened in the precinct: (see attached).
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: (see attached).

Submitted by the undersigned on the _____ day of October, 2020.

A handwritten signature in black ink that reads "Martin Nash".

(Commissioners Signature)

Commissioner, Precinct NO. 1

Martin Nash

(Commissioners Printed Name)

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____, 2020

Notary Public

Commissioner Expires: _____

TYLER COU		ANNUAL ROAD REPORT - ALTERNATE FORM				PRECINCT NO. 1		
PRECINCT no. 1								
Date: 2020								
List of county roads by Name/Number & mileage	Road condition rank on scale or 1=poor 5=Excellent	Casuse of Degradation	Number of culverts needing repaired or replaced	Bridges in need of repair or replacement	Control devices (signs,lights,needing repair or replacement	New roads needed for opening	Cost of improvement identified in report for specific road	Usual Costs of maintenance in coming year for specific road
CR 1040	0.727	2 truck traffic	0			1 0	\$74,154.00	\$3,323.23
CR 1044	0.105	4 truck traffic	0			0 0		\$479.97
CR 1046	0.115	4 truck traffic	0			0 0		\$525.67
CR 1050	1.431	3 weather	0			1 0	\$123,981.00	\$6,541.32
CR 1060	0.359	3 weather	0			0 0	\$9,154.50	\$1,641.03
CR 1065	0.31	3 weather	0			0 0	\$7,905.00	\$1,417.07
CR 1125	1.896	2 truck traffic	2			2 0	\$147,696.00	\$8,666.91
CR 1130	0.67	3 truck traffic	1			0 0	\$16,830.00	\$3,062.67
CR 1135	0.419	3 truck traffic	1			0 0	\$10,684.50	\$1,915.31
CR 1150	4.397	2 truck traffic	2			1 0	\$224,247.00	\$20,099.38
CR 1152	1.171	3 truck traffic	0			0 0	\$29,860.00	\$5,352.82
CR 1170	3.458	3 truck traffic	1			0 0	\$176,358.00	\$15,807.07
CR 1205	0.927	4 truck traffic	0			1 0		\$4,237.45
CR 1220	2.943	3 truck traffic	0			1 0	\$150,093.00	\$13,452.92
CR 1221	0.096	2 weather	0			0 0	\$4,896.00	\$438.82
CR 1222	0.108	2 weather	0			0 0	\$5,508.00	\$494.13
CR 1230	0.191	4 weather	0			0 0		\$166.65
CR 1231	0.066	2 weather	0			0 0	\$1,683.00	\$301.69
CR 1240	0.742	3 truck traffic	1			0 0	\$18,921.00	\$3,391.79
CR 1245	0.217	2 truck traffic	1			0 0	\$11,067.00	\$991.93
CR 1250	0.602	3 truck traffic	0			0 0	\$15,351.00	\$2,751.83
CR 1270	1.116	3 truck traffic	0			0 0	\$56,916.00	\$5,101.40
CR 1300	0.822	3 truck traffic	0			0 0	\$41,922.00	\$3,756.97
CR 1308	0.289	3 truck traffic	0			0 0	\$14,739.00	\$1,321.06

CR 1324	0.122	2	weather	0		0	0	\$3,111.00	\$557.67
CR 1325	8.287	3	truck traffic	2		0	0	\$311,610.00	\$37,881.19
CR 1327	0.132	3	truck traffic	1		0	0	\$3,366.00	\$603.39
CR 1340	0.626	4	weather	0		0	0		\$2,861.53
CR 1360	0.83	3	truck traffic	1		0	0	\$42,330.00	\$3,794.05
CR 1375	0.792	3	truck traffic	0		0	0	\$20,196.00	\$3,620.35
CR 1400	0.465	2	truck traffic	0		0	0	\$33,915.00	\$2,125.58
CR 1410	0.171	3	weather	0		0	0	\$4,335.00	\$781.66
CR 1420	1.248	3	truck traffic	0		0	0	\$31,824.00	\$5,704.80
CR 1425	0.554	2	truck traffic	0		0	0	\$14,127.00	\$2,532.41
CR 1450	6.604	3	truck traffic	1		0	0	\$81,600.00	\$30,187.94
CR 1458	0.186	2	truck traffic	0		0	0	\$4,743.00	\$850.23
CR 1500	0.248	3	truck traffic	0		0	0	\$24,480.00	\$1,133.63
CR 1510	0.16	4	truck traffic	0		0	0		\$731.38
CR 1515	0.31	3	truck traffic	0		0	0	\$31,620.00	\$1,417.05
CR 1520	2.538	2	truck traffic	2		0	0	\$258,060.00	\$11,601.60
CR 1525	0.116	4	truck traffic	0		0	0		\$530.24
CR 1535	0.411	2	weather	0		0	0	\$10,480.50	\$1,878.73
CR 1550	2.47	2	truck traffic	2		0	0	\$251,940.00	\$11,290.75
CR 1551	0.203	4	weather	0		0	0		\$927.95
CR 1552	0.262	3	weather	1		0	0	\$6,681.00	\$1,197.64
CR 1555	0.116	3	truck traffic	0		0	0	\$2,958.00	\$530.25
CR 1600	2.706	3	truck traffic	0		0	0	\$198,900.00	\$12,369.56
CR 1615	1.744	2	truck traffic	1		0	0	44,472.00	\$7,972.09
CR 1625	0.156	4	truck traffic	2		0	0		\$713.09
CR 1700	3.677	2	truck traffic	0		0	0	\$153,000.00	\$16,808.15
CR 1705	0.478	2	truck traffic	2		0	0	\$12,189.00	\$2,185.01
CR 1800	0.413	3	truck traffic	0		0	0	\$10,531.50	\$1,887.88
CR 1815	0.357	3	truck traffic	1		0	0	\$9,103.50	\$1,631.89
CR 1840	0.6	2	truck traffic	1		0	0	\$15,300.00	\$2,742.68
CR 1860	0.861	2	truck traffic	0		0	0	\$86,002.00	\$3,935.76
CR 1875	4.024	1	truck traffic	1		0	0	\$102,612.00	\$18,394.34
CR 1890	0.813	1	truck traffic	0		0	0	\$20,731.50	\$3,716.34
CR 1900	0.183	3	truck traffic	1		0	0	\$4,666.50	\$836.51

CR 1910	0.801	2	truck traffic	1	0	0	\$20,425.50	\$2,932.85
CR 1915	0.47	3	truck traffic	2	0	0	\$11,985.00	\$214.51
CR 1920	0.851	2	truck traffic	2	0	0	\$21,700.50	\$3,890.05
CR 4250	1.62	4	truck traffic	0	0	0		\$7,405.27
CR 4252	0.485	2	truck traffic	1	0	0	\$12,367.50	\$2,217.01
CR 4259	1.783	2	truck traffic	1	0	0	\$45,466.50	\$8,150.37
CR 4260	6.542	4	truck traffic	0	0	0	\$533,827.20	\$29,904.52
CR 4262	0.386	2	truck traffic	0	0	0	\$49,372.00	\$1,764.46
CR 4264	0.46	3	truck traffic	1	0	0	\$46,920.00	\$2,102.73
CR 4265	0.556	3	truck traffic	0	0	0	\$56,712.00	\$2,541.56
CR 4266	1.394	2	truck traffic	0	0	0	\$142,188.00	\$6,372.19
CR 4267	0.091	2	truck traffic	0	0	0	\$2,320.50	\$415.96
CR 4268	0.45	2	truck traffic	1	0	0	\$45,900.00	\$2,057.01
CR 4270	0.65	3	truck traffic	0	0	0	\$66,300.00	\$2,971.24
CR 4273	0.092	2	truck traffic	0	0	0	\$9,384.00	\$412.31
CR 4274	0.093	2	weather	0	0	0	\$9,486.00	\$425.11
CR 4276	0.226	2	truck traffic	1	0	0	\$23,052.00	\$1,033.07
CR 4279	0.806	2	truck traffic	1	0	0	\$20,553.00	\$3,684.35
CR 4280	3.511	4	truck traffic	0	0	0		\$16,049.34
CR 4288	0.066	3	truck traffic	0	0	0	\$6,732.00	\$301.69
CR 4289	0.183	3	weather	0	0	0	\$4,666.50	\$836.51
CR 4290	0.164	2	weather	0	0	0	\$4,182.00	\$749.67
CR 4300	7.513	2	truck traffic	0	0	0	\$191,581.50	\$34,343.12
CR 4450	0.626	3	truck traffic	0	0	0	\$63,852.00	\$2,861.53
CR 4451	0.284	3	truck traffic	0	0	0	\$28,968.00	\$1,298.20
CR 4453	0.133	3	truck traffic	0	0	0	\$3,391.50	\$607.96
CR 4455	5.01	3	truck traffic	2	0	0	\$511,020.00	\$22,901.50
CR 4456	0.124	2	weather	0	0	0	\$3,162.00	\$566.82
CR 4457	0.184	2	weather	1	0	0	\$4,692.00	\$841.10
CR 4458	0.209	3	truck traffic	0	0	0	\$5,329.50	\$955.36
CR 4459	0.163	3	weather	0	0	0	\$4,156.50	\$745.08
CR 4460	0.343	3	weather	0	0	0	\$8,695.00	\$1,567.90
CR 4465	0.481	2	truck traffic	1	0	0	\$49,062.00	\$2,198.72
CR 4470	1.956	2	truck traffic	1	0	0	\$199,512.00	\$8,941.18

CR 4471	0.086	2	truck traffic	0		0	0	\$8,772.00	\$393.11
CR 4472	3.644	1	truck traffic	2		0	0	\$371,688.00	\$16,657.30
CR 4473	0.494	3	weather	0		0	0	\$12,597	\$2,258.14
CR 4474	0.175	2	weather	0		0	0	\$17,850.00	\$799.94
CR 4475	0.297	4	truck traffic	0		0	0		\$1,357.63
CR 4476	0.211	3	truck traffic	1		0	0	\$5,380.50	\$964.52
CR 4477		2	truck traffic	0		0	0	\$10,550.00	\$750.00
CR 4478	1.034	3	truck traffic	0		0	0	\$105,468.00	\$4,726.57
CR 4479	0.257	4	truck traffic	0		0	0		\$1,174.78
CR 4480	0.48	3	truck traffic	0		0	0	\$12,240.00	\$2,194.15
CR 4485	0.775	3	truck traffic	0		0	0	\$79,050.00	\$3,542.64
CR 4490	2.063	2	truck traffic	0		0	0	\$210,426.00	\$9,430.29
CR 4492	0.546	3	truck traffic	0		0	0	\$13,923.00	\$2,495.84
CR 4494	0.851	2	truck traffic	1		0	0	\$21,700.50	\$3,890.07
CR 4495	0.754	2	truck traffic	0		0	0	\$76,908.00	\$3,446.65
CR 4496	0.326	2	truck traffic	0		0	0	\$8,313.00	\$1,490.18
CR 4497	1.086	3	truck traffic	0		0	0	\$27,693.00	\$4,964.30
CR 4498	0.368	3	truck traffic	0		0	0	\$9,384.00	\$1,682.18
CR 4499	0.267	3	truck traffic	0		0	0	\$6,808.50	\$1,220.49
CR 4500	4.284	2	truck traffic	2		0	0	\$109,242.00	\$19,582.84
CR 4502	0.643	3	truck traffic	0		0	0	\$16,396.50	\$2,939.25
CR 4505	0.493	2	weather	1		0	0	\$12,571.50	\$2,967.57
CR 4508	0.476	2	truck traffic	0		0	0	\$12,138.00	\$2,175.86
CR 4525	3.918	2	truck traffic	1		0	0	\$9,970.50	\$17,909.80
CR 4527	0.391	3	truck traffic	0		0	0	\$9,919.25	\$1,787.31



COUNTY OF TYLER

PRECINCT NO. 2

ANNUAL ROAD REPORT

Pursuant to Transportation Code Section 251.005, this Annual Road Report provides information on the condition of each road, culvert, and bridge in the County by Precinct along with costs associated with maintaining existing roads, culvert, and bridges. Furthermore, suggestions are included where new roads may be needed. This report covers the County roads activity for the period of August, 2019 through October, 2020.

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
(These can be listed separate on another page if additional space is needed.)
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: _____
(see attached).
3. Number of traffic control devices in the precinct defaced or torn down: (see attached).
4. Any new road that should be opened in the precinct: (see attached).
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: (see attached).

Submitted by the undersigned on the _____ day of October, 2020.

