

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
March 27, 2009 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 27<sup>th</sup> day of March, 2009 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the  
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to  
wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
MIKE MARSHALL	COMMISSIONER, PCT. #3
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: Commissioner Walston thereby constituting a quorum. In addition to the above were:

JOYCE MOORE	COUNTY AUDITOR
DAVID HENNIGAN	SHERIFF
JOE R SMITH	CRIMINAL DISTRICT ATTORNEY
MELISSIE EVANS	DISTRICT CLERK

Judge Blanchette and Commissioner Marshall being the only court members present. Judge delayed the meeting until a quorum was present.

Commissioners Hughes and Nash entered the meeting at 8:35 am. A quorum being present, court opened in session.

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to approve the minutes of March 13<sup>th</sup> and March 19<sup>th</sup>, as presented. All voted yes and none no.

**Commissioner Nash** motioned to approve the **official bonds of Robert LeBouf as treasurer of Emergency Services District #2 and Lynette Cruse, Tax Assessor/Collector. Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED BONDS

A motion was made by **Commissioner Nash** to contract with Patillo, Brown and Hill, CPA to do the **2008 Audit** at a cost of not more that \$25,000, as requested by the **County Auditor. Commissioner Hughes** seconded that motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Marshall** to approve the final payment to Belt, Harris & Associates for the **2007 Audit**, in the amount of \$ 4014.75. All voted yes and none no. SEE ATTACHED MEMO

Commissioner Marshall presented the need to hire a firm to assess mold issues in the **Criminal District Attorney's building** and in the **county jail**. The District Clerk stated the courthouse should also be assessed for mold, especially her office and that of Judge Stover's. Commissioner Marshall indicated a cost of \$825 for samples. Mr. Smith reported that FEMA indicated they would pay for the remediation of the mold. A motion was made by **Commissioner Marshall** to hire ERI to take samples and assess the mold in the **Criminal District Attorney's building** and in the **county jail. Commissioner Nash** seconded the motion. All voted yes and none no. SEE ATTACHED PROPOSAL

**Sheriff Hennigan** proposed contracting with a company to manage federal reimbursement for housing foreign born inmates that have been arrested in the county. The company's commission is 22.5 percent of the federal reimbursement. Sheriff Hennigan stated this would be at no expense to the county; and, would have no affect on the overcrowding issue. Joe Smith has reviewed the contract and reported that juvenile probation uses a similar program. **Commissioner Marshall** motioned to utilize the service of Justice Benefits to administer federal funding for housing foreign-born inmates in the county jail. **Commissioner Nash** seconded the motion. All voted yes and none no.

Due to the rain fall over the last two nights, no action was taken toward extending the **burn ban**.

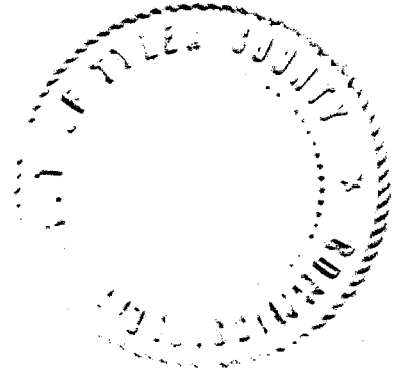
Commissioner Nash motioned the meeting adjourned. Commissioner Hughes seconded the motion. All voted yes and none no.

THERE BEING NO FURHTER BUSINESS, THE MEETING ADJOURNED..9:00 a.m.

I, Donece Gregory, County Clerk and ex-officio member of the Tyler County Commissioners' Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on March 27, 2009.

SIGNED THIS 6th DAY OF APRIL, 2009.

