

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
August 17, 2012 ---- 10:30 a.m.

THE STATE OF TEXAS ON THIS THE 17th day of August, 2012 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
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DEAN RIVERS	CHIEF DEPUTY COUNTY CLERK, EX OFFICIO

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

JACKIE SKINNER	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
DALE FREEMAN	EMERGENCY MANAGEMENT
AUDREY PELLY	COURT COORDINATOR

A motion was made by **Commissioner Hughes** to authorize having a **joint election** with
the following cities and school districts:

Colmesneil ISD	Warren ISD	Woodville ISD
Spurger ISD	City of Chester	City of Woodville
City of Colmesneil	City of Ivanhoe	

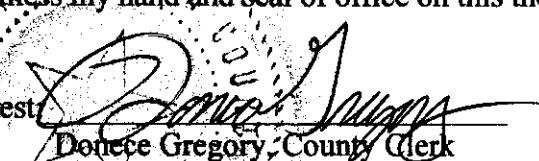
The motion was seconded by **Commissioner Marshall**. All voted yes and none no.
SEE ATTACHED LETTER

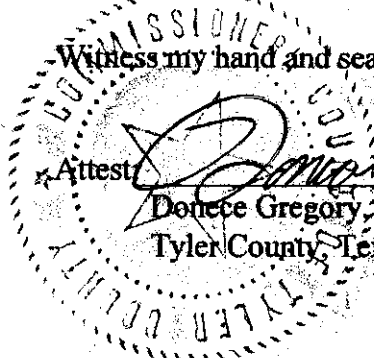
A motion was made by Commissioner Nash to adjourn the meeting. Commissioner
Walston seconded the motion. All voted yes and none no.

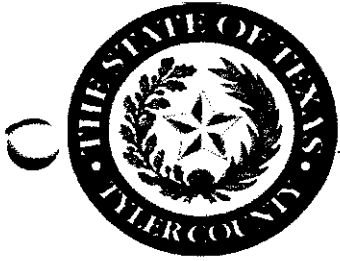
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED-10:31am

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 August 17, 2012.

Witness my hand and seal of office on this the 20th day of August, 2012.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas





Donece Gregory

COUNTY CLERK, TYLER COUNTY

August 14, 2012

Tyler County Commissioners' Court

RE: Joint Elections with Cities and Schools

Dear Sirs:

I am requesting approval to have "Joint Elections" with the following entities to be held on the 6th of November, 2012:

Colmesneil ISD -

Spurger ISD - 5 Trustee Positions

Warren ISD - 2 Trustee Positions

Woodville ISD - 3 Trustee Positions

City of Chester - Mayor and 2 Council Members

City of Colmesneil - 3 Council Members

City of Ivanhoe- Mayor and 2 Council Members, Sales Tax (1%) Referendum, Local Option for Legal Sale of All Alcoholic Beverages Including Mixed Drinks

City of Woodville - Mayor and 2 Council Members

The cost of the election will be prorated with all entities that will be having an election on the ballot.

Respectfully,

Dean Rivers
Chief Deputy
Criminal Court
Elections

Sandra Matkin
Vital Records
Real Property
Elections

Roxanne Hart
Probate Court
Civil Court
Real Property
Elections

Dana LeJune
Vital Records
Real Property
Elections

Katrina Walston
Records Management
Voter Registration
Elections

Janet Brown
Records Management
Real Property
Elections

116 S. Charlton
Woodville, Texas 75979

County of the Dogwood Festival

409-283-2281
Fax: 409-283-8049

**JOINT ELECTION AGREEMENT BETWEEN THE
CITY OF IVANHOE AND THE COUNTY OF TYLER, TEXAS**

This joint election agreement is made this 17th day of August, 2012, by and between the **City of Ivanhoe** (the "City") and the **County of Tyler, Texas** (the "County"). Other political subdivisions conducting elections may enter into a similar agreement with the County to participate in this joint election.

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the City and the County will hold elections on the same day; and

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the County, the City, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the City and the County (and any other political subdivision approved by the County who enters into a similar joint election agreement with the County) under the following terms and conditions:

1. The notice of election and order of election for the City will be the responsibility of the City. This includes any bills that may be incurred as a result of posting and publishing these notices. The notice may be published either jointly or separately with the County.
 2. The Tyler County Clerk agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. The City and each additional participating authority agree to pay Tyler County for equipment, supplies, services and administrative costs as outlined in this agreement. The Tyler County Clerk will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election, unless contracted with the County Clerk.
 3. The City and each other participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, and any other pertinent documents required by their respective governing bodies. The County and each participating authority may jointly publish the required notices dictated by the Texas Election Code.
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4. Each participating authority agrees that voting at the joint election will be by use of an ES&S Automark that meets the DRE requirements and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. The Tyler County Clerk's Office will be responsible for the preparation of programs and the testing of the optical scan system.