Stevan Sturrock

(Commissioners Signature)

(Commissioners Printed Name)

Commissioner, Precinct NO. 2

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____, 2020

Notary Public

Commissioner Expires: _____

TYLER COU ANNUAL ROAD REPORT - ALTERNATE FORM							PRECINCT N # 2	
PRECINCT no. 2								
Date: 2020								
List of county roads by Name/Number & mileage	Road condition rank on scale or 1=poor 5=Excellent	Casuse of Degradation	Number of culverts needing repaired or replaced	Bridges in need of repair or replacement	Control devices (signs,lights,needing repair or replacement	New roads needed for opening	Cost of improvement Identified In report for specific road	Usual Costs of maintenance in coming year for specific road
CR 1010 2.464	5	Truck Traffic	0	0	0	0		\$10,545.53
CR 1015 0.864	2	Truck Traffic	0	0	0	0	\$70,502.40	\$3,696.03
CR 1020 1.81	5	Truck Traffic	0	0	0	0	\$92,310.00	\$7,742.85
CR 1028 0.172	4	Truck Traffic	0	0	0	0	\$8,772.00	\$735.77
CR 1030 0.171	4	Truck Traffic	0	0	0	0	\$19,023.00	\$1,595.61
CR 1075 0.373	4	Truck Traffic	0	0	0	0	\$7,293.00	\$611.72
CR 1095 0.193	3	Truck Traffic	0	0	0	0	\$9,843.00	\$825.61
CR 1096 1.266	3	Truck Traffic	0	0	0	0	\$64,566.00	\$5,415.71
CR 1100 2.388	2	Truck Traffic	0	0	0	0	\$121,788.00	\$10,215.42
CR 1115 0.194	3	Truck Traffic	0	0	0	0	\$9,894.00	\$829.89
CR 1120 0.586	4	Truck Traffic	0	0	0	0	\$14,943.00	\$2,506.79
CR 2015 0.512	1	Truck Traffic	0	0	0	0	\$13,056.00	\$2,190.23
CR 2025 1.046	2	Truck Traffic	0	0	0	0	\$53,346.00	\$4,474.59
CR 2050 1.623	4	Truck Traffic	0	0	0	0	\$41,386.50	\$6,942.89
CR 2075 0.478	3	Truck Traffic	0	0	0	0	\$24,378.00	\$2,044.79
CR 2077 0.73	2	Truck Traffic	0	0	0	0	\$18,615.00	\$3,122.80
CR 2080 0.596	2	Truck Traffic	0	0	0	0	\$25,296.00	\$2,549.57
CR 2085 0.648	2	Truck Traffic	1	1	0	0	\$16,524.00	\$2,772.02
CR 2100 3.288	3	Truck Traffic	0	0	0	0	\$83,844.00	\$14,065.46
CR 2125 0.726	2	Truck Traffic	0	0	0	0	\$18,513.00	\$3,105.69
CR 2130 0.371	2	Truck Traffic	0	0	0	0	\$9,460.00	\$1,587.06
CR 2150 4.39	2	Truck Traffic	2	2	0	0	\$111,945.00	\$18,779.61
CR 2152 0.1	3	Truck Traffic	0	0	0	0	\$2,550.00	\$427.70
CR 2153 0.261	2	Truck Traffic	0	0	0	0	\$6,655.50	\$924.00

CR 2155	0.326	2	Truck Traffic	0	0	0	0	\$8,313.00	\$454.62
CR 2162	0.363	2	Truck Traffic	0	0	0	0	\$9,256.50	\$1,552.84
CR 2175	4.727	1	Truck Traffic	0	0	0	0	\$120,538.50	\$20,221.24
CR 2200	2.243	1	Truck Traffic	0	0	0	0	\$57,196.50	\$9,545.14
CR 2225	1.011	2	Truck Traffic	0	0	0	0	\$25,780.50	\$4,324.87
CR 2300	3.409	3	Truck Traffic	1	1	0	0	\$86,929.50	\$14,583.08
CR 2310	0.753	2	Truck Traffic	0	0	0	0	\$19,201.50	\$3,221.19
CR 2320	0.572	3	Truck Traffic	0	0	0	0	\$14,586.00	\$2,446.90
CR 2340	0.41	3	Truck Traffic	0	0	0	0	\$10,455.00	\$1,753.90
cr 2375	1.753	2	Truck Traffic	0	0	0	0	\$44,701.50	\$7,499.00
CR 2380	0.738	2	Truck Traffic	2	0	0	0	\$18,819.00	\$3,157.02
CR 2385	0.105	2	Truck Traffic	0	0	0	0	\$2,677.50	\$449.16
CR 2390	0.2	3	Truck Traffic	0	0	0	0	\$5,100.00	\$855.55
CR 2400	3.888	2	Truck Traffic	0	0	0	0	\$99,144.00	\$16,632.15
CR 2405	0.1	3	Truck Traffic	0	0	0	0	\$2,550.00	\$427.77
CR 2450	0.161	1	Truck Traffic	0	0	0	0	\$4,105.50	\$688.72
CR 2475	0.766	2	Truck Traffic	0	0	0	0	\$19,533.00	\$3,276.80
CR 2510	0.248	2	Truck Traffic	0	0	0	0	\$6,324.00	\$1,060.80
CR 2512	0.44	2	Truck Traffic	0	0	0	0	\$11,220.00	\$1,882.23
CR 2525	2.61	2	Truck Traffic	0	0	0	0	\$66,555.00	\$11,165.10
CR 2550	0.947	2	Truck Traffic	0	0	0	0	\$24,148.50	\$4,051.09
CR 2565	3.099	3	Truck Traffic	0	0	0	0	\$79,024.50	\$13,256.96
CR 2567	0.085	2	Truck Traffic	0	0	0	0	\$363.60	\$2,167.50
CR 2570	5.662	3	Truck Traffic	1	1	0	0	\$144,381.00	\$24,221.00
CR 2573	0.113	4	Truck Traffic	0	0	0	0	\$2,881.50	\$483.38
CR 2575	2.297	2	Truck Traffic	1	1	0	0	\$58,573.50	\$9,826.14
CR 2577	0.171	4	Truck Traffic	0	0	0	0	\$4,360.00	\$731.50
CR 2580	1.854	1	Truck Traffic	0	0	0	0	\$47,277.00	\$7,931.07
CR 2590	4.674	2	Truck Traffic	0	0	0	0	\$119,187.00	\$19,994.51
CR 2592	0.533	3	Truck Traffic	0	0	0	0	\$13,591.50	\$2,280.07
CR 2595	0.256	3	Truck Traffic	0	0	0	0	\$6,528.00	\$1,095.11
CR 2597	0.36	3	Truck Traffic	0	0	0	0	\$9,180.00	\$1,540.00
CR 2600	1.66	4	Truck Traffic	0	0	0	0	\$42,330.00	\$7,101.17
CR 2610	0.283	4	Truck Traffic	0	0	0	0	\$7,216.50	\$1,210.61

CR 2615	0.173	4	Truck Traffic	0	0	0	0	\$4,411.50	\$4,740.06
CR 2617	0.048	4	Truck Traffic	0	0	0	0	\$1,224.00	\$205.00
CR 2618	0.103	3	Truck Traffic	0	0	0	0	\$2,626.50	\$440.60
CR 2620	0.563	3	Truck Traffic	0	0	0	0	\$14,356.50	\$2,408.40
CR 2630	0.216	4	Truck Traffic	0	0	0	0	\$5,508.00	\$924.00
CR 2635	0.166	3	Truck Traffic	0	0	0	0	\$4,233.00	\$710.11
CR 2644	0.077	3	Truck Traffic	0	0	0	0	\$1,963.50	\$329.38
CR 2650	2.437	4	Truck Traffic	1	1	0	0	\$62,143.50	\$10,425.04
CR 2670	5.157	2	Truck Traffic	2	2	0	0	\$131,503.50	\$22,060.74
CR 2740	0.134	3	Truck Traffic	0	0	0	0	\$3,417.00	\$573.22
CR 2765	0.446	4	Truck Traffic	0	0	0	0	\$11,373.00	\$1,907.89
CR 2770	2.419	3	Truck Traffic	0	0	0	0	\$61,684.50	\$10,348.04
CR 2773	0.195	3	Truck Traffic	0	0	0	0	\$4,972.50	\$834.16
CR 2775	1.892	1	Truck Traffic	0	0	0	0	\$48,246.00	\$8,093.62
CR 2776	0.091	4	Truck Traffic	0	0	0	0	\$2,320.50	\$389.27
CR 2777	0.696	4	Truck Traffic	0	0	0	0	\$17,748.00	\$2,977.35
CR 2778	0.281	3	Truck Traffic	0	0	0	0	\$7,165.50	\$1,202.05
CR 2780	2.927	3	Truck Traffic	0	0	0	0	\$23,638.50	\$12,521.17
CR 2790	2.508	3	Truck Traffic	1	1	0	0	\$63,954.00	\$10,728.76
CR 2800	2.113	2	Truck Traffic	0	0	0	0	\$172,420.80	\$9,039.02
CR 2810	4.489	2	Truck Traffic	2	2	0	0	\$114,469.50	\$19,203.12
CR 2811	0.2	3	Truck Traffic	0	0	0	0	\$5,100.00	\$855.55
CR 2834	1.851	2	Truck Traffic	0	0	0	0	\$47,200.50	\$7,918.23
CR 2836	0.142	3	Truck Traffic	0	0	0	0	\$3,621.00	\$607.44
CR 2837	0.021	3	Truck Traffic	0	0	0	0	\$535.00	\$89.83
CR 2845	7.792	1	Truck Traffic	0	0	0	0	\$198,696.00	\$12,932.76



COUNTY OF TYLER

PRECINCT NO. 3

ANNUAL ROAD REPORT

Pursuant to Transportation Code Section 251.005, this Annual Road Report provides information on the condition of each road, culvert, and bridge in the County by Precinct along with costs associated with maintaining existing roads, culvert, and bridges. Furthermore, suggestions are included where new roads may be needed. This report covers the County roads activity for the period of August, 2019 through September, 2020.

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
(These can be listed separate on another page if additional space is needed.)
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: _____
(see attached).
3. Number of traffic control devices in the precinct defaced or torn down: (see attached).
4. Any new road that should be opened in the precinct: (see attached).
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: (see attached).

Submitted by the undersigned on the _____ day of October, 2020.

Michael Marshall

(Commissioners Signature)
Commissioner, Precinct NO. 3

(Commissioners Printed Name)

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____, 2020

Notary Public

Commissioner Expires: _____

**Tyler County Annual Road
Report-Precinct 3**

	List of County Roads by Name/Number	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Control Devices (Signs, Lights needing repair or replacement)	New Roads Needed for opening	Average Costs of Maintenance in Coming Year for Specific Road (Pct Budget/Miles)	Extra or additional Cost of Repairs Identified in Report for Specific Road
1	CR 2779/.266/miles	3	Heavy Traffic	2	0	0	0	1,235.26	21,280
2	CR 2780/2.03	3	Heavy Traffic	0	0	3	0	9,426.97	162,400
3	CR 2800/1.06	3	Trucks/Weather	0	0	3	0	4,922.46	84,800
4	CR 2900/.778	2	Heavy Trucks	4	0	3	0	3,612.90	62,240
5	CR 2910/.1	4	Traffic	0	0	3	0	464.38	8,000
6	CR 2925/1.824	2	Trucks/Weather	5	0	3	0	8,470.35	145,920
7	CR 2928/.916	2	Trucks/Weather	2	0	1	0	4,253.75	73,280
8	CR 2931/.703	2	Trucks/Weather	3	0	1	0	3,264.61	56,240
9	CR 2975/1.58	2	Trucks/Weather	5	0	3	0	7,337.25	126,400
10	CR 2976/.59	2	Traffic/Weather	2	0	1	0	2,739.86	47,200
11	CR 3000/2.945	3	Heavy Trucks	0	0	4	0	13,676.08	235,600
12	CR 3005/.256	2	Trucks/Weather	0	0	1	0	1,188.82	20,480
13	CR 3020/.486	2	Heavy Trucks	2	0	1	0	2,256.90	38,880
14	CR 3030/.107	2	Traffic/Weather	1	0	2	0	496.89	8,560
15	CR 3035/.202	3	Truck traffic	0	0	0	0	938.054	16,160
16	CR 3050/4.207	4	Heavy Trucks	3	0	1	0	19,536.60	336,560
17	CR 3051/.216	2	Age/traffic	1	0	0	0	1,003.07	17,280
18	CR 3053/.18	2	Age/traffic	0	0	2	0	835.89	14,400
19	CR 3055/.188	2	Traffic/Weather	1	0	1	0	873.04	15,040
20	CR 3060/.04	2	Weather	0	0	1	0	185.75	3,200
21	CR 3065/.151	2	Traffic/Weather	0	0	1	0	701.22	12,080
22	CR 3070/.13	2	Traffic/Weather	1	0	1	0	603.6979	10,400
23	CR 3080/.621	2	Traffic/Weather	0	0	0	0	2,883.82	49,680
24	CR 3085/.254	2	Traffic/Weather	0	0	0	0	1,179.53	20,320
25	CR 3100/.931	2	Age/traffic	2	0	0	0	4,323.41	74,480
26	CR 3110/.247	2	Weather	0	0	0	0	1,147.03	19,760
27	CR 3120/.431	2	Traffic/Weather	0	0	0	0	2,001.49	34,480
28	CR 3122/.06	2	Traffic/Weather	0	0	0	0	278.6298	4,800
29	CR 3130/.404	3	Heavy Traffic	0	0	0	0	1,876.11	32,320
30	CR 3131/.131	2	Traffic/Weather	0	0	0	0	608.34173	10,480
31	CR 3138/.106	2	Traffic/Weather	0	0	0	0	492.25598	8,480
32	CR 3140/1.23	2	Traffic/Weather	0	0	0	0	5,711.91	98,400
33	CR 3142/.184	2	Traffic/Weather	0	0	0	0	854.46472	14,720
34	CR 3143/.2	2		0				928.766	16,000