ATTEST:  Donece Gregory, County Clerk



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Tyler } ss

BOND No. OFF. **15853780**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robert LeBouef, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County of Tyler, his successors in office,

in the sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000 ),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

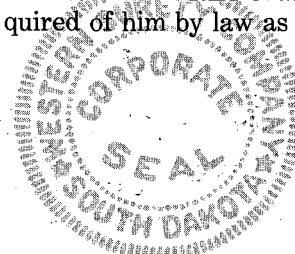
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 23rd day of March, 2009.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 23rd day of March, 2009, duly Elected to the office of Treasurer, Rural in and for Tyler Fire Dist #1

County, State of Texas, for a term of 2 year commencing on the 23rd day of March, 2009.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall<sup>4</sup>



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Robert LeBouef  
Principal  
WESTERN SURETY COMPANY

Countersigned  
By [Signature]  
Resident Agent

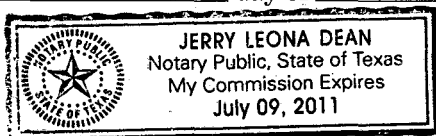
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Tyler } ss

Before me, Jerry Dean on this day, personally appeared Robert LeBouef, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 23rd day of March, 2009.



Jerry Dean  
Jerry Dean  
Tyler County, Texas

SEAL

Western Surety Company  
1-605-336-0850

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

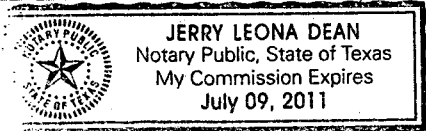
SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, **Robert LeBouef**, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of **Treasurer of Emergency Services Dist. #2**, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward ~~for the giving or withholding a vote at the election at which I was elected.~~ <sup>to secure my appointment</sup> So help me God.

Signed *Robert LeBouef*

Sworn to and subscribed before me at **Woodville**, Texas, this **23rd** day of **March**, **2009**.



SEAL \_\_\_\_\_ **Tyler** County, Texas

THE STATE OF TEXAS }  
County of **Tyler** } ss

The foregoing bond of **Robert LeBouef** as **Treasurer of ESD #2** in and for **Tyler** County and State of Texas, this day approved in open Commissioner's Court.

ATTEST *Donece Gregory* Clerk  
**Donece Gregory**  
County Court **Tyler** County

Date **March 27**, **2009**  
*Jacques L. Blanchette* County Judge,  
**Jacques L. Blanchette**  
**Tyler** County, Texas

THE STATE OF TEXAS }  
County of **Tyler** } ss

I, **Donece Gregory**, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, **2009**, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, **2009**, at **9:00** o'clock **A** M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in **Woodville**, Texas, the day and year last above written.

*Donece Gregory* Clerk  
**Donece Gregory**

By \_\_\_\_\_ Deputy County Court **Tyler** County

# OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum.	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court.	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of

\_\_\_\_\_, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,  
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his  
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses  
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik  
Notary Public

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 68998376

That we, Lynnette Cruse, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto<sup>1</sup>. Tyler County Commissioners Court, his successors in office, in the sum of <sup>2</sup>Twenty-Three Thousand Five Hundred and 00/100 DOLLARS (\$23,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of February, 2009.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed to the office of Tax Assessor/Collector in and for <sup>3</sup>Tyler County, State of Texas, for a term of one year commencing on the 20th day of April, 2009.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform her duties as assessor-collector.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

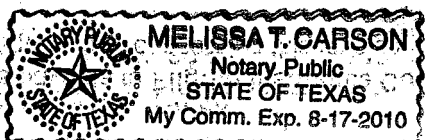
Lynnette Cruse Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Tyler } ss

Before me, ~~Lynnette Cruse~~ Melissa T. Carson on this day, personally appeared Lynnette Cruse, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 20th day of March, 2009.



