

TYLER COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
February 14, 2014 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 14th day of February, 2014 the  
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2, presiding
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: Judge Blanchette thereby constituting a quorum. In addition to the above were:

JACKIE SKINNER	COUNTY AUDITOR
LOU CLOY	ASST. CRIMINAL DISTRICT ATTORNEY
SHARON FULLER	COUNTY TREASURER
TERRY ALLEN	ADULT PROBATION OFFICER

The invocation was delivered by Commissioner Nash. Commissioner Hughes led in the Pledge of Allegiance to the Texas flag.

Commissioner Nash motioned to accept the minutes of January 10, 2014. Commissioner Walston seconded the motion. All voted yes and none no.

**Line item transfers** were not presented. No action was taken.

A motion was made by **Commissioner Marshall** to approve paying the county **bills**, as submitted by the **County Auditor**. **Commissioner Nash** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to create a **County Energy Transportation Reinvestment Zone (CERTZ)**. All voted yes and none no. SEE ATTACHED

**Commissioner Nash** motioned to approve the **SB1747 Prioritized Project List for the County Transportation Infrastructure Fund Grant Program**. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

**Commissioner Walston** motioned to approve the **Agreement with Certified Payments #1 by Certified Payments, Inc.** for credit card services for the **County Clerk's department**. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

Executive Session was not held.

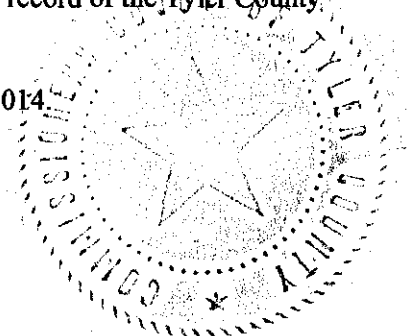
A motion was made by Commissioner Nash and seconded by Commissioner Marshall that the meeting adjourn. All voted yes.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:40 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 February 14, 2014.

Witness my hand and seal of office on this the 14<sup>th</sup> day of February, 2014.

Attest:   
Donece Gregory, County Clerk





## Commissioners Court of Tyler County

### IN THE COMMISSIONERS COURT OF TYLER COUNTY

#### ORDER AUTHORIZING THE CREATION OF A COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE KNOWN AS

#### TYLER COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE NO. 1

#### ESTABLISHING A BASE YEAR FOR AD VALOREM TAX VALUES, CREATING AND STATING THE TERMS AND DUTIES OF THE TYLER COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE ADVISORY BOARD, AND ESTABLISHING AN AD VALOREM INCREMENT ACCOUNT

BE IT REMEMBERED, that the Commissioners Court of Tyler County, Texas, prior to this date, has provided public notice by publication in a newspaper of general circulation in the county to be printed not less than seven (7) days prior to a public hearing, and after conducting said public hearing as required by § 222.1071 of the Texas Transportation Code on the 9th day of December, 2013, the Commissioners Court of Tyler County, Texas does hereby:

1. Make a formal determination that Tyler County has been severely effected by the development of new oil and gas activity within the county generally, and more particularly, adversely affected by the increased heavy truck traffic on maintained roads , and
2. Further determine that Tyler County would benefit from the availability of funds provided by the State of Texas pursuant to the provisions of Chapter 256 of the Texas Transportation Code, and
3. The area described more fully herein is unproductive and underdeveloped and the creation of a County Energy Transportation Reinvestment Zone would promote the public safety, facilitate the improvement, development or redevelopment of property affected and enhance the County's ability to sponsor transportation projects within the county funded by said zone.
4. Finally, the creation of a County Energy Transportation Reinvestment Zone and the establishment of an ad valorem tax increment account will assist the county in addressing the fiscal needs of the county, while permitting enhanced stability in the county budgeting process.