**Tyler County Annual Road
Report-Precinct 3**

35	CR 3145/.313	2	Traffic/Weather	0				1,453.52	25,040
36	CR 3150/1.079	3	Traffic/Weather	0				5,010.69	86,320
37	CR 3155/.31	3	Traffic/Weather	0				1,439.59	24,800
38	CR 3160/.627	3	Traffic/Weather	0				2,911.68	50,160
39	CR 3170/1.231	3	Traffic/Weather	1				5,716.55	98,480
40	CR 3180/1.43	3	Traffic/Weather	0				6,640.68	114,400
41	CR 3190/1.078	3	Traffic/Weather	0				5,006.05	86,240
42	CR 3200/2.902	3	Traffic/Weather	0				13,476.39	232,160
43	CR 3205/.083	3	Traffic/Weather	0				385.44	664
44	CR 3215/.803	3	Traffic/Weather	0				3,729.00	64,240
45	CR 3218/.46	2	Traffic/Weather	0				2,136.16	36,800
46	CR 3220/.848	2	Traffic/Weather	0				3,937.97	67,840
47	CR 3230/1.183	3	Traffic/Weather	0				5,493.65	94,640
48	CR 3234/1.33	4	Traffic/Weather	0				6,176.29	106,400
49	CR 3240/1.071	4	Traffic/Weather	0				4,973.54	85,680
50	CR 3249/.451	3	Traffic/Weather	0				2,094.37	361
51	CR 3251/1.454	4	Traffic/Weather	0				6,752.13	116,320
52	CR 3255/1.945	4	Traffic/Weather	0				9,032.25	155,600
53	CR 3257/.104	3	Traffic/Weather	0				482.96	8,320
54	CR 3258/.126	3	Traffic/Weather	0				585.12	10,080
55	CR 3260/6.193	4	Traffic/Weather	0				28,759.24	495,440
56	CR 3263/.773	3	Traffic/Weather	0				3,589.68	61,840
57	CR 3265/.626	3	Traffic/Weather	0				2,907.04	50,080
58	CR 3266/1.063	3	Traffic/Weather	0				4,936.39	85,040
59	CR 3280/.093	3	Traffic/Weather	0				432.88	7,440.00
60	CR 3284/.126	3	Traffic/Weather	0				585.12	10,080
61	CR 3290/.478	3	Traffic/Weather	0				2,219.75	38,240
62	CR 3292/.56	3	Traffic/Weather	0				2,600.54	44,800
63	CR 3293/.313	3	Traffic/Weather	0				1,453.52	25,040
64	CR 3300/.477	3	Traffic/Weather	0				2,215.11	38,160
65	CR 3325/5.577	3	Traffic/Weather	0				25,898.64	446,160
66	CR 3330/.641	3	Traffic/Weather	0				2,976.70	51,280
67	CR 3345/.98	4	Traffic/Weather	0				4,550.95	78,400
68	CR 3350/.58	3	Traffic/Weather	0				2,693.42	46,400
69	CR 3375/.284	3	Traffic/Weather	0				1,318.85	22,720
70	CR 3380/.352	3	Traffic/Weather	0				1,634.63	28,160
71	CR 3381/.215	2	Traffic/Weather	0				998.42	17,200
72	CR 3390/.077	2	Traffic/Weather	0				357.57	6,160
73	CR 3400/10.264	3	Heavy Traffic	0				47,664.27	821,120
74	CR 3430/.557	3	Traffic/Weather	1		1		2,586.61	44,560

**Tyler County Annual Road
Report-Precinct 3**

75	CR 3475/1.263	3	Traffic/Weather	0			5,865.16	101,040
76	CR 3480/.298	2	Traffic/Weather	0			1,383.86	23,840
78	CR 3510/1.039	4	Traffic/Weather	0		1	4,824.94	83,120
79	CR 3520/.88	3	Traffic/Weather	0		1	4,086.57	70,400
80	CR 3523/.231	3	Traffic/Weather	0			1,072.72	25,680
81	CR 3525/.143	3	Traffic/Weather	0			664.07	11,440
82	CR 3530/.8	4	Traffic/Weather	0			3,715.06	64,000
83	CR 3540/.153	4	Traffic/Weather	0			710.51	12,240
84	CR 3550/4.952	4	Traffic/Weather	0			22,996.25	396,160
85	CR 3560/2.34	3	Traffic/Weather	0		2	10,866.56	187,200
86	CR 3565/.428	3	Traffic/Weather	0			1,987.56	34,240
87	CR 3567/.11	3	Traffic/Weather	0			510.82	8,800
89	CR 3568/.133	3	Traffic/Weather	0		1	617.63	10,640
90	CR 3610/.591	3	Traffic/Weather	0			2,744.50	47,280
91	CR 3625/.598	3	Traffic/Weather	0			2,777.01	47,840
92	CR 3630/1.71	3	Traffic/Weather	0			7,940.95	136,800
93	CR 3632/.1	3	Traffic/Weather	0			464.38	8,000
94	CR 3633/.147	3	Traffic/Weather	0			682.64	11,760
95	CR 3650/1.62	3	Traffic/Weather	0			7,523.00	129,600
96	CR 3660/1.219	3	Heavy Traffic	0			5,660.83	97,520
97	CR 3665/1.313	3	Traffic/Weather	0		1	6,097.35	105,040
98	CR 3667/.124	3	Traffic/Weather	0		1	575.83	9,920
99	CR 3700/.963	3	Traffic/Weather	0			4,472.01	77,040
100	CR 3705/.518	3	Traffic/Weather	0			2,405.50	41,440
101	CR 3709/.653	3	Traffic/Weather	0			3,032.42	52,240
102	CR 3715/.301	3	Traffic/Weather	0			1,397.79	24,080
103	CR 3725/8.721	3	Heavy Traffic	0			40,498.84	697,680
104	CR 3750/6.99	3	Heavy Traffic	0			32,460.37	559,200
105	CR 3767/.703	3	Traffic/Weather	0			3,264.61	56,240
106	CR 3770/.159	3	Traffic/Weather	0			738.37	12,720
107	CR 3775/3.674	3	Heavy Traffic	0			17,061.43	293,920
108	CR 3815/.136	3	Traffic/Weather	0			631.56	10,880
109	CR 3820/.07	3	Traffic/Weather	0			325.07	5,600
110	CR 3823/.12	3	Traffic/Weather	0			557.26	9,600
111	CR 3825/.341	3	Traffic/Weather	0			1,583.55	27,280
112	CR 3830/1.663	2	Traffic/Weather	0			7,722.69	133,040
113	CR 3840/.687	2	Traffic/Weather	0			3,190.31	54,960
114	CR 3845/.426	2	Traffic/Weather	0			1,978.27	34,080
115	CR 3870/.788	3	Traffic/Weather	0			3,659.34	63,040
116	CR 3900/3.596	3	Traffic/Weather	0			16,699.21	287,680

**Tyler County Annual Road
Report-Precinct 3**

117	CR 3910/2.775	3	Traffic/Weather	0				12,886.63	222,000
118	CR 3920/.818	4	Traffic/Weather	0				3,798.65	65,440
119	CR 3925/.417	3	Traffic/Weather	0				1,936.48	33,360
120	CR 3930/1.61	4	Traffic/Weather	0				7,476.57	128,800
121	CR 3940/.242	3	Traffic/Weather	0				1,123.81	19,360
122	CR 3945/.338	3	Traffic/Weather	0				1,596.61	27,040
123	CR 4005/.308	3	Traffic/Weather	0				1,430.30	24,640
124	CR 4020/.884	4	Traffic/Weather	1				4,105.15	70,720
125	CR 4025/.174	4	Traffic/Weather	0				808.03	13,920
126	CR 4030/.124	2	Traffic/Weather	0				575.83	9,920
127	CR 4040/1.308	3	Traffic/Weather	0				6,074.13	104,640
128	CR 4050/.357	3	Traffic/Weather	0				1,657.85	28,560
129	CR 4065/.203	3	Traffic/Weather	0				942.70	16,240
130	CR 4070/1.455	3	Traffic/Weather	0				6,756.77	116,400
131	CR 4071/.081	3	Traffic/Weather	0				376.15	6,480
132	CR 4072/.114	3	Traffic/Weather	0				529.40	9,120
134	CR 4073/.113	3	Traffic/Weather	0				524.75	9,040
135	CR 4074/.071	3	Traffic/Weather	0				329.71	5,680
136	CR 4075/.083	3	Traffic/Weather	0				385.44	6,640
137	CR 4080/.068	3	Traffic/Weather	0				315.78	5,440
138	CR 4085/.221	3	Traffic/Weather	0				1,026.29	17,680
139	CR 4090/.573	3	Traffic/Weather	0				2,660.91	45,840
140	CR 4092/.458	3	Traffic/Weather	0				2,126.87	36,640
141	CR 4094/.399	3	Traffic/Weather	0				1,852.89	31,920
142	CR 4095/.223	3	Traffic/Weather	0				1,035.57	17,840
143	CR 4096/.298	3	Traffic/Weather	0				1,383.86	23,840
144	CR 4097/.273	2	Traffic/Weather	0				1,267.77	21,840
145	CR 4098/.3	3	Traffic/Weather	0				1,393.15	24,000
146	CR 4099/.103	2	Traffic/Weather	0				4,783.14	8,240
147	CR 4105/.146	2	Traffic/Weather	0				678.00	11,680
148	CR 4110/.968	3	Traffic/Weather	0				4,495.23	77,440
149	CR 4115/.28	2	Traffic/Weather	0				1,300.27	22,400
150	CR 4120/2.083	3	Traffic/Weather	0				9,673.10	166,640
151	CR 4125/.4	3	Traffic/Weather	0				1,857.32	32,000
152	CR 4130/.786	3	Traffic/Weather	0				3,650.05	62,880
153	CR 4131/.203	3	Traffic/Weather	0				942.70	16,240
154	CR 4134/.186	3	Traffic/Weather	0				863.75	14,880
155	CR 4136/.26	3	Traffic/Weather	0				1,207.40	20,800
156	CR 4138/.233	3	Traffic/Weather	0				1,082.01	18,640
157	CR 4140/.341	3	Traffic/Weather	0				11,583.55	27,280



COUNTY OF TYLER

PRECINCT NO. 4

ANNUAL ROAD REPORT

Pursuant to Transportation Code Section 251.005, this Annual Road Report provides information on the condition of each road, culvert, and bridge in the County by Precinct along with costs associated with maintaining existing roads, culvert, and bridges. Furthermore, suggestions are included where new roads may be needed. This report covers the County roads activity for the period of August, 2019 through September, 2020.

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
(These can be listed separate on another page if additional space is needed.)
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: _____
(see attached).
3. Number of traffic control devices in the precinct defaced or torn down: (see attached).
4. Any new road that should be opened in the precinct: (see attached).
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: (see attached).

Submitted by the undersigned on the _____ day of October, 2020.

Charles I. Hudson

(Commissioners Signature)
Commissioner, Precinct NO. 4

(Commissioners Printed Name)

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____, 2020

Notary Public

Commissioner Expires: _____

Annual Road Report - Precinct # 4- 2020

	A	B	C	D	E	F	G	H	I	J	K
1		List of County Roads by Name/Number	Road Condition-Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Control Devices (Signs, Lights needing repair or replacement	New Roads Needed for opening	Costs of Improvements as Identified for Specific Road	Usual Costs of Maintenance in Coming Year for Specific Road	
2	1	CR 4309/1.128/Miles	4	Traffic	0	0	1	0	SEE ATACHED	4641.78	
3	2	CR 4320/1.403	4	Heavy Trk/Weather	2	0	0	0		5885.40	
4	3	CR 4325/1.5	4	Weather	0	0	0	0		6292.38	
5	4	CR 4330/.543	4	Weather	1	0	1	0		2277.66	
6	5	CR 4335/.956	4	Heavy Trk Traffic	INSTALLED 1/2	0	2	0		4009.62	
7	6	CR 4345/2.63	4	Heavy Trk/Weather	2	0	1	0		11032.32	
8	7	CR 4350/.756	4	Heavy Trk/Weather	0	0	0	0		3171.18	
9	8	CR 4355/.901	4	Heavy Trk Traffic	0	0	1	0		3779.10	
10	9	CR 4360/1.924	4	Heavy Trk Traffic	INSTALLED 1/0	0	2	0		8070.24	
11	10	CR 4364/.761	4	Weather	0	0	0	0		3191.58	
12	11	CR 4368/.566	4	Traffic	0	0	0	0		2373.54	
13	12	CR 4369/.14	4	Weather	1/0	0	0	0		586.50	
14	13	CR 4370/1.019	4	Traffic/Weather	0	0	0	0		4273.80	
15	14	CR 4373/.336	4	Traffic	0	0	0	0		1408.62	
16	15	CR 4374/.151	4	Traffic/Weather	1	0	1	0		633.42	
17	16	CR 4375/2.948	4	Heavy Trk/Weather	1	0	2	0		12366.48	
18	17	CR 4378/.557	4	Heavy Trk/Weather	0	0	1	0		2335.80	
19	18	CR 4380/1.65	4	Traffic/Weather	INSTALLED 1/2	0	0	0		6921.00	
20	19	CR 4387/.981	4	Weather	0	0	1	0		4115.70	
21	20	CR 4390/.747	4	Heavy Trk/Weather	0	0	1	0		3133.44	
22	21	CR 4392/.77	4	Traffic/Weather	0	0	0	0		3229.32	
23	22	CR 4394/.344	4	Weather	0	0	0	0		4502.28	
24	23	CR 4415/2.433	4	Weather	INSTALLED 1	0	1	0		10206.12	
25	24	CR 4416/.973	4	Weather	0	0	0	0		4081.02	
26	25	CR 4420/2.422	4	Heavy Traffic/W.	INSTALLED 2/3	0	1	0		10160.22	
27	26	CR 4422/.179	4	Weather	0	0	0	0		750.72	
28	27	CR 4425/.744	4	Heavy Traffic/W.	1	0	2	0		3120.18	
29	28	CR 4426/.234	4	Traffic/Weather	1	0	1	0		981.24	
30	29	CR 4430/.396	4	Traffic/Weather	1	0	2	0		1660.56	
31	30	CR 4432/.249	4	Traffic	0	0	1	0		1044.48	
32	31	CR 4433/.366	4	Traffic	0	0	0	0		1535.10	
33	32	CR 4437/1.556	4	Weather	0	0	0	0		6,527	