Melissa T. Carson  
Tyler County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

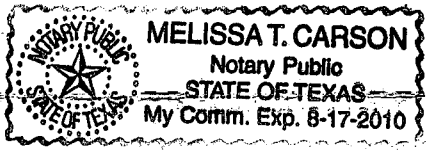
SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Lynnette Cruse, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Tax Assessor/collector, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Lynnette Cruse

Sworn to and subscribed before me at Woodville, Texas, this 20<sup>th</sup> day of March, 2009



SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST Donna S. [Signature] Clerk  
County Court \_\_\_\_\_ County

Date March 27, 2009  
Jacques [Signature] County Judge  
County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

By \_\_\_\_\_ Deputy \_\_\_\_\_ County Court \_\_\_\_\_ County



## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 16th \_\_\_\_\_ day of

February \_\_\_\_\_, 2009, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



*S. Petrik*

Notary Public

	<b>OFFICIAL BOND AND OATH</b>	On Behalf of	<i>Kynnette Cruse</i>	Principal	<i>Tax Assessor/Collector</i>	Official Title	<i>Tyler County</i>	Texas	Filed the _____ day of _____	at _____ o'clock _____ M.	Clerk	County Court _____ County, Texas
--	-------------------------------	--------------	-----------------------	-----------	-------------------------------	----------------	---------------------	-------	------------------------------	---------------------------	-------	----------------------------------

County Judge  
8:30 3-23-09 faxed to  
Comm. AP

**M E M O**

**TO: TYLER COUNTY COMMISSIONERS' COURT**

**FROM: JOYCE MOORE <sup>AM</sup>**

**DATE: MARCH 20, 2009**

**SUBJECT: 2008 COUNTY AUDIT**

**A few days ago I sent you a memo with information on the balance due on our 2007 audit to Harris, Belt and Associates, LLP out of Houston.**

**I have been in contact with Pattillo, Brown and Hill, CPA's out of Waco who can do our 2008 audit. On the attached e-mail you will see that they will do the audit for no more than \$25,000.00. I let them know that we needed the audit by 09/30/09 to comply with our grant funding. As you can see in the e-mail, they said they would honor this request. I will need to let them know as soon as possible to be put on their schedule. They said they will have to be here three weeks instead of two because of the Grants we have.**

**The Probation Departments audits by PBH went up considerably, and they tried to shop for another auditor to do them for less. No one would do it for what PBH charged. I guess these audits are really getting expensive for everyone.**

**I will be having back surgery on April 1 and would like to get this settled before then since I will have to be out three weeks after the surgery. Please let me know what you want to do so I can get the audit set up.**

**Thank you.**

 IS A REVERSE MORTGAGE RIGHT FOR YOU? 

Click Your State  
 Alabama  
 Alaska  
 Arizona  
 Arkansas

YOUR RETIREMENT.COM

Mail | Contacts | Calendar | Notepad | What's New? | Mobile Mail | Options

Check Mail | Compose | Search Mail | Search the Web

cure arthritis with a raisin

Folders [Add]  
 Inbox (26)  
 Drafts (6)  
 Sent  
 Spam [Empty]  
 Trash [Empty]

Chat & Mobile Text  
 I am Online

Search Shortcuts  
 My Photos  
 My Attachments

ADVERTISEMENT  
 SAVE BIG ON PHONE SERVICE!

Previous | Next | Back to Messages | Mark as Unread | Print

Delete | Reply | Forward | Spam | Move

RE: Tyler County 2008 Audit  
 From: "John Manning" <JkManning@pbhcpa.com>  
 To: tylcoaud@yahoo.com  
 Tuesday, March 17, 2009 2:01 PM

*Response from Auditor jm*

Joyce,  
 Thanks for getting back to me. We will commit to a fee not to exceed \$25,000. Depending on the grants, we might come in under that fee. We have never exceeded the fee that we have quoted you in the past. I also think that County officials were happy with our work. We will also commit to having you a draft on 7/30/09 if we have all the items needed form you. Also, we have only been away for one year so we are familiar with your operation.

I know this fee is higher than before. The auditing standards have created a lot more work for us that increased our fees for all of our clients.

Please let me know if you have any other questions and as always, thanks for keeping our firm in mind. We look forward to working with you again.