5. The County agrees to provide ES&S Automarks, M100 Scanners and voting booths for the joint election.

6. Voting locations will be the voting locations for the county precincts as approved by Tyler County Commissioners' Court. The voting locations are listed in **Exhibit "A"** attached hereto and incorporated herein by reference. In the event a voting location is not available, the Tyler County Clerk will arrange for use of an alternate location with the approval of each participating authority affected by the change. Tyler County will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance that changes from the current list approved. The Tyler County Clerk will notify each participating authority of any changes from the locations listed in **Exhibit "A"**.

7. The Tyler County Commissioners' Court will appoint the Presiding Judge and alternate Presiding Judge for each polling location. The Tyler County Clerk shall arrange for the training and compensation of all Presiding Judges and clerks. If a person is unable or unwilling to serve, the Tyler County Clerk will make every effort to substitute the individual with someone of the same Party affiliation first and then whoever is available.

8. The Tyler County Clerk will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the Election Judges at the voting locations.

9. The Tyler County Clerk will provide instructions and other information needed to enable the Election Judges to conduct a proper election.

10. A joint ballot prepared by the Tyler County Clerk will be used for conducting the joint election. Each participating authority shall furnish the Tyler County Clerk a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) are to appear on the official ballot. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

11. Donece Gregory, Tyler County Clerk, is appointed as Early Voting Clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy Early Voting judges/clerks will be appointed by the Early Voting clerk as needed to process Early Voting mail and to conduct Early Voting at the main location and branch locations.

12. Early Voting by personal appearance will be conducted at the locations and times as described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any qualified voter for the Joint Election may vote early by personal appearance at either the main Early Voting location or at any one of the branch locations.

13. All requests for Early Voting ballots by mail that are received by participating authorities will be transported on the day of receipt to the Tyler County Clerk, Donece Gregory, 116 S. Charlton Street, Woodville, Texas 75979 for processing. Persons voting by mail will send their voted ballots to the Tyler County Clerk, 116 S. Charlton Street, Woodville, TX 75979.

14. All Early Voting ballots will be prepared for counting by an Early Voting Ballot Board appointed by the County in accordance with Section 87.001 of the Texas Election Code.

15. If the participating authority opts to conduct Early Voting for their entity, as a branch polling place: The political sub-divisions will assist in picking up the voter sign-in sheets each Early Voting day where practical and delivery to the County Clerk's office by 4:00 p.m.

16. The County Clerk will notify and bill the City for its' part of the cost for the programming and rental of the equipment, supplies, ballots, compensation of personnel, rental of the polling place and administrative cost if under contract. The County will secure the location and facilities where the election will be conducted.

17. The County will be responsible for preparing and running the election.

18. The City will be responsible for canvassing the election results of their election.

[Signature page follows this page.]

The undersigned are the duly authorized representatives of the parties; governing bodies and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 13th day of September, 2012, by the Council members of the City of Ivanhoe.

Charles J. Beckwith
Mayor

ATTEST: CD Wahn
City Secretary

APPROVED, this 17th day of August, 2012, by the County of Tyler, Texas.

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

ATTEST: Donece Gregory
Tyler County Clerk, Donece Gregory

EXHIBIT "A"

Polling Places and Election Precincts


Voting Precinct #3

Hillister Baptist Church, Hillister, TX.

EXHIBIT "B"

Early Voting Location Places and Times for Early Voting


**Tyler County Tax Office
201 Willow
Woodville, Texas**

-  September 7 - first day to receive appl for ballot by mail

- ★ October 22nd to October 26th: 8:00 AM to 4:30 PM

- ★ October 27th (SATURDAY) 2:00 PM to 6:00 PM

- ★ October 29th & 30th 8:00 AM to 8:00 PM

-  October 30 - last day to receive an application for a ballot by mail

- ★ October 31 to November 2nd 8:00 AM to 4:30 PM

APPLICATIONS FOR VOTING BY MAIL SHOULD BE ADDRESSED TO:

**Donece Gregory
County Clerk
116 S. Charlton
Woodville, Texas 75979**

**JOINT ELECTION AGREEMENT BETWEEN THE
SPURGER INDEPENDENT SCHOOL DISTRICT AND
THE COUNTY OF TYLER, TEXAS**

This joint election agreement is made this 17th day of August, 2012, by and between the **Spurger Independent School District** (the "District") and the **County of Tyler, Texas** (the "County"). Other political subdivisions conducting elections may enter into a similar agreement with the County to participate in this joint election.

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the District and the County will hold elections on the same day; and

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the County, the District, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the District and the County (and any other political subdivision approved by the County who enters into a similar joint election agreement with the County) under the following terms and conditions:

1. The notice of election and order of election for the District will be the responsibility of the District. This includes any bills that may be incurred as a result of posting and publishing these notices. The notice may be published either jointly or separately with the County.
 2. The Tyler County Clerk agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. The District and each additional participating authority agrees to pay Tyler County for equipment, supplies, services and administrative costs as outlined in this agreement. The Tyler County Clerk will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election, unless contracted with the County Clerk.
 3. The District and each other participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, and any other pertinent
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documents required by their respective governing bodies. The County and each participating authority may jointly publish the required notices dictated by the Texas Election Code.