Annual Road Report - Precinct # 4- 2020

	A	B	C	D	E	F	G	H	I	J	K
34	33	CR 4438/.146	4	Weather	0	0	0	0		612	pg 2
35											
36	34	CR 4440/.958	4	Traffic/Weather	1	0	1	0		4018.80	
37	35	CR 4442/.343	4	Weather	1	0	0	0		1438.20	
38	36	CR 4444/.35	4	Weather	0	0	0	0		1467.78	
39	37	CR 4445/1.063	4	Traffic/Weather	0	0	0	0		4458.42	
40	38	CR 4446/.187	4	Traffic/Weather	0	0	0	0		784.38	
41	39	CR 4447/.213	4	Traffic/Weather	0	0	0	0		839.52	
42	40	CR 4448/.064	4	Traffic	0	0	0	0		268.26	
43	41	CR 4449/.051	4	Weather	0	0	0	0		213.18	
44	42	CR 4510/1.733	4	Heavy Trk/Weather	2	0	2	0		7269.00	
45	43	CR 4515/.717	4	Heavy Trk/Weather	1	0	0	0		3006.96	
46	44	CR 4520/4.834	4	Heavy Truck Traffic	2	0	1	0		20277.00	
47	45	CR 4525/.748	3	Traffic/Weather	0	0	1	0		3137.53	
48	46	CR 4530/1.694	4	Traffic/Weather	0	0	0	0		7105.32	
49	47	CR 4535/2.432	4	Traffic/Weather	0	0	0	0		10202.04	
50	48	CR 4540/.65	4	Traffic	0	0	0	0		2726.46	
51	49	CR 4545/1.87	4	Truck/Weather	2	0	0	0		7843.80	
52	50	CR 4547/.674	4	Traffic	0	0	1	0		2826.40	
53	51	CR 4549/.303	4	Traffic	0	0	0	0		1270.92	
54	52	CR 4550/1.468	4	Heavy Trk/Weather	0	0	0	0		6157.74	
55	53	CR 4551/.138	4	Weather	0	0	0	0		578.34	
56	54	CR 4553/.094	4	Weather	0	0	0	0		393.72	
57	55	CR 4555/.696	4	Traffic	0	0	0	0		2919.24	
58	56	CR 4558/1.096	4	Truck/Weather	2	0	0	0		4597.14	
59	57	CR 4559/.416	4	Truck/Weather	0	0	0	0		1744.20	
60	58	CR 4560/1.487	4	Traffic/Weather	INSTALLED 2	0	0	0		6237.30	
61	59	CR 4563/.386	4	Traffic/Weather	NSTALLED	1	0	0		1618.74	
62	60	CR 4565/2.562	4	Heavy Trk Traffic	REPLACED CULVERT	0	0	0		10746.72	
63	61	CR 4566/.247	4	Heaby Trk Traffic	0	0	0	0		1035.32	
64	62	CR 4570/.703	4	Weather	1	0	0	0		2948.82	
65	63	CR 4572/.31	3	Weather	0	0	0	0		1299.48	
66	64	CR 4575/.353	4	Weather	0	0	0	0		1453.02	
67	65	CR 4580/1.327	4	Traffic/Weather	1	0	0	0		5566.14	
68	67	CR 4581/.22	4	Traffic/Weather	0	0	0	0		922.08	
69	68	CR 4582/.883	4	Traffic/Weather	0	0	0	0		3703.62	
70	69	CR 4583/.271	4	Traffic/Weather	0	0	0	0		1136.28	
71	70	CR 4585/.597	4	Heavy Truck Traffic	0	0	0	0		2504.10	
72	71	CR 4587/.217	4	Weather	INSTALLED 1	0	0	0		909.84	

Annual Road Report - Precinct # 4- 2020

	A	B	C	D	E	F	G	H	I	J	K
73	72	CR 4590/1.59	4	Traffic/Weather	INSTALLED 1/ 2	0	0	0		6669.78	pg 3
74	73	CR 4592/.181	4	Traffic/Weather	0	0	1	0		758.88	
75	74	CR 4595/1.8800	4	Heavy Trk/Weather	1	0	2	0		7885.62	
76	75										
77	76	CR 4600/8.3480	4	Heavy Trk/Weather	2	0	3	0			
78	78										
79	79										
80	80	CR 4605/.766	4	Heavy Trk/Weather	1	0	0	0		3213.00	
81	81	CR 4610/.283	4	Weather	0	0	0	0		1186.26	
82	82	CR 4615/.237	4	Weather	0	0	0	0		993.40	
83	83	CR 4616/.164	4	Weather	0	0	0	0		687.48	
84	84	CR 4618/.11	4	Weather	0	0	0	0		461.04	
85	85	CR 4620/.223	4	Weather	1/ 0	0	0	0		935.34	
86	86	CR 4622/.34	4	Weather	0	0	0	0		1425.00	
87	87	CR 4623/.178	4	Weather	0	0	0	0		746.64	
88	88	CR 4625/2.893	4	Traffic/Weather	INSTALLED 1/2	0	2	0		12135.96	
89	89	CR 4626/.114	4	Weather	0	0	0	0		477.36	
90	90	CR 4628/.758	4	Weather	1	0	1	0		3179.34	
91	91	CR 4629/.057	4	Weather	0	0	0	0		238.68	
92	92	CR 4630/.614	4	Heavy Trk/Weather	0	0	1	0		2575.50	
93	93	CR 4632/.173	4	Weather	0	0	0	0		725.22	
94	94	CR 4633/.783	4	Traffic/Weather	1	0	1	0		3284.40	
95	95	CR 4634/.1	4	Traffic/Weather	0	0	0	0		419.22	
96	96	CR 4635/.33	4	Weather	INSTALLED 1/0	0	0	0		1282.14	
97	97	CR 4638/.087	4	Weather	0	0	0	0		262.14	
98	98	CR 4640/1.305	4	Weather	0	0	1	0		5474.34	
99	99	CR 4642/.107	4	Weather	0	0	0	0		448.80	
100	100	CR 4644/1.9560	4	Weather	INTALLED 1/ 0	0	1	0		8204.88	
101	101										
102	102	CR 4646/.916	4	Weather	0	0	0	0		3842.34	
103	103	CR 4648/.291	4	Weather	0	0	0	0		1219.92	
104	104	CR 4650/1.997	4	Traffic/Weather	INTALLED 1/ 2	0	2	0		8377.26	
105	105	CR 4652/.126	4	Traffic/Weather	0	0	0	0		528.36	
106	106	CR 4653/1.136	4	Traffic/Weather	INSTALLED 1/0	0	0	0		4765.44	
107	107	CR 4654/.283	4	Weather	1	0	0	0		997.56	
108	108	CR 4657/.247	4	Weather	0	0	0	0		1035.30	
109	109	CR 4658/.123	4	Weather	0	0	0	0		515.10	
110	110	CR 4660/.946	4	Weather	1/ 0	0	1	0		3967.80	
111	111	CR 4665/.746	4	Traffic/Weather	1	0	1	0		3129.36	

Annual Road Report - Precinct # 4- 2020

	A	B	C	D	E	F	G	H	I	J	K
112	112	CR 4666/.121	4	Weather	0	0	0	0		506.94	pg 4
113	113	CR 4668/.081	3	Weather	0	0	0	0		339.66	
114	114	CR 4670/.163	3	Traffic	0	0	1	0		683.40	
115	115	CR 4675/.296	2	Traffic	0	0	1	0		1241.34	
116	116	CR 4700/6.58	4	Heavy traffic	INSTALLED 1/2	0	2	0		27602.22	
117	117	CR 4710/1.083	3	Traffic	1/0	0	0	0		4543.08	
118	118	CR 4715/.156	2	Weather	0	0	0	0		653.20	
119	119	CR 4720/1.463	3	Traffic	0	0	1	0		6136.32	
120	120	CR 4725/.12	3	Weather	0	0	0	0		502.86	
121	121	CR 4726/.148	3	Weather	0	0	0	0		620.16	
122	122	CR 4735/.858	3	Weather	0	0	1	0		3598.56	
123	123	CR 4740/.49	4	Traffic	0	0	0	0		2055.30	
124	124	CR 4742/.126	3	Weather	0	0	0	0		222.36	
125	125	CR 4748/.16	3	Traffic/Weather	0	0	0	0		671.16	
126	126	CR 4750/.273	3	Traffic/Weather	0	0	2	0		1144.44	
127	127	CR 4755/1.085	4	Traffic/Weather	0	0	3	0		4551.24	
128	128	CR 4757/.326	3	Traffic/Weather	0	0	0	0		1366.80	
129	129	CR 4758/.23	3	Traffic/Weather	0	0	0	0		936.90	
130	130	CR 4759/.141	3	Traffic/Weather	0	0	1	0		590.58	
131	131	CR 4760/.877	3	Weather	1	0	1	0		3678.12	
132	132	CR 4770/2.639	3	Traffic/Weather	INSTALLED 3/6	0	2	0		11070.06	
133	133	CR 4772/.84	4	Traffic/Weather	0	0	0	0		3523.08	
134	134	CR 4774/.626	3	Traffic/Weather	0	0	0	0		2626.50	
135	135	CR 4775/.277	3	Traffic/Weather	0	0	0	0		1161.78	
136	136	CR 4777/.862	3	Traffic/Weather	INSTALLED 1/2	0	2	0		3615.90	
137	137	CR 4780/3.38	3	Traffic/Weather	1	0	1	0		14179.02	
138	138	CR 4790/.194	3	Weather	0	0	0	0		812.94	
139	139	CR 4795/.188	3	Traffic	0	0	0	0		788.46	
140	140	CR 4796/.91	3	Traffic	0	0	1	0		3816.84	
141	141	CR 4800/6.917	3	Heavy traffic	INSTALLED 1/2	0	2	0		29015.94	
142	142	CR 4805/.193	3	Weather	0.00	0	0	0		808.86	
143	143	CR 4810/1.678	3	Weather	0	0	0	0		7039.02	
144	144	CR 4815/.506	3	Weather	0	0	0	0		2122.67	
145	145	CR 4825/1.803	3	Weather	0	1	2	0		7563.30	
146	146	CR 4830/.303	3	Weather	0	0	0	0		1270.92	
147	147	CR 4850/6.083	3	Heavy Trk Traffic	INSTALLED 1/2	0	0	0		25517.34	
148	148	CR 4859/.588	3	Weather	0	0	0	0		2466.36	
149	149	CR 4860/.651	3	Weather	0	0	0	0		2730.54	
150	150	CR 4875/5.19	3	Truck Traffic	1	0	2	0		21771.90	

Annual Road Report - Precinct # 4- 2020

	A	B	C	D	E	F	G	H	I	J	K
151	151	CR 4880/1.401	4	Traffic/Weather	1/0	0	1	0		5876.20	pg 5
152	152	CR 4882/.167	3	Weather	0	0	0	0		699.20	
153	153	CR 4890/5.014	3	Heavy traffic	INSTALLED 1/2	0	1	0		21033.43	
154	154	CR 4892/.423	3	Weather	1	0	0	0		1773.78	
155	154	CR 4895/.446	3	Weather	0	0	0	0		1870.68	
156	155	CR 4898/.19	3	Weather	0	0	0	0		796.62	
157	156	CR 4900/1.431	4	Traffic/Weather	2	0	1	0		6002.70	
158	157	CR 4905/.973	3	Traffic/Weather	0	0	0	0		4081.02	
159	158	CR 4910/.097	3	Weather	0	0	0	0		405.96	
160	159	CR 4915/.368	3	Weather	0	0	0	0		1543.26	
161	160	CR 4920/.361	3	Weather	INSTALLED 1/0	0	0	0		1513.68	
162	161	CR 4925/.343	3	Weather	0	0	0	0		1438.20	
163	162	CR 4926/1.017	4	Traffic/Weather	1	0	1	0		4265.64	
164	163	CR 4927/.114	3	Traffic/Weather	0	0	0	0		477.36	
165	164	CR 4950/2.563	4	Traffic/Weather	INSTALLED 1/2	0	2	0		10750.80	
166	165	CR 4955/.07	3	Weather	0	0	0	0		292.74	
167	166	CR 4957/.13	3	Weather	0	0	0	0		544.68	
168	167	CR 4960/.428	3	Weather	0	0	0	0		1795.20	
169	168	CR 4970/.167	3	Weather	0	0	0	0		699.72	
170	169	CR 4980/.324	3	Traffic	INSTALLED 1/2	0	0	0		1358.64	
171	170	CR 4984/.124	3	Weather	0	0	0	0		519.18	
172											
173									TOTAL :	\$ 637,869.21	