John

-----Original Message-----  
 From: JOYCE MOORE [mailto:tylcoaud@yahoo.com]  
 Sent: Monday, March 16, 2009 2:40 PM  
 To: John Manning  
 Subject: RE: Tyler County 2008 Audit

--- On Mon, 3/16/09, John Manning <JkManning@pbhcpa.com> wrote:

> From: John Manning <JkManning@pbhcpa.com>  
 > Subject: RE: Tyler County 2008 Audit  
 > To: tylcoaud@yahoo.com  
 > Date: Monday, March 16, 2009, 8:20 AM  
 > Joyce,  
 >  
 > I see that you want a specific price for the audit. I need  
 > a few things  
 > answered prior to a final fee.  
 >  
 > 1. Are you guys a federal Single Audit? Yes  
 Grants we are working now:

- TXCDBG Water Improvements Grant, TXCDBG Small Business Loan Grant, Help American Vote Act Grant, Disaster Relief Grant(FEMA). TXCDBG Disaster Recovery Project(\$1,698,392.73 Receipts), '07 TXCDBG Flood Disaster Recovery Project, Tyler County Disaster Project Round II, DETCOG Social Services Block Grant

> 2. Can you let me know why the criminal district attorney  
 > is involved with  
 > the prior auditors? There is nothing legally wrong in Tyler County.

The prior auditors quoted a fee of \$10,850.00 to do the audit. When we received the final invoice, it was for \$29,000.00 plus. We were charged for work that was usually performed by PBH without a charge - things like going to the individual offices, going journal entries, backtracking to get a cash number, etc. We finally got a sizable reduction on the fee but will be paying more than we agreed to at the time the proposal was accepted. I did not think we got a good audit, and several of my officials informed me that they felt the same. It is our practice to ask the CDA his opinion upon any controversy. Upon reading the letter from the auditor and his intentions for the '08 year, the CDA felt we should pay the additional fee and obtain another auditor to do the '08 audit. We did not receive our audit by the 09/30/2008 date that we are to have it in to continue our grant funding, and our funds got put on hold until it was received. It is very important that we get the audit by 09/30/2009.

>  
 > These two things will have a great bearing on the fee.  
 > Please let me know  
 > as soon as possible and I will get you an accurate fee.  
 >  
 > Also, have you had a chance to look at the Adult Probation

*V. County Judge*

**M E M O**

**TO: TYLER COUNTY COMMISSIONERS' COURT**

**FROM: JOYCE MOORE, COUNTY AUDITOR**

**DATE: MARCH 16, 2009**

**SUBJECT: 2008 AUDIT OF TYLER COUNTY**

**I have attached correspondence between my self and Belt, Harris & Associates, LLP. I have also shared the same with Joe Smith our Criminal District Attorney.**

**Mr. Belt offers to re-negotiate the final invoice on our 2007 audit as follows:**

<b>Final Invoice</b>	<b>\$ 29,108.75</b>
<b>*One time credit</b>	<b>( 14,244.00)</b>
<b>Tyler Co. Payment</b>	<b>( 10,850.00)</b>

**Balance Due           \$ 4,014.75**

**\*The credit will be issued when the balance due is paid.**

**After speaking with Joe Smith, he suggests that we pay the balance due and retain another auditor for the 2008 audit. According to the letter, we could very likely have the same problem next audit, and if we do not pay for what is considered additional work, our audit would be stopped and filed 'as is' at that time.**

**This will need Commissioners' Court action to pay and/or obtain another auditor. Please let me know is I can be of further assistance.**

**Thank you.**



*County of the Dogwood Festival*

**JOYCE MOORE**

TYLER COUNTY AUDITOR  
100 WEST BLUFF ROOM 106  
WOODVILLE, TEXAS 75979



(409) 283-3652

March 2, 2009

Belt, Harris & Associates, LLP  
730 Post Oak Rd., Ste. 401  
Houston, TX 77024

RE: Tyler County, Texas Audit FY 2008

I am writing to inquire if Belt, Harris & Associates, LLP are planning to perform the 2008 audit of Tyler County, Texas. You accepted this task two years ago, and I need to know if you still intend to do the audit.