100 West Bluff Street, RM 102  
Woodville, Texas 75979

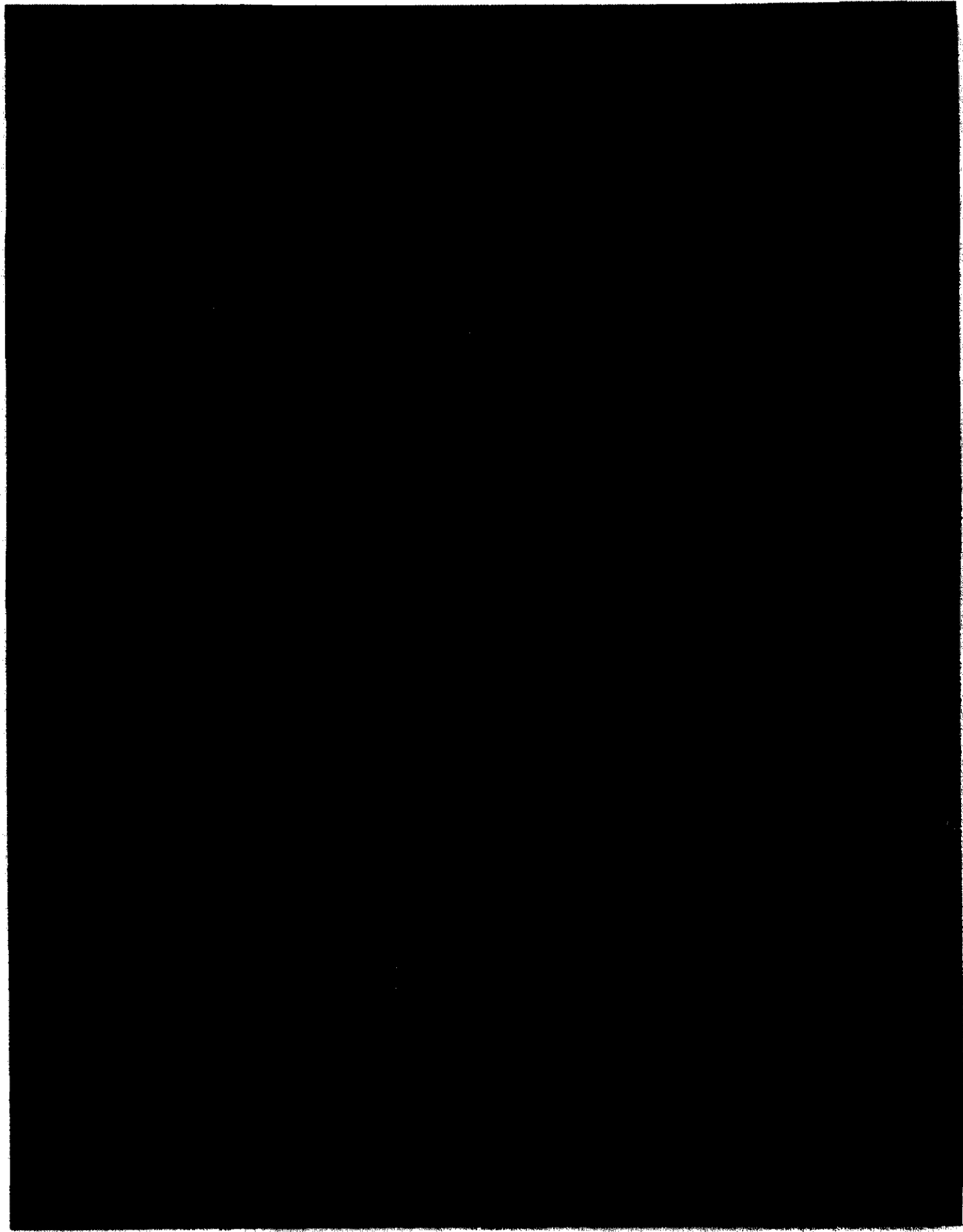
wdc@co.tyler.tx.us

409-283-2141  
100 West Bluff Street

Jimmie Cooley, Member

Mary Walters, Member

Sue Shaw, Member



State of Texas

County of Tyler

07-8612

Special Warranty Deed  
(Texas)

Date: October 31, 2007

Grantor: TIN Inc., d/b/a Temple-Inland, a Delaware corporation

Grantor's Mailing Address: 1300 S. MoPac Expressway  
Austin, Texas 78746  
Attention: George Vorpahl

Grantee: Crown Pine Timber 3, L.P., a Delaware limited partnership

Grantee's Mailing Address: c/o Campbell/Timber, LLC  
One SW Columbia, Suite 1700  
Portland, OR 97238  
Attention: John Gilliland & Angie Davis

Consideration: Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, including one or more promissory notes of even date herewith delivered and payable to Grantor for which no lien, express or implied, is retained or granted against the Property.