NO. (GRAND JURY MATTER)

THE STATE OF TEXAS

IN THE DISTRICT COURT
OF
TYLER COUNTY, TEXAS

IN REF: TYLER COUNTY
COMMISSIONERS ANNUAL
ROAD REPOST 2020

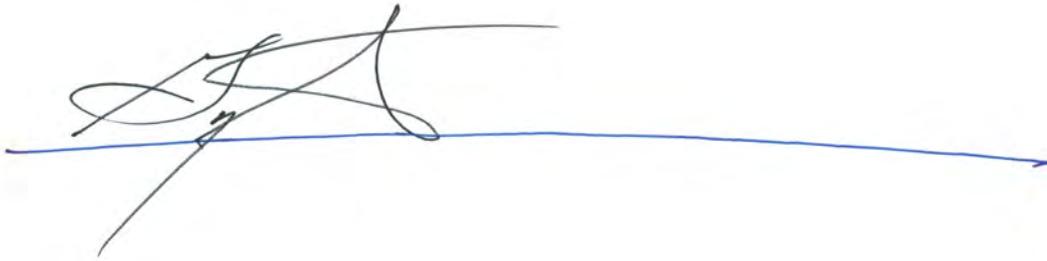
REPORT OF THE GRAND JURY

On this the _____ day of _____, 2020, the Grand Jury of Tyler County, Texas received and filed for record the Annual Road Reports for the Tyler County Commissioners, Precinct 1, Tyler County Commissioner, Precinct 2, Tyler County Commissioner, Precinct 3, and Tyler County Commissioner, Precinct 4.

Foreman of the Tyler County Grand Jury

11-2-2020

Estimate for tearing out wall
in Adult Probation office
Tyler County ! 500⁰⁰ hrs

A handwritten signature in blue ink, consisting of stylized initials, is written above a horizontal blue line that extends across the page.

Martin said
he needed
estimate for this.
from Greg Stewart

November 3, 2020

Tyler County Precinct 1 JP
203 W. Dogwood St.
Woodville, Texas 75979

Sharp MX-2651 Color Copier

(New)

- 26 pages per minute in copying/printing speed
- Automatic Document Feeder (100 sheet capacity)
- Automatic Duplexing (2-sided copying)
- Offset Sorting
- Reduction and Enlargement w/zoom (25% to 400%)
- Two – 550 sheet paper drawers
- One – 100 sheet bypass paper tray
- Accepts letter, legal and ledger size paper
- 320 GB Hard Drive
- Document Filing
- Network Printing (PCL)
- Network Scanning (Black/White and Color)
- Fax Module
- Cabinet Stand
- 10.1" Touch-screen Display

60 Month Lease: \$133.58 per month

***Price includes delivery, installation and networking**



All inclusive maintenance contract for copier:

An all inclusive maintenance agreement includes .0085 per black/white copy/print, and .055 per color copy/print.

- ✓ Includes all toner, parts, labor and supplies
- ✓ Excludes paper
- ✓ Meter count taken monthly

As always we will continue to provide Factory Trained Technicians (7 local technicians dispatched from our Lufkin Office), Genuine Supplies, Parts and prompt response time (average response time 4 business hours).

If you have any further questions, please do not hesitate to call.

Thanks,

Tim McCoy

Sharp • Canon • Kyocera • Digital Copier and Printer Solutions

Factory Authorized Sales and Service

Austin • Bryan/College Station • Fort Worth • Lufkin • San Antonio • Tyler/Longview • Waco



Fw: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

From: Sue Shaw (bss75979@yahoo.com)

To: modom.aud@co.tyler.tx.us

Date: Friday, October 23, 2020, 02:33 PM CDT

----- Forwarded Message -----

From: Sue Shaw <bss75979@yahoo.com>

To: Megan West <meganw@county.org>

Sent: Friday, October 23, 2020, 01:18:21 PM CDT

Subject: Fw: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

----- Forwarded Message -----

From: Sue Shaw <bss75979@yahoo.com>

To: Jackie Skinner <jskinner.aud@co.tyler.tx.us>

Sent: Friday, October 23, 2020, 01:16:45 PM CDT

Subject: Fw: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

----- Forwarded Message -----

From: Martin Nash <nashent@hotmail.com>

To: sue shaw <bss75979@yahoo.com>

Sent: Friday, October 23, 2020, 01:15:23 PM CDT

Subject: Fwd: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

This needs to go on the agenda.

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Mike Liles <mikeliles5@gmail.com>

Sent: Friday, October 23, 2020 8:15:26 AM

To: judge@co.tyler.tx.us <judge@co.tyler.tx.us>

Cc: Wayne.McDaniel@co.hardin.tx.us <Wayne.McDaniel@co.hardin.tx.us>; nashent@hotmail.com <nashent@hotmail.com>

Subject: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

September 29, 2020

The Honorable Jacques Blanchette
Judge of Tyler County, Texas
Tyler County Courthouse
100 W. Bluff St., Room 102
Woodville, TX 75979

Subject: Request to Confirm Appointment of Replacement Commissioner to Village Mills Emergency Services District #8 (VMESD#8)

Recently, as a result of relocating out of VMESD#8, it was necessary for Mr. Art Walton to resign the position of VMESD#8 Commissioner. In this position, Mr. Walton has represented Tyler County. Mr. Walton's resignation requires identification of a qualified candidate to serve out the remainder of his term ending calendar year 2020, and to initiate a new 2 year term of service beginning 2021.

Anticipating the pending vacancy, the remaining VMESD#8 Commissioners have reviewed potential candidates. Based on this review, and in conformance with Texas Health and Safety Code 775.044, VMESD#8 Commissioners have identified **Mr. Duane Bales** as nominee for VMESD#8 Commissioner. Mr. Bales is a resident of Village Mills (Wildwood), domiciled in Tyler County.

By copy of this letter, VMESD#8 requests the support of your office in the appointment of Mr. Duane Bales as Commissioner to Village Mills Emergency Services District #8 representing Tyler County.

I will be happy to provide any additional information needed. I have attached Mr. Bales resume for your review.

Thank you and regards

Michael Ray Liles
Vice President
Village Mills ESD #8
Phone: 409-790-7331
Email: mikeliles5@gmail.com

cc: The Honorable Wayne McDaniel, Judge of Hardin County, Texas
Mr. Chris Kirkendall, Commissioner, Hardin County Precinct 2
Mr. Martin Nash, Commissioner, Tyler County Precinct 1



Russell Duane Bales-Resume.docx
14.3kB

Russell Duane Bales

Personal Data

Birth Date: September 10, 1942
Marital Status: Married – 52 years
Children: 3 grown

Education

Cedarville College, Cedarville, Ohio – 1965
BA – Religious Education, Business Administration
Belleville Area College, Belleville, IL – 1980
Associate Degree – Fire Science

Military Experience

United States Marine Corps – 1967 – 1970
Liaison Division – USMC & Hollywood – 1968
Vietnam – 1969 – TV Production Supervisor – Armed Forces Vietnam TV Network

Work Experience

Collinsville Fire Department – February 1976 to 2002
Captain (Shift Commander) – 1995 to 2002
Acting Chief – October 2000 to January 2001
Belleville Area College – Instructor – 1983 to 1991
University of Illinois, Fire Service Institute, Field Staff – 1990 to 2001
Program Director-Vehicle Rescue Programs -2001 - 2012
Program Director-Agriculture Rescue – 2006 to 2012
Office of State Fire Marshall – Advisory Committees for state certification programs - 1990 to 2012
Transportation Emergency Rescue Committee-1998 to 2012
International Judge 2002 to 2012
Co-Instructor for live telecast at State Farm Insurance on New Car Construction-coverage went to all North America regional offices for fire service personnel to watch.
15,000 CD's have been sent throughout the world.
Consultant –National Fire Protection Association-2013-Alternative Fuel Vehicles

Certifications

Firefighter I, II, III
Fire Officer I – Management I, II, Tactics & Strategy I, Principles I, Instructor I
Fire Officer II – Management III, IV, Tactics & Strategy II, Instructor II
Structural Collapse Awareness
Technical Rescue Awareness
Vehicle/Machinery Operations
Vehicle/Machinery Technician
Hazardous Materials – Awareness, Operations, Technician, Incident Commander
National Fire Academy
Fire Prevention Principles – 1997
Incident Safety Officer – 1997
Leadership I, II – 1998

Address:

Duane Bales
714 W. Wildwood
Village Mills, TX
77663



REQUEST FOR QUOTE



Request #	GL 19-21
Factory	Lewis
Date	November 2, 2020
Agency	Tyler County District Clerk
Contact Name	Cheryl Pounds
Contact Phone #	283-2162
Contact Fax	
Contact E-mail	
Specs:	custom furniture
SH U-Main	-\$1,775.00
Privacy Panel	- \$250.00
Paper holder with slide out shelf	- \$237.56
	<i>U-Main 1,775.00</i>
Due date to CS	ASAP
Factory Install	
Quantity	3
Stain	Walnut
Upholstery	
Price	-\$2,262.56 <i>4,037.56</i>

**Tyler County Employees
2021 Holiday Schedule**

<i>Calendar Date</i>	<i>Day of the Week</i>	<i>Holiday</i>
January 1	Friday	New Year's Day
January 18	Monday	MLK Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
October 11	Monday	Columbus Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23, 24 & 28	Thursday, Friday & Monday	Christmas



Tyler County Employment Status Determination Form

Employee: _____

DOH: _____

Department: _____ Supervisor: _____

EMPLOYMENT STATUS

	Full-Time
	Part-Time
	Non-Permanent – End Date:
	Seasonal – End Date:

TYLER COUNTY POLICY ON RETIREMENT BENEFITS

Texas County and District Retirement System

Tyler County shall participate in the Texas County and District Retirement System (TCDRS).

Program Details

Details of eligibility for and benefits provided by the program shall be available for review at the County Treasurer's "Office" during normal work hours. Temporary employees will not be eligible for retirement benefits.

Employee Participation

All employees **must** be enrolled in TCDRS. Only temporary employees (established for a specific period of time - usually less than one year) may be excluded.

Employee Signature

2021 Tyler County Payroll Schedule

Please note: Pay Day is the date we have to pay by. However, we will process the payroll after all time sheets have been turned in. The County Treasurer does not transfer funds from interest bearing accounts into the payroll account until the court approved, schedule pay date.

ERRORS OR CORRECTIONS WILL BE CORRECTED IN THE FOLLOWING PAY PERIOD.

PLEASE NOTE: Salaries are subject to change by provision in the County's Policy guidelines or by order of the Commissioner's Court. Unscheduled salaries (p/time or f/time) are under the discretion of the Department Supervisor/Officials as long as they conform to the Federal Wage and Hours Laws and are provided for in the departmental budget.