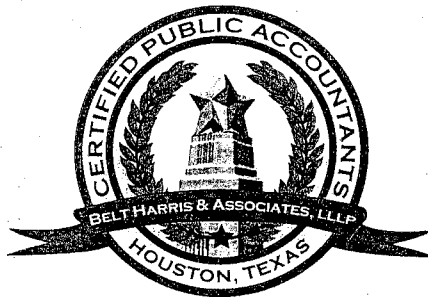
I know that you submitted a billing substantially more than the quoted amount for the 2007 audit. This bill was submitted to the Tyler County Commissioners' Court and was not approved for payment. I am sure this action will have a bearing on your decision.

Please let me know of your intentions so that I may obtain an auditor for our audit if necessary. Thank you for your assistance.

Sincerely,

Joyce Moore  
County Auditor

jm



March 4, 2009

Joyce Moore, County Auditor  
Tyler County Texas  
100 West Bluff Room 106  
Woodville, TX 75979

Mrs. Moore,

In regards to your letter dated March 2, 2009 concerning our agreement with Tyler County (the "County") to perform the audits for the years ended December 31, 2007 and 2008, it is our intention to honor the agreement. Similarly (the County) should "fulfill its obligations" under the agreement. As specified in the engagement letter, and is common practice, the County should be responsible for the accuracy of its records and prepare in advance of the audit by assembling the records requested. If the County is unable to fulfill its responsibility it should compensate us for the additional time expended as "specified" in the agreement, or accept our opinion on the County's records "as is", prior to our correction of such records.

We would be pleased to begin the audit for the year ended December 31, 2008 when the County has completed its year end closing process, assembled the records requested for the audit, and paid the open balance. We will agree to issue a one-time credit of \$14,244 against the (final invoice) when the remaining balance is paid, in the spirit of working with the County to resolve this matter. We would like to note, that the County was previously billed, and the County paid, for our additional services to help facilitate completion of the audit in our initial invoice 1132 dated March 31, 2008 for \$1,950. The County could have notified us at that time if it did not intend to pay for our additional services, rather than allowing us to continue to spend additional time on behalf of the County and subtracting that amount from the final amount paid by the County.

In performing our audit for the year ended December 31, 2008, we will not expend any additional time on behalf of the County unless approved in advance in writing. We will notify the County of any matters that need to be resolved to facilitate our completion of the audit, and if not resolved by the County in a timely manner, we will express our opinion on the financial statements "as is". We will again send, well in advance of the start of audit fieldwork, a list of items need for the audit to allow you to assemble the records requested. We will not begin the audit until the records have been assembled and the checklist, as provided for the previous audit, has been completed by the County and returned to us.

Thank you in advance for working with us to resolve this matter.

Sincerely,

Robert Belt, CPA

Cc County Judge, Commissioners Court, District Judge



**ERI CONSULTING, INC.**

P. O. Box 2024, Tyler, Texas 75710  
2028 Republic Drive, Suite A, Tyler, Texas 75701  
Ph: (903) 534-5001 Fax: (903) 534-8701  
www.ericonsulting.com

February 11, 2009

Mr. Robert Brittain  
Tyler County Maintenance Director  
100 W. Bluff  
Woodville, Texas 75979

**Re: Proposal - Mold Assessment - District Attorney Office Building, Woodville, Texas**

Dear Mr. Brittain:

ERI Consulting, Inc. is pleased to submit a proposal for a Texas Department of State Health Services (TDSHS) mold assessment at the above building. We estimated approximately 4 hours technician time for the investigation and approximately 3 hours of consultant time for report preparation. We estimate 6 samples will need to be collected and analyzed in our TDSHS licensed laboratory. The sampling will be conducted by a TDSHS Mold Technician. Our rates are as follows:

- Air-O-Cell samples standard count/ID @ \$45.00/sample
- Swab samples standard count/ID @ \$45.00/sample
- TDSHS Mold Technician @ \$75.00/hr.
- TDSHS Mold Consultant @ \$85.00/hr.

Our services will be billed at our standard schedule of charges and may vary somewhat, depending on the number of samples necessary to document the assessment. We estimate our total fees at \$825.00. Please find enclosed the TDSHS Consumer Mold Information Sheet. Please sign the acceptance statement below, indicating that you have read the information sheet and that you are retaining our services. If mold remediation is required, preparation of a remediation protocol by a TDSHS licensed mold consultant and post-remediation clearance sampling would involve additional fees.