4. Each participating authority agrees that voting at the joint election will be by use of an ES&S Automark that meets the DRE requirements and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. The Tyler County Clerk's Office will be responsible for the preparation of programs and the testing of the optical scan system.
 5. The County agrees to provide ES&S Automarks, M100 Scanners and voting booths for the joint election.
 6. Voting locations will be the voting locations for the county precincts as approved by Tyler County Commissioners' Court. The voting locations are listed in **Exhibit "A"** attached hereto and incorporated herein by reference. In the event a voting location is not available, the Tyler County Clerk will arrange for use of an alternate location with the approval of each participating authority affected by the change. Tyler County will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance that changes from the current list approved. The Tyler County Clerk will notify each participating authority of any changes from the locations listed in **Exhibit "A"**.
 7. The Tyler County Commissioners' Court will appoint the Presiding Judge and alternate Presiding Judge for each polling location. The Tyler County Clerk shall arrange for the training and compensation of all Presiding Judges and clerks. If a person is unable or unwilling to serve, the Tyler County Clerk will make every effort to substitute the individual with someone of the same Party affiliation first and then whoever is available.
 8. The Tyler County Clerk will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the Election Judges at the voting locations.
 9. The Tyler County Clerk will provide instructions and other information needed to enable the Election Judges to conduct a proper election.
 10. A joint ballot prepared by the Tyler County Clerk will be used for conducting the joint election. Each participating authority shall furnish the Tyler County Clerk a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) are to appear on the official ballot. Each participating authority will be responsible for
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proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

11. Donece Gregory, Tyler County Clerk, is appointed as Early Voting Clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy Early Voting judges/clerks will be appointed by the Early Voting clerk as needed to process Early Voting mail and to conduct Early Voting at the main location and branch locations.
12. Early Voting by personal appearance will be conducted at the locations and times as described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any qualified voter for the Joint Election may vote early by personal appearance at either the main Early Voting location or at any one of the branch locations.
13. All requests for Early Voting ballots by mail that are received by participating authorities will be transported on the day of receipt to the Tyler County Clerk, Donece Gregory, 116 S. Charlton Street, Woodville, Texas 75979 for processing. Persons voting by mail will send their voted ballots to the Tyler County Clerk, 116 S. Charlton Street, Woodville, TX 75979.
14. All Early Voting ballots will be prepared for counting by an Early Voting Ballot Board appointed by the County in accordance with Section 87.001 of the Texas Election Code.
15. If the participating authority opts to conduct Early Voting for their entity: The political sub-divisions will assist in picking up the voter sign-in sheets each Early Voting day where practical and delivery to the County Clerk's office by 4:00pm. The sign-in sheets can be **faxed** to the County Clerk at 409-283-8049.
16. The County Clerk will notify and bill the District for its' part of the cost for the programming and rental of the equipment, supplies, ballots, compensation of personnel, rental of the polling place and administrative cost if under contract. The County will secure the location and facilities where the election will be conducted.
17. The County will be responsible for preparing and running the election.
18. The DISTRICT Board of Trustees will be responsible for canvassing the election results of the school election.

[Signature page follows this page.]

The undersigned are the duly authorized representatives of the parties; governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 20th day of September, 2012, by the Board of Trustees of the Spurger Independent School District.

Russell D. Rohlf
DISTRICT Board President - Vice

Paul Bigdam
DISTRICT Board Secretary

APPROVED, this 17th day of August, 2012, by the County of Tyler, Texas.


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

ATTEST: Donece Gregory
Tyler County Clerk, Donece Gregory

EXHIBIT "B"

Early Voting Location Places and Times for Early Voting


**Tyler County Nutrition Center
201 Willow Street (behind McClure's General Store)
Woodville, Texas**

-  September 7 - first day to receive appl for ballot by mail

- ★ October 22nd to October 26th: 8:00 AM to 4:30 PM

- ★ October 27th (SATURDAY) 2:00 PM to 6:00 PM

- ★ October 29th & 30th 8:00 AM to 8:00 PM

-  October 30 - last day to receive an application for a ballot by mail

- ★ October 31 to November 2nd 8:00 AM to 4:30 PM

Applications for a ballot by mail should be mailed to:

**Tyler County Clerk
116 S. Charlton
Woodville, Texas 75979**



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday
August 17, 2012
10:30 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

"the wisdom to know what is right ... the courage to do it"

- **CALL TO ORDER**
 - Establish quorum

I. CONSIDER/APPROVE:

A. Having joint elections with the school districts and cities of Tyler County – D. Gregory

R. H. motion
M. M. 2ND CARRIED

➤ **ADJOURN**

M. N. motion
J. W. 2ND 9:31 Adjourned

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 August 14 2012 Time 9:50 AM

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

By: Cerin Carson (Deputy)