#	Pay Period	Timesheet Due by 10:00 am	Pay Day	Holiday
---	------------	---------------------------	---------	---------

1	12/30/20	01/12/21	01/12/21	01/14/21	Thursday	01/01/21	New Years
2	01/13/21	01/26/21	01/26/21	01/28/21	Thursday	01/18/21	MLK Day
3	01/27/21	02/09/21	02/09/21	02/11/21	Thursday		
4	02/10/21	02/23/21	02/23/21	02/25/21	Thursday	02/15/21	President's Day
5	02/24/21	03/09/21	03/09/21	03/11/21	Thursday		
6	03/10/21	03/23/21	03/23/21	03/25/21	Thursday		
7	03/24/21	04/06/21	04/06/21	04/08/21	Thursday	04/02/21	Good Friday
8	04/07/21	04/20/21	04/20/21	04/22/21	Thursday		
9	04/21/21	05/04/21	05/04/21	05/06/21	Thursday		
10	05/05/21	05/18/21	05/18/21	05/20/21	Thursday		
11	05/19/21	06/01/21	06/01/21	06/03/21	Thursday	05/31/21	Memorial Day
12	06/02/21	06/15/21	06/15/21	06/17/21	Thursday		
13	06/16/21	06/29/21	06/29/21	07/01/21	Thursday		
14	06/30/21	07/13/21	07/13/21	07/15/21	Thursday	07/05/21	Independence Day
15	07/14/21	07/27/21	07/27/21	07/29/21	Thursday		
16	07/28/21	08/10/21	08/10/21	08/12/21	Thursday		
17	08/11/21	08/24/21	08/24/21	08/26/21	Thursday		
18	08/25/21	09/07/21	09/07/21	09/09/21	Thursday	09/06/21	Labor Day
19	09/08/21	09/21/21	09/21/21	09/23/21	Thursday		
20	09/22/21	10/05/21	10/05/21	10/07/21	Thursday		
21	10/06/21	10/19/21	10/19/21	10/21/21	Thursday	10/11/21	Columbus Day
22	10/20/21	11/02/21	11/02/21	11/04/21	Thursday		
23	11/03/21	11/16/21	11/16/21	11/18/21	Thursday	11/11/21	Veteran's Day
24	11/17/21	11/30/21	11/30/21	12/02/21	Thursday	11/25 & 26	Thanksgiving
25	12/01/21	12/14/21	12/14/21	12/16/21	Thursday		
26	12/15/21	12/28/21	12/28/21	12/30/21	Thursday	12/23,24, & 28	Christmas
01	12/29/21	01/11/22	01/11/22	01/13/22	Thursday		

*Third Pay Period

Tyler County Treasurer's Office
 HR/Payroll
 100 W Bluff, Room 003
 Woodville, TX 75979
 Lmonk.cotreas@co.tyler.tx.us

Find messages, documents, photos or people



Home

Compose

← Back ↶ ↷ → Archive ↗ Move 🗑 Delete ✖ Spam



Inbox

15

- Unread
- Starred
- Drafts 4
- Sent
- Archive
- Spam
- Trash
- Less

Views

Hide

- Photos
- Documents
- Subscriptions
- Groceries
- Deals
- Receipts
- Travel

Folders

Hide

- + New Folder
- Check
- County Letter...
- county crew
- Junk E-mail
- Patio pictures
- Snake pictures

Tyler County Pct. 1 3 Yahoo/Inbox

Sue Shaw Thank you Mr. Cobb for z Tue, Oct 13 at 10:41 AM

Stewart Cobb Sue, The payoffs are Wed, Oct 14 at 9:28 AM

Sue Shaw <bss75979@yahoo.> To: Joe Blacksher Wed, Oct 14 at 1:59 PM

Hide original message

Forwarded Message

From: Stewart Cobb <scobb@fnbt.com>
To: Sue Shaw <bss75979@yahoo.com>
Sent: Wednesday, October 14, 2020, 09:28:24 AM CDT
Subject: RE: Tyler County Pct. 1

Sue,

The payoffs are as follows:

Loan # 65718
 2014 CAT 120M Motor Grader w/Ripper
 Serial # M9D00453
 Payoff good till November 30th \$142,864.26

~~Loan # 65719
 2014 CAT 120M Motor Grader
 Serial # M9C80339
 Payoff good till November 30th \$135,016.63~~

Let me know if you need anything else.

A luxury mattress without a luxury price

Modern Innerspring \$1,399
MSRP \$2,495

Shop now



TYLER COUNTY, TEXAS

FINANCIAL POLICIES AND PROCEDURES GUIDE FOR COLLECTION AND REPORTING RESPONSIBILITIES

Management

Officials have a duty to the public to ensure that a government's resources are properly managed. Good stewardship requires that assets be properly safeguarded, managed and accounted for.

In terms of safeguarding, officials have a duty to protect government's assets against the danger of loss or misuse and to ensure that all transactions are properly authorized.

As a financial manager, an official has the duty to establish policies and procedures to ensure the efficient and effective management of government resources. In addition, you have the responsibility to establish procedures to ensure that these policies and other management directives are followed in practice.

The official is accountable to the public on their stewardship of public resources. Consequently, the policies and procedures you establish must provide reliable data for inclusion in financial reports.

Collections

All collections of a county office are required to be receipted with pre-numbered or computer generated receipts. Cash drawers and/or registers should be closed and balanced with the receipts on a daily basis. Collections should never be held to be receipted on a later date. All voided receipts should be approved by the official and/or department supervisor. The total amount collected should be deposited with the County Treasurer or in an authorized bank account within the county depository. Daily deposits are highly recommended, or by the next business day. Deposit procedures should include measures to safeguard monies prior to deposit in the bank. This includes keeping funds in a vault or safe until deposit is made. Utilizing effective procedure limit the official's liability by decreasing the potential loss of funds. These procedures consist of adequate separation of duties taking in account collecting, depositing, reconciling and reporting.

Criminal Code of Procedures (CCP) §103.004 and Local Government Code (LGC) §113.022 establish the time frame for making deposits with the County Treasurer. CCP 103.004 states money should be deposited in the county treasury not later than the next regular business day after the date the money is collected. If it is not possible for the officer to deposit the money in the county treasury by that date, the officer shall deposit the money in the county treasury as soon as possible, but not later than the fifth regular business day after the date the money is collected. Furthermore, LGC §113.022 states a county officer shall deposit the money with the county treasurer on or before the next regular business day

TYLER COUNTY, TEXAS
FINANCIAL POLICIES AND PROCEDURES GUIDE FOR COLLECTION AND REPORTING
RESPONSIBILITIES

after the date the money is received. If this deadline cannot be met, the officer must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

The Auditor's Office recommends that deposits be made with the treasurer no later than the next business day to be in compliance with LGC §113.022.

In summary the required procedures for collections include the following:

- Accounting for collections in any form (cash, checks, money orders, etc.) as it is received
- Proper pre-numbered or computer generated receipts given for all transactions
- Approval of any voided receipts by area supervisor
- Deposit of funds promptly at the County Treasurer's office or into the County Depository into an authorized County account
- Proper safeguarding of funds received, specifically especially with regards to funds received in the form of cash
- Adequate separation of duties and checks and balances, which includes collecting, depositing, reconciling, and reporting

Required Monthly Financial Report

Each official who receives collections on behalf of the County, State or others will be responsible for the revenues and other funds received, disbursed, and remaining on hand. As evidence of the collections, disbursements, and funds remaining, the official is required to submit a monthly report to the County Auditor's Office.

The monthly report that is required to be filed with the County Auditor should be reviewed and attested to by the elected official and/or department head.

The office should also retain a copy of all items submitted with the monthly report.

Other documentation may be requested of the office on an "as needed" basis.

Collection and Reporting Objectives

There are three main objectives of the reporting procedures.

TYLER COUNTY, TEXAS
FINANCIAL POLICIES AND PROCEDURES GUIDE FOR COLLECTION AND REPORTING
RESPONSIBILITIES

- The first objective is to obtain a complete accounting of the transactions of the office, whether in the form of a collection or disbursement.
- The second objective is to implement a vital element of internal control over reporting and collections. It is imperative to segregate duties within an office to the extent possible. This is achieved by not allowing clerks and office staff to have overlapping responsibility that will give them temptation to theft and fraud. Properly implemented internal controls will significantly reduce this risk. However, whether or not internal controls are in place, the elected official and/or department head is ultimately responsible for the collections, reports and daily tasks that take place within a county office. All officials and/or department heads should review and sign off on all documentation prepared and produced by office staff and should retain various office responsibilities to lessen the risk of theft of fraud.
- The final objective allows the County Auditor to fulfill the obligation to examine the financial reports of the official's office in compliance of LGC §115. The final objective can only be
- Achieved by implementing reporting responsibilities for your office. The monthly financial report allows an in house, comprehensive examination of the financial records on a timely basis.

Reporting Period

The monthly reporting period is established to begin on the first day of the month, and end on the last day of the month. Proper accounting of the fees collected by an office requires that revenues be reported in the period in which they were collected.

This period coincides with the reporting period of the Auditor's Office, which incorporates your financial records into the comprehensive financial reports of the County. Consistency between the reporting periods assists in the proper recording and reporting of revenues for the County.

Finally, this period is closely aligned with the reporting period of most financial institutions issuing bank statements related to your collections. Similar reporting periods reduce timing differences and facilitate completion of the bank reconciliations.

Time for filing Reports with the County Auditor

The monthly report and any related bank documentation shall be filed with the County Auditor's Office within ten business days after the last day of each month. In the event that the due date falls on a weekend or holiday the next business day becomes the due date.

TYLER COUNTY, TEXAS
FINANCIAL POLICIES AND PROCEDURES GUIDE FOR COLLECTION AND REPORTING
RESPONSIBILITIES

The time frame limit for filing reports with the Auditor's Office is necessary to accurately report the revenues collected by the various County offices in a timely manner. By submitting reports within ten days of months end, the Auditor's Office is able to review and include the revenues collected by your office in reports presented to Commissioner's Court and other parties as required.

One such requirement is the State of Texas criteria for reporting and remitting state court cost and arrest fees. If the County fails to remit the state fees by the state deadline the County may have to forfeit the 10% collection fee.

As a Side Note

The Auditor's Office is available to help you implement the requirements as outlined. If you have any question or concerns regarding these requirements, please contact Jackie Skinner at (409) 283-3652 or a member of the auditor's staff. Thank you for your cooperation regarding these procedures.



RESOLUTION

Regarding Civil Rights The County of Tyler, Texas

Whereas, the County of Tyler, Texas, (hereinafter referred to as "County of Tyler") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the County of Tyler in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Tyler, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Tyler, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the County of Tyler, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Tyler, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the County of Tyler, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Tyler, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the County of Tyler, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF TYLER, TEXAS, THAT THE COUNTY OF TYLER ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Policy (Appendix C);
6. Limited English Proficiency Plan (Form 1010); and
7. Fair Housing Policy (Exhibit 1015).

PASSED AND APPROVED this ____ day of _____, 2020.

Jacques Blanchette, County Judge
County of Tyler, Texas

ATTEST:

Donece Gregory County Clerk
County of Tyler, Texas



RESOLUTION

Regarding Civil Rights The County of Tyler, Texas

Whereas, the County of Tyler, Texas, (hereinafter referred to as “County of Tyler”) has been awarded Disaster Recovery funding through the Disaster Recovery Grant 20-066-016-C112 for the Texas General Land Office (hereinafter referred to as “GLO”);)

Whereas, the County of Tyler in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Tyler, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Tyler, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the GLO disaster recovery area;

Whereas, the County of Tyler, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Tyler, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the County of Tyler, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Tyler, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the County of Tyler, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF TYLER, TEXAS, THAT THE COUNTY OF TYLER ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Policy (Appendix C);
6. Limited English Proficiency Plan (Form 1010); and
7. Fair Housing Policy (Exhibit 1015).

PASSED AND APPROVED this ____ day of _____, 2020.

Jacques Blanchette, County Judge
County of Tyler, Texas

ATTEST:

Donece Gregory County Clerk
County of Tyler, Texas



Fair Housing Month Proclamation Proclamation of November as Fair Housing Month

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of November, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioner's Court of Tyler County, do proclaim November as Fair Housing Month in the County of Tyler and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the ____ day of November 20____.

Witness:

Title: _____

Witness:

Title: _____



Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), Tyler County hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Tyler County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of Tyler County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. Tyler County will introduce and pass a resolution adopting this policy.

As officers and representatives of Tyler County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Title

Date



Tyler County

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Tyler County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Tyler County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Tyler County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Tyler County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, Tyler County shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Tyler County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: Stevan Sturrock, County Commissioner Precinct #2, 100 W. Bluff St. Woodville, TX 75979 1(409)283-7013, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Stevan Sturrock, County Commissioner Precinct #2. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Stevan Sturrock, County Commissioner Precinct #2 and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the Tyler County relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the Tyler County within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the Tyler County complies with Section 504 and HUD regulations.

Signature/Title

Date



RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COUNTY OF TYLER, TEXAS OF THE COUNTY OF TYLER TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7220470.

WHEREAS, the County of Tyler, Texas has received a 2020 Texas Community Development Block Grant award to provide water improvements in the Tyler County Special Utility District, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Tyler, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF TYLER, TEXAS, AS FOLLOWS:

The County Judge and County Commissioner Precinct 2 and Emergency Management Coordinator be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2020 Texas Community Development Block Grant Program. The County Treasurer and her Assistant and the County Auditor and her Assistant be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2020 Texas Community Development Block Grant Program.

**PASSED AND APPROVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF TYLER,
TEXAS ON THIS DAY OF _____, _____, 2020.**

ATTEST"

Jacques L. Blanchette, County Judge
County of Tyler, Texas

Donece Gregory, County Clerk
County of Tyler, Texas



RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF TYLER COUNTY, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY PROGRAM (CDBG-DR) **BUYOUT/ACQUISITION CONTRACT NUMBER 20-066-016-C112.**

WHEREAS, Tyler County, Texas has received a 2017 Texas Community Development Block Grant-Disaster Recovery award to provide Housing Buyout/Acquisition Assistance;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-DR *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, Tyler County, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide CDBG-DR with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form*.

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

The (County Judge, County Emergency Manager, all Commissioners) be authorized to execute contractual documents between the Texas General Land Office and the County for the 2017 Community Development Block Grant – Disaster Recovery Program.

The (County Auditor, Assistant County Auditor, County Treasurer, Assistant County Treasurer) be authorized to execute the financial documents required for requesting funds approved in the 2017 Texas Community Development Block Grant -Disaster Recovery Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF TYLER COUNTY, TEXAS on _____, 2020.

Jacques L. Blanchette, COUNTY JUDGE

Attest:

Donece Gregory, COUNTY CLERK

Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF TYLER, TEXAS hereinafter called the "County", acting herein by Jacques Blanchette, County Judge, hereunto duly authorized, and DAVID J. WAXMAN, INC. hereinafter called "the Contractor", acting herein by David J. Waxman, Vice-President.