If you have any questions concerning our proposal, or if we can be of further service to you, please call our office at (903)534-5001. We look forward to working with you on this project.

Sincerely,

*Michael Taylor*  
Michael Taylor

903-522-1214



**ERI Consulting, Inc.**

Mr. Brittain  
February 11, 2009  
page 2 of 2

**ACCEPTANCE STATEMENT:**

***Re: Proposal - Mold Assessment - District Attorney Office Building, Woodville, Texas***

We have read and reviewed the TDSHS Consumer Mold Information sheet and wish to retain the services of ERI Consulting, Inc., as outlined in the proposal letter dated February 11, 2009.

*ERI is "going green."  
Please provide your email address  
for future correspondence  
to be conducted electronically.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
email address

Payment terms are 15 days net + A finance charge of 1.5% per month  
will be added to all accounts over 30 days



**TEXAS**  
Department of  
State Health Services

## CONSUMER MOLD INFORMATION SHEET\*

### Regulation of Mold Assessment and Remediation in Texas

How are businesses that do testing for mold or mold cleanup regulated? Such businesses are now regulated by the Department of State Health Services (DSHS), based on legislation passed in 2003 (Texas Occupations Code, Chapter 1958). Under the Texas Mold Assessment and Remediation Rules (Rules) (25 TAC §§295.301-295.338), all companies and individuals who perform mold-related activities will have to obtain appropriate licensing from the department by January 1, 2005. Applicants must meet certain qualifications, have required training and pass a state exam in order to receive their licenses. Mold remediation workers must have training and be registered with the department. Laboratories that analyze mold samples must also be licensed and meet certain qualifications. The rules set minimum work standards that licensees must follow and require them to follow a code of ethics. To prevent conflicts of interest, the rules also prohibit a licensee from conducting both mold assessment and mold remediation on the same project.

How can I know if someone is licensed? A licensed individual is required to carry a photo ID issued by the department with a license number on it. The names of currently licensed companies and individuals are available on the Mold Licensing Program website at: [www.dshs.state.tx.us/boh/mold](http://www.dshs.state.tx.us/boh/mold).

What is "mold assessment?" Mold assessment involves an inspection of a building to evaluate whether mold growth is present, and to what extent. Samples may be taken to determine the amount and types of mold that are present; however, sampling is not necessary in many cases. A mold assessment consultant is responsible for developing a mold remediation protocol, that specifies the estimated quantities and locations of materials to be remediated, the proposed methods to use and clearance criteria that must be met.

What is meant by "clearance criteria?" Clearance criteria refer to the level of "cleanliness" that is to be achieved by the persons conducting the mold clean up. It is very important that you understand and agree with the assessor prior to starting the project what an acceptable clearance level will be, including what will be acceptable results for any air sampling or surface sampling for mold.

There are no national or state standards identifying a "safe" level of mold. Mold spores are a natural part of the environment that are always present at some level in the air and on surfaces all around us. See below for more information about post-remediation assessments.

What is "mold remediation?" Mold remediation is the clean up and removal of mold growth from surfaces and/or contents in a building. It also refers to actions taken to prevent mold from growing. Mold remediators must follow the mold remediation protocol described above and their own mold remediation work plan that provides specific instructions and/or standard operating procedures for how the project will be done.

Before a remediation project can be deemed successful, a post-remediation assessment must be conducted by a mold assessment consultant. This is an inspection to ensure that the work area is free from all visible mold and wood rot, the project was completed in compliance with the remediation protocol and remediation work plan, and meets all clearance criteria that were specified in the protocol. The assessment consultant must give you a passed clearance report documenting the results of this inspection. If the project fails clearance, further remediation as prescribed by a consultant will be necessary.