WITNESSETH THAT:

WHEREAS, the County of Tyler desires to implement the following: water improvements in Tyler County SUD (Rockland Service Area) . The project will be under the general direction of the Texas Community Development Block Grant Community Enhancement Program (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and

WHEREAS, the County desires to engage David J. Waxman, Inc. to render certain professional /administration services in connection with the TxCDBG Project 7220470.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than contract end date of the 2020 TxCDBG two year contract.
3. Local Program Liaison - For purposes of this Contract, County Judge Jacques Blanchette, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$32,000.00. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with

the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tyler County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

COUNTY OF TYLER, TEXAS

DAVID J. WAXMAN, INC.

Jacques Blanchette, County Judge

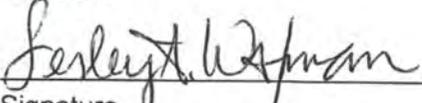


David J. Waxman, Vice-President

ATTEST:

ATTEST:

Donece Gregory, County Clerk



Signature

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

The County of Tyler shall reimburse David J. Waxman, Inc. for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount: \$32,000.00

Milestone / Task	% of Contract Fee
* Establishment of Recordkeeping System	5%
* Completion of Environmental/Special Conditions Clearance	20%
* Completion of all Acquisition Activities	10%
* Completion of the Bid/Contract Award Process	15%
* Labor Standards Compliance/Completion of Construction	15%
* Comply with EEO / Fair Housing Requirements	10%
* Program and Financial Management	15%
* Filing of all Required Close-out Information	10%
Total	<hr/> 100%

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the

parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County / County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**GRANT ADMINISTRATION SERVICES FOR
NON-HOUSING OR RENTAL/NON-RENTAL HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Tyler County (the “Subrecipient”) and Langford Community Management Services, Tax Identification Number 74-2804904(“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract as of October 13th, 2020 for grant administration services (the “Contract”) pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from Hurricane Harvey (2017) Floods; and

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

“[Benchmark](#)” or “[Billing Milestone](#)” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“[CDBG—DR](#)” means the Community Development Block Grant—Disaster Recovery administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

“[Contract Period](#)” means the period of time between the effective date of a contract and its expiration or termination date.

“[Deliverable](#)” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **[Attachment A](#)**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **[Attachment A](#)**, attached hereto and incorporated herein for all purposes.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “Generally Accepted Accounting Principles.”

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the statements in **[Attachment B](#)**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

“[GLO-Vendor Contract](#)” means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

“[Grant Administration Fee](#)” means the amount to be paid to Provider for all services performed for a Subrecipient.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Project” means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Langford Community Management Services selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Monthly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“Scope of Work” means Provider’s detailed project summary hereby incorporated for all purposes as **Attachment C**.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Solicitation” means Subrecipient’s Request for Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; Solicitation Documents; and Provider’s Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the disaster recovery program in areas affected under the CDBG—DR Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricane Harvey (2017) flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider’s Scope of Work **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider’s full and complete response to the RFP (“the Project”).

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider’s own efforts, the Subrecipient’s current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of 12% of grant awarded funds, reimbursable in increments as follows:

Application Preparation: \$0.00

Housing: Project Delivery & Administration Cost (not to exceed 12%)- \$331,366.00

The Grant Administration Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

Contract will be amended to be inclusive of dollar amount with funding of project.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

Benchmarks	Caps for Charging Project Delivery Costs	
	Incremental	Cumulative
Approval of Project Guidelines	15%	15%
15% of Project funds drawn by Subrecipient	15%	30%
25% of Project funds drawn by Subrecipient	15%	45%
50% of Project funds drawn by Subrecipient	15%	60%
75% of Project funds drawn by Subrecipient	15%	75%
100% of Project funds drawn/Activities closed by Subrecipient	20%	95%
Grant Completion Report accepted	5%	100%

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2018, Pub. L. No. 115-123 enacted on February 9, 2018, to facilitate disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation in the "most impacted and distressed" areas, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2017 Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

Tyler County

100 West Bluff St.

Woodville, TX 75979

Attention: Stevan Sturrock, County Commissioner Precinct #2

Provider

Langford Community Management Services, Inc.

2901 County Road 175

Leander, Texas 78641

Attention: Judy Langford, President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Tyler County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the CDBG-DR program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 13th day of October, 2020.

Tyler County

BY: _____
(Subrecipient's Authorized Representative)

Stevan Sturrock

(Printed Name)

County Commissioner Precinct #2

(Title)

BY: 

(Langford Community Management Services)

Judy Langford

(Printed Name)

President

(Title)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION Langford Community Management Services	DATE SUBMITTED 10/13/20

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR

Langford Community Management Services

AWARD NUMBER AND/OR PROJECT NAME

Tyler County 2017 GLO CDBG-DR Buyout Project

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Judy Langford, President

SIGNATURE



DATE

10/13/20

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



TEXAS GENERAL LAND OFFICE

GRANT ADMINISTRATION

SERVICES

SCOPE OF WORK

SCOPE OF SERVICES REQUESTED	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....	2
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE	5
GRANT ADMINISTRATION SERVICES – RENTAL HOUSING.....	7
GRANT ADMINISTRATION SERVICES – NON-RENTAL HOUSING.....	13

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.

vi. Labor and procurement duties:

- a. Provide all Labor Standards Officer (LSO) Services.
- b. Ensure compliance with all relevant labor standards regulations.
- c. Ensure compliance with procurement regulations and policies.
- d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

- a) Administrative Duties:
 - i. Develop and submit for approval rental guidelines.
 - ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
 - iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
 - v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
 - vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
 - vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
 - viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is “opened” and “closed” over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
 - ii. The property address;
 - iii. The homeowner's name;
 - iv. A checklist of housing components that may have received disaster damage, if any;
 - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
 - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
 - i. Contact the project owner to schedule a date and time to perform the field review.
 - ii. Travel to the project site.
 - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
 - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
 - v. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;

- d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
- a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
- a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
- a. 50% complete
 - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
- a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. Final inspection at 100% completion
 - e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
 - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
 - b. Travel to the project site.
 - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

- a) Administrative Duties:
 - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
 - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
 - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
 - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
 - a. creating eligibility procedures to lessen the fallout of applicants;
 - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
 - c. facilitating intake of applications from grant applicants;
 - d. performing eligibility reviews;
 - e. processing applications, including necessary communications;
 - f. capture applicant fallout reasons; and
 - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
 - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - b. The respondent may assist the subrecipient with:
 - i. Contacting the Homeowner to schedule a date and time to perform the field review.
 - ii. Traveling to the project site.
 - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;
 - ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01* or *11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
 - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
 - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
 - c. Assistance to the subrecipient may include:
 - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
- iii. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;
 - d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. knowledge of the local market rates and conditions.

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
 - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
 - a. 50% complete progress inspection
 - b. A final inspection at 100% complete
- vii. Assist the subrecipient with reconstruction inspections at:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
 - a. Travel to the project site.
 - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- a. Estimated amounts owed to the Contractor.

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**MISCELLANEOUS PROFESSIONAL LIABILITY
DECLARATIONS**

POLICY NO. 106982718

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	NAMED INSURED: LANGFORD COMMUNITY MANAGEMENT SERVICES, INC D/B/A: Principal Address: 2901 COUNTY ROAD 175 LEANDER, TX 78641-1608
ITEM 2	POLICY PERIOD: Inception Date: September 18, 2019 Expiration Date: September 18, 2021 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: (888) 460-6622 Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Miscellaneous Professional Liability Coverage

<p>ITEM 5</p>	<p>Only those coverage features marked “<input checked="" type="checkbox"/> Applicable” are included in this policy.</p> <div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;">MISCELLANEOUS PROFESSIONAL LIABILITY</p> <p>Limits of Liability: \$1,000,000 for each Claim; not to exceed \$1,000,000 for all Claims</p> <p>Additional Defense Coverage: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>Additional Defense Limit of Liability: Not Covered for all Claims</p> <p>Retention: \$2,500 for each Claim</p> <p>Prior and Pending Proceeding Date: September 18, 2018</p> <p>Retroactive Date: September 18, 2018</p> <p>Continuity Date: September 18, 2018</p> <p>Professional Services: Grant Writing and Administration</p> </div>
<p>ITEM 6</p>	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$5,862.00 Policy Premium</p> <p>\$2,931.00 Annual Installment Premium</p>
<p>ITEM 7</p>	<p>TYPE OF LIABILITY COVERAGE:</p> <p><input type="checkbox"/> Reimbursement</p> <p><input checked="" type="checkbox"/> Duty-to-Defend</p> <p>Only the type of liability coverage marked “<input checked="" type="checkbox"/>” is included in this policy.</p>

<p>ITEM 8</p>	<p>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: 75 %</p> <p>Additional Months: 12</p> <p>(If exercised in accordance with section III. CONDITIONS, O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)</p>
<p>ITEM 9</p>	<p>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: Not Applicable</p> <p>Additional Months: Not Applicable</p> <p>(If exercised in accordance with section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)</p>
<p>ITEM 10</p>	<p>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</p> <p><input checked="" type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not applicable</p> <p>Only those coverage features marked "<input checked="" type="checkbox"/> Applicable" are included in this policy.</p>
<p>ITEM 11</p>	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p>ACF-7006-0511; LIA-3001-0109; LIA-19097-0315; LIA-4028-0912; MPL-3001-0109; MPL-7003-0109; LIA-5041-1107</p>

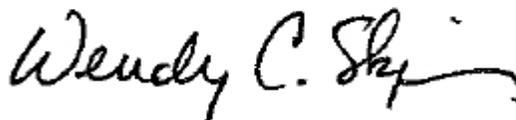
THE DECLARATIONS, THE APPLICATION, THE LIABILITY COVERAGE TERMS AND CONDITIONS, THIS LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



June 10, 2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC
2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

Re: Important Information about **Claims Information Line**

Dear **LANGFORD COMMUNITY MANAGEMENT SERVICES, INC**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Brian D Martin



**MISCELLANEOUS PROFESSIONAL LIABILITY
DECLARATIONS**

POLICY NO. 106982718

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	NAMED INSURED: LANGFORD COMMUNITY MANAGEMENT SERVICES, INC D/B/A: Principal Address: 2901 COUNTY ROAD 175 LEANDER, TX 78641-1608
ITEM 2	POLICY PERIOD: Inception Date: September 18, 2019 Expiration Date: September 18, 2021 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: (888) 460-6622 Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Miscellaneous Professional Liability Coverage

<p>ITEM 5</p>	<p>Only those coverage features marked “<input checked="" type="checkbox"/> Applicable” are included in this policy.</p> <div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;">MISCELLANEOUS PROFESSIONAL LIABILITY</p> <p>Limits of Liability: \$1,000,000 for each Claim; not to exceed \$1,000,000 for all Claims</p> <p>Additional Defense Coverage: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>Additional Defense Limit of Liability: Not Covered for all Claims</p> <p>Retention: \$2,500 for each Claim</p> <p>Prior and Pending Proceeding Date: September 18, 2018</p> <p>Retroactive Date: September 18, 2018</p> <p>Continuity Date: September 18, 2018</p> <p>Professional Services: Grant Writing and Administration</p> </div>
<p>ITEM 6</p>	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$5,862.00 Policy Premium</p> <p>\$2,931.00 Annual Installment Premium</p>
<p>ITEM 7</p>	<p>TYPE OF LIABILITY COVERAGE:</p> <p><input type="checkbox"/> Reimbursement</p> <p><input checked="" type="checkbox"/> Duty-to-Defend</p> <p>Only the type of liability coverage marked “<input checked="" type="checkbox"/>” is included in this policy.</p>

<p>ITEM 8</p>	<p>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: 75 %</p> <p>Additional Months: 12</p> <p>(If exercised in accordance with section III. CONDITIONS, O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)</p>
<p>ITEM 9</p>	<p>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: Not Applicable</p> <p>Additional Months: Not Applicable</p> <p>(If exercised in accordance with section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)</p>
<p>ITEM 10</p>	<p>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</p> <p><input checked="" type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not applicable</p> <p>Only those coverage features marked "<input checked="" type="checkbox"/> Applicable" are included in this policy.</p>
<p>ITEM 11</p>	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p>ACF-7006-0511; LIA-3001-0109; LIA-19097-0315; LIA-4028-0912; MPL-3001-0109; MPL-7003-0109; LIA-5041-1107</p>

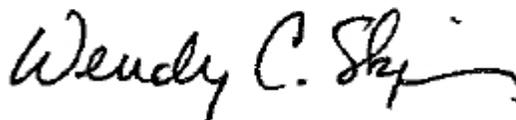
THE DECLARATIONS, THE APPLICATION, THE LIABILITY COVERAGE TERMS AND CONDITIONS, THIS LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



June 10, 2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC
2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

Re: Important Information about **Claims Information Line**

Dear **LANGFORD COMMUNITY MANAGEMENT SERVICES, INC**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Brian D Martin



One Tower Square
Hartford, CT 06183

06/10/2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.



Risk Management Helpline for Miscellaneous Professional Liability

Too often in today's increasingly litigious environment, as a professional, you can find yourself caught in the middle of a potential conflict with a customer or even a third party. To address these growing exposures, now more than ever, Travelers understands that you need high-quality risk management services provided by your professional liability carrier. Travelers is pleased to now offer a risk management helpline that provides up to one hour of free consultative risk management services through Litchfield Cavo, a premier professional liability defense law firm.* The helpline is confidential, and neither your identity nor any identifying details of your issue or question are disclosed to Travelers.

Risk management topics

The helpline has been structured to provide you with access to a confidential, knowledgeable and expert resource on a wide range of risk management topics, including:

- Risk management systems and procedures
- Ethics and professionalism
- Malpractice avoidance
- Customer relationships and conflicts
- Firm management, policies and procedures

Helpline instructions

The helpline can be accessed by any current Travelers insured with Miscellaneous Professional Liability coverage.

Call: 1.888.330.TRAV (8728)

Hours of operation: Monday – Friday,
8:00 a.m. – 5:00 p.m. EST (excluding holidays)

After taking relevant details and analyzing the problem, a legal professional from Litchfield Cavo will return your call and discuss the matter for up to one hour, at no cost to you or your firm.

* Assistance from Litchfield Cavo attorneys is not intended to replace your firm's need to hire counsel to assist in making risk management decisions.

About Litchfield Cavo

Litchfield Cavo is a defense-oriented law firm based in Chicago, Ill, with offices in nine states and over 150 lawyers. Their lawyers are highly experienced in professional liability defense matters.

Note: This service is available for consultation purposes only and is not to discuss actual claim situations. Any actual or potential claims must be reported to the Travelers Bond & Financial Products Claim department.



Please keep this card for easy access to Travelers risk management helpline:



Travelers helpline: 1.888.330.TRAV (8728)

Policy number: 106982718

Effective date: 09/18/2019

Website: rmplonline.com



travelersbond.com

The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

© 2012 The Travelers Indemnity Company. All rights reserved. Travelers and the Travelers Umbrella logo are registered trademarks of The Travelers Indemnity Company in the U.S. and other countries. 59454 New 12-12



One Tower Square
Hartford, CT 06183

06/10/2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183
(866) 904.8348

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Texas Insurer And Insurance Department Contact Information Notice

For information about this policy or to make a complaint, call Travelers toll-free at: 800.328.2189. Or write to Travelers at:

Travelers
One Tower Square
Hartford, Connecticut 06183

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 800.252.3439.

You may write the Texas Department of Insurance at:

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE –

INFORMACIÓN O QUEJAS - TEXAS

Usted puede llamar al numero de telefono gratis de Travelers para información o para someter una queja al: 800.328.2189.

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al: 800.252.3439.

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o Travelers primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de Información y no se convierte en parte o condicion del documento adjunto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Miscellaneous Professional Liability

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**



LIABILITY COVERAGE TERMS AND CONDITIONS

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS.
PLEASE READ THE POLICY CAREFULLY.**

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

I. GENERAL

These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these Liability Coverage Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

II. DEFINITIONS

Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. **Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If "Not Applicable" is shown as the amount of any **Liability Coverage's Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.
- B. **Annual Reinstatement of the Liability Coverage Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.
- C. **Application** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.
- D. **Change of Control** means:
 - 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
 - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- E. **Claim** has the meaning set forth in the applicable **Liability Coverage**.

- F. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- G. **Executive Officer** has the meaning set forth in the applicable **Liability Coverage**.
- H. **Financial Insolvency** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.
- I. **Foreign Parent Corporation** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.
- J. **Insured** has the meaning set forth in the applicable **Liability Coverage**.
- K. **Insured Organization** has the meaning set forth in the applicable **Liability Coverage**.
- L. **Insured Person** has the meaning set forth in the applicable **Liability Coverage**.
- M. **Liability Coverage** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.
- N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.
- O. **Liability Coverage Shared Limit of Liability** means the amount set forth in ITEM 12 of the Declarations. If "Not Applicable" is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.
- P. **Liability Policy** means, collectively, the Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, and any endorsements attached thereto.
- Q. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.
- R. **Loss** has the meaning set forth in the applicable **Liability Coverage**.
- S. **Named Insured** means any entity named in ITEM 1 of the Declarations.
- T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.
- U. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
 2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and
 4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy**, if such time is less than one year.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- X. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- Y. **Subsidiary** has the meaning set forth in the applicable **Liability Coverage**.
- Z. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).
- AA. **Wrongful Act** has the meaning set forth in the applicable **Liability Coverage**.

III. **CONDITIONS**

A. **TERRITORY**

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

B. **RETENTION**

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

C. LIMITS OF LIABILITY

1. Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. Liability Coverage Shared Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**.

3. Annual Reinstatement of the Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the **Declarations** includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
 - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. **INSURED'S DUTIES IN THE EVENT OF A CLAIM**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. **NOTICE OF POTENTIAL CLAIMS**

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. **RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. **SUBROGATION**

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

J. **RECOVERIES**

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and
 4. fourth, to the **Insured** in satisfaction of any applicable Retention;
- provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

L. ACQUISITIONS

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

N. FOREIGN PARENT CORPORATION COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

P. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

Q. CANCELLATION

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

R. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

S. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

T. ASSIGNMENT

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

V. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

W. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

X. ENTIRE AGREEMENT

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

Y. HEADINGS

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following is added to section **II. DEFINITIONS**:

Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section **III. CONDITIONS**:

SANCTIONS

This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section **III. CONDITIONS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**

LIA-19097 Ed. 03-15

© 2015 The Travelers Indemnity Company. All rights reserved.

4. The following is added to section **III. CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section III. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, then this section III. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section III. CONDITIONS, P. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following replaces the first paragraph of section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD**:

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section **III. CONDITIONS, U. REPRESENTATIONS**:

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106982718**

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

AUTOMATIC REPORTING PERIOD

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106982718**



MISCELLANEOUS PROFESSIONAL LIABILITY

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ ALL TERMS CAREFULLY.**

I. INSURING AGREEMENTS

- A. The Company will pay on behalf of the **Insured, Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period for a **Wrongful Act**.
- B. The Company will reimburse the **Insured** for **Disciplinary Proceeding Expenses** incurred in responding to a **Disciplinary Proceeding** commenced during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period. The maximum amount available for **Disciplinary Proceeding Expenses** will be \$25,000 for each **Policy Period**, regardless of the number of **Disciplinary Proceedings**, and any payment made hereunder will not be subject to a Retention and will not reduce any applicable limit of liability.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type have the meanings set forth in this section **II. DEFINITIONS**:

- A. **Claim** means:
1. a written demand for monetary damages or non-monetary relief;
 2. a civil proceeding commenced by service of a complaint or similar pleading;
 3. a formal administrative or regulatory proceeding, other than a **Disciplinary Proceeding**, commenced by filing of a notice of charges, formal investigative order, service of summons, or similar document;
 4. an arbitration, mediation, or other alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
 5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a **Wrongful Act**.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.

- B. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board, or agency to investigate charges of professional misconduct in the performance of **Professional Services**.
- C. **Disciplinary Proceeding Expenses** means reasonable and necessary fees, costs, and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary Proceeding**, provided that **Disciplinary Proceeding Expenses** do not include:
1. fines, penalties, or sanctions assessed against any **Insured**; or
 2. expenses, salaries, wages, benefits, or overhead of, or paid to, any **Insured**.

- D. Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:
1. who is on the payroll of the **Insured Organization**, including:
 - a. any in-house general counsel of the **Insured Organization**; and
 - b. any other full-time, part-time, temporary, and seasonal workers; or
 2. whose services have been leased to the **Insured Organization**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the **Wrongful Act**.

- E. Executive Officer** means a member of the board of directors, officer, natural person partner, principal, risk manager, or **LLC Manager**, in-house general counsel of the **Insured Organization** or a functional equivalent thereof.

- F. Insured** means the **Insured Persons** and the **Insured Organization**.

- G. Insured Organization** means the **Named Insured**, any **Subsidiary**, and any such entity as debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

- H. Insured Person** means any natural person who was, is, or becomes a member of the board of directors, officer, **Employee**, partner, or **LLC Manager** of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such.

In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives, or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- I. Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, compensatory damages, punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:
1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, penalties, the multiplied portion of any multiplied damage award, any return, withdrawal, restitution or reduction of professional fees, profits, or other charges, or damages or types of relief deemed uninsurable under applicable law;
 2. amounts that constitute the cost of complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief; or
 3. any amount allocated to non-covered loss pursuant to section **III. CONDITIONS. P. ALLOCATION** of the Liability Coverage Terms and Conditions.

- J. Personal Injury** means:

1. false arrest, detention, or imprisonment, or malicious prosecution;
2. the publication or utterance of libel, slander, or other defamatory or disparaging material;
3. invasion, infringement, or interference with the rights of privacy;
4. wrongful entry or eviction; or
5. invasion of the right of private occupancy.

- K. Professional Services** means only those services performed for others set forth in ITEM 5 of the Declarations.

- L. Subsidiary** means:

1. any corporation, partnership, limited liability company, or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 in the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such

- entity's board of directors, board of trustees, board of managers, natural-person general partners, or functional equivalent; and
2. subject to the provisions set forth in section **III. CONDITIONS L. ACQUISITIONS** of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural-person general partners or functional equivalent.

M. Wrongful Act means any actual or alleged act, error, omission, misstatement, misleading statement, or breach of duty or neglect by or on behalf of, or any matter asserted against, an **Insured** in the rendering of or failure to render **Professional Services**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person.
3. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of any **Pollutant**;
 - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
 - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**.
4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative, or regulatory proceeding against any **Insured** as of the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** occurring prior to any applicable Retroactive Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
7. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties, or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state, or local law or

regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state, or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or dependent in, any employee benefit plan, fund, or program, including contracts or agreements which are not subject to the provisions of ERISA.
10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of any spouse or person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law, of any **Insured**.
11. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured** or any entity that at the time the **Wrongful Act** is committed, or the date the **Claim** is made,:
 - a. is owned, operated, or controlled by any **Insured**;
 - b. owns, operates, or controls any **Insured**; or
 - c. any **Insured** is a member of the board of directors, officer, member of the board of managers, partner or principal stockholder.
12. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
13. The Company will not be liable for **Loss** for any **Claim** for:
 - a. plagiarism; or
 - b. misappropriation, infringement, or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights.
14. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
15. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Personal Injury**.
16. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any discrimination, humiliation, harassment, or misconduct by an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local, or other law.
17. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any commingling of, or failure to segregate, funds or assets by any **Insured**.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any criminal, dishonest, or fraudulent act;
 - b. committing any willful violation of any statute, rule, or law; or
 - c. gaining any profit, remuneration, or advantage to which such **Insured** was not legally entitled,

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such criminal, dishonest, or fraudulent act, or willful violation of statute, rule, or law, or gained such profit, remuneration, or advantage to which such **Insured** was not legally entitled.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the Exclusions set forth in section III. **EXCLUSIONS**.

V. CONDITIONS

A. RETENTION

This section V. **CONDITIONS A. RETENTION** supplements and does not replace section III. **CONDITIONS B. RETENTION** of the Liability Coverage Terms and Conditions.

If any **Claim** alleges that an **Insured** committed any criminal, dishonest or fraudulent act or omission or any willful violation of any statute, rule, or law, or gained any profit, remuneration, or advantage to which such **Insured** was not legally entitled, then no retention will apply to **Defense Expenses** resulting from such **Claim**, and the Company will reimburse the **Insured Organization** for any **Defense Expenses** paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or
2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection. As a condition of any reimbursement of **Defense Expenses** as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstated after payment by the Company.

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the applicable limit of liability.

C. LIMIT OF LIABILITY

This section V. **CONDITIONS C. LIMIT OF LIABILITY** supplements and does not replace section III. **CONDITIONS C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions.

The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** will not exceed the applicable limit of liability for each **Claim** set forth in ITEM 5 of the Declarations for this **Liability Coverage**, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established.

D. OTHER INSURANCE

This **Liability Coverage** applies as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**. This **Liability Coverage** will not be subject to the terms of any other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECT AND ENGINEER SERVICES EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Miscellaneous Professional Liability

It is agreed that:

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** :

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the rendering of or failure to render services as an architect or engineer.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) written notice, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect **(sixty) (60)** days (number of days must equal or exceed sixty (60) days) before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60th) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61st) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

- A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
- B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
- C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106982718**

REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10, 000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs:</u> In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
---------------------	---	--------------------------------------

Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.

<p>≥\$10,000</p>	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><u>§60-1.4(b) Equal opportunity clause:</u></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)</p>
------------------	--	---

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]</p>	
--	--	--

CONSTRUCTION CONTRACTS

<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
---	---	--

<p>>\$2,000</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>≥\$100,000</p>	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000</p>	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Langford Community Management Services, Inc.
Leander, TX United States

Certificate Number:
2020-684609

Date Filed:
10/30/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tyler County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017 CDBG-DR- Buyouts
Grant Administrative Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hardin, Margaret	Leander, TX United States	X	
	Langford, Judy	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

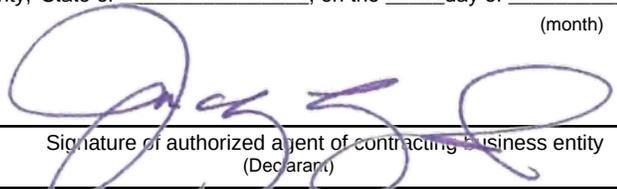
6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12/25/60.

My address is 2901 CR 175, Leander, TX, 78641, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 13th day of October, 2020.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)