What is a Certificate of Mold Remediation? No later than 10 days after a mold remediation job has passed a clearance inspection, the remediation contractor is required to give you a Certificate of Mold Remediation. This certificate must also be signed by the licensed mold assessment consultant who conducted the post-remediation assessment. The consultant is required to state on the certificate that the mold contamination identified for the project has been remediated and whether or not the underlying cause of the mold has been corrected. (That work may involve other types of professional services that are not regulated by these rules, such as plumbers or carpenters.) Receiving a Certificate of Mold Remediation documenting that the underlying cause of the mold was remediated is an advantage for a homeowner. This certificate prevents an insurer from making an underwriting decision on the residential property based on previous mold damage or a claim for mold damage. If you later sell your property, the law requires that you provide the buyer a copy of all Certificates of Mold Remediation you have received for that property.

**How is a property owner protected if a mold assessor or remediator does a poor job or actually damages the property?** The rules require licensees to have commercial general liability insurance in the amount of \$1 million, or be self-insured, to cover any damage to your property. Before hiring anyone, you should ask for proof of such insurance coverage. You may wish to inquire if the company carries additional insurance, such as professional liability/errors and omissions (for consultants) or pollution insurance (for contractors), that would provide additional recourse to you, the consumer, should the company fail to perform properly.

**How is my confidentiality protected if I share personal information about myself with a company?** The code of ethics in the rules states that licensees are required to the extent required by law, to keep confidential any personal information about a client (including medical conditions) obtained during the course of a mold-related activity. If you desire more privacy, you may be able to negotiate a contract to include language that other personal information be kept confidential unless disclosure "is required by law." However, licensees are required to identify dates and addresses of projects and other details that can become public information.

**How do I file a complaint about a company?** Anyone who believes a company or individual has violated the rules can file a complaint with the Department of State Health Services. For more information on this process and to obtain a complaint form, call (800) 293-0753, or download the complaint form at [www.tdh.state.tx.us/bek/mold](http://www.tdh.state.tx.us/bek/mold).

**Can property owners do mold assessment or remediation on their own property without being licensed?**

Yes. A homeowner can take samples for mold or clean up mold in his own home without a license. An owner, or a managing agent or employee of an owner of a residential property owned by that person is not required to be licensed, unless the property has 10 or more residential dwelling units. For non-residential properties, an owner or tenant, or a managing agent or employee of an owner or tenant, is not required to be licensed to do mold assessment or remediation on property owned or leased by the owner or tenant, unless the mold contamination affects a total surface area of 25 contiguous square feet or more. Please refer to 25 TAC 295.303 for further details on exceptions and exemptions to licensing requirements.

**Where can I get more information?**

For more information about mold and the Texas Mold Assessment and Remediation Rules, please visit the Mold Licensing Program website at [www.tdh.state.tx.us/bek/mold](http://www.tdh.state.tx.us/bek/mold), or contact program staff at 512-834-4509 or 800-293-0753.

\*State law [25 TAC 295.306(c)] requires a licensee, except for a mold analysis laboratory, who is overseeing mold-related activities, to give each client a copy of this Consumer Mold Information Sheet before starting any mold-related activity.



For Discussion Friday  
per Jack

March 24, 2009

Donece Gregory  
County Clerk, Tyler County  
Woodville, Texas

Re: Security System for New Location

Guardian Force Security Services is pleased to present a price quote on the installation of a security system for the new facility you will be moving into soon. We offer the following:

- 1 - Bosch Control Panel Kit with backup battery
  - 1 - LCD Keypad
  - 1 - Internal Siren
  - 1 - Wireless Receiver
  - 3 - Wireless Door contacts
  - 2 - Wireless Motion Detectors
- Labor to install, test, train and program

**The installed price of this system would be \$1,210.30.**

Monthly monitoring of this system would be \$21.50 per month.

Thank you for allowing me to quote this project. Please call with any questions you may have. I look forward to working with you soon.

Sincerely,

Jack Havard  
936-637-3377 Office  
936-631-1550 Cell

Security plus Fire call  
\$42<sup>50</sup> per month  
per J. HAVARD

**3416 E. Denman Ave., Suite # 3  
Lufkin, TX 75901  
Telephone 936-637-3377 / Fax 936-637-3379**



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse / Woodville, Texas

FRIDAY

March 27, 2009

8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

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

## Agenda

### ➤ CALL TO ORDER

- Establish quorum
- Acknowledge Guests

### I. CONSIDER/APPROVE:

- Commissioners Court minutes:** March 13, 2009 Special; March 19, 2009 Special – *Donece Gregory, County Court*
- Official bonds** – *D. Gregory; Lynnette Cruse, Tax Assessor*
- Contracting with Pattillo, Brown and Hill, CPA** to do the 2008 Audit at a cost of no more than \$25,000 – *Joyce Moore, County Auditor*
- Payment of final invoice to Belt, Harris & Associates for 2007 Audit** – *J. Moore*
- Hiring consultation firm** regarding potential mold issues in the DA office building and jail – *M. Marshall; Joe Smith, District Attorney; David Hennigan, Sheriff*
- To utilize service from Justice Benefits** to administer federal funding for housing foreign-born inmates in the Tyler County Jail – *D. Hennigan*
- Burn ban** – *J. Walston*

### ➤ ADJOURN

JACQUES L. BLANCHETTE  
County Judge

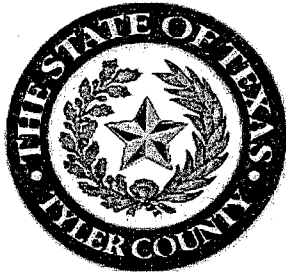
I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said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

Executed on March 24 2009 Time 8:25 Am

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: Wanda Hunter (Deputy)





# TYLER COUNTY COMMISSIONERS COURT

County Courthouse / Woodville, Texas

FRIDAY

March 27, 2009

8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

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

*Jack's dad died*

## Agenda

*- Devia 10:00 AM*

### > CALL TO ORDER

- Establish quorum
- Acknowledge Guests

### I. CONSIDER/APPROVE:

A. ✓ **Commissioners Court minutes:** March 13, 2009 Special; March 19, 2009 Special - *Donece Gregory, County Court*

*N/m*

B. ✓ **Official bonds** - D. Gregory; Lynnette Cruse, Tax Assessor

*Robert LeBouf & Lynnette C*

*N/H*

C. ✓ **Contracting with Pattillo, Brown and Hill, CPA** to do the 2008 Audit at a cost of no more than \$25,000 - *Joyce Moore, County Auditor*

*H/m*

D. ✓ **Payment of final invoice to Belt, Harris & Associates** for 2007 Audit - *J. Moore in amount of*

*my to hire GRI for samples assess the jail*

E. ✓ **Hiring consultation firm** regarding potential mold issues in the DA office building and jail - M. Marshall; Joe Smith, District Attorney; David Hennigan, Sheriff

*MeVede added that Courtroom 3 should be looked at also. \$825 for samples the remediate*

*M/N*

F. **To utilize service from Justice Benefits** to administer federal funding for housing foreign-born inmates in the Tyler County Jail - D. Hennigan

*Smith reviewed contract. Joe - FEMA indicated they would pay - Marsh they may pay over 4 days fed reimbursement this company manages 22.5%*

*N/H*

G. **Burn ban** - J. Walston

*(Foreign national) If itty Areas get arrested - we house NO exp - rain fall over last two nights - NO action needed to Co*

### > ADJOURN

*9:00 AM*

*Jacques L. Blanchette*

JACQUES L. BLANCHETTE  
County Judge

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

Executed on March 24 2009 Time 8:25 AM

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: Wanda Phuston (Deputy)

**Commissioners Court  
Packet Contents for March 27, 2009**

**• Copy of the posted Agenda**

Divider number	Agenda Location	Documentation
1	I.A	Minutes
2	I.B	Bond (only in Judge's)
3	I.C	Pattillo, Brown and Hill, CPA info
4	I.D	Belt, Harris, & Associates invoice
5	I.E	Mold Consultant info
6		Info for discussion of Best Building Security System