Property: The following real property located in Tyler County, Texas:

108,999 acres of land, more or less, as described in Exhibit A, together with all improvements and fixtures thereon and all rights, privileges and appurtenances pertaining thereto, including Water Rights.

Reservations from Conveyance: Grantor reserves from the conveyance of the Property for Grantor, its successors and assigns (a) all Minerals in, on or under the Property, all Mineral Rights and all Rights Incident to Minerals and Mineral Rights, (b) the Groundwater Nonparticipating Royalty Interest as described in Exhibit D.

Restrictions: Grantor shall not conduct, nor permit any other person to conduct on Grantor's behalf, Surface Mining Operations on the Property without the written consent of the Grantee, which consent may or may not be granted in its sole discretion. Grantor shall compensate Grantee for Reasonable Damages to the Property resulting from the exercise of the Reservation

Deed-Texas-Tyler County

AD 1776973

R 4570

of the Minerals and Mineral Rights. The Restrictions shall be covenants running with the land that are enforceable by Grantee, its successors and assigns.

**Permitted Exceptions to Conveyance and Warranty:** The Permitted Exceptions described in Exhibit B are exceptions to the conveyance and to the special warranty of title.

**Disclaimer of Warranties and Representations:** The Property and all improvements and fixtures (and any personalty or moveables related to the Property and sold to Grantee under a separate bill of sale or assignment) are sold, conveyed, assigned and transferred to Grantee "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, HABITABILITY, QUANTITY OR QUALITY OF TIMBER, NURSERY STOCK OR SEEDLINGS, FUTURE FIBER GROWTH OR HARVEST, FUTURE FINANCIAL RESULTS FROM THE SALE OF FIBER GROWN ON THE PROPERTY, SUITABILITY OR MERCHANTABILITY, EXCEPT FOR THOSE LIMITED REPRESENTATIONS AND WARRANTIES INCLUDED IN THE PURCHASE AGREEMENT THAT EXPRESSLY SURVIVE CLOSING AND THE SPECIAL WARRANTY OF TITLE GIVEN IN THIS DEED.

**Capitalized Terms:** All capitalized terms used in this deed shall have the meaning given that term either in the descriptions of bold face terms above or in Exhibit C.

**Exhibits:** All exhibits referenced in this deed are attached hereto and made part hereof for all purposes.

#### CONVEYANCE

Grantor, for the Consideration and subject to the Reservations from Conveyance, the Restrictions and the Permitted Exceptions to Conveyance and Warranty, grants, bargains, sells, and conveys and delivers to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property, unto Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whatsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance, the Restrictions and the Permitted Exceptions to Conveyance and Warranty.

Grantor expressly does not reserve and waives any implied vendor's lien against and superior title to the Property to secure payment of any part of the Consideration.

**SEVERABILITY:** Grantor and Grantee hereby expressly agree that it is not the intention of either party to violate any public policy or law, and that if any sentence, paragraph, clause, or part thereof or combination of the same is in violation of the law in any state where applicable,

such sentence, paragraph, clause, or part thereof or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such paragraph and this deed shall remain binding upon the parties hereto. The parties further acknowledge that it is their intention that the provisions of this deed be binding only to the extent that they may be lawful under existing applicable laws, and in the event that any provision of this deed is determined by a court of law to be overly broad or unenforceable, the valid provisions shall remain in full force and effect.

When the context requires in this deed or its exhibits, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. "Including" or "includes" as used in this deed or its exhibits, means including without limiting the generality of any description proceeding such term.

TIN Inc., d/b/a Temple-Inland  
a Delaware corporation

George S. Varrault  
Name: George S. Varrault  
Title: Vice President

STATE OF GEORGIA §  
  §  
COUNTY OF FULTON §

This instrument was acknowledged before me on October 28, 2007 by George S. Varrault, Vice President of TIN Inc., d/b/a Temple-Inland a Delaware corporation, on behalf of said corporation.

Stephanie S. Dukens  
Notary Public, State of Georgia  
Print Name: Stephanie S. Dukens



STATE: Texas  
COUNTY: Tyler  
Tract: TYL- 71  
LATS: 42457023800050, 42457023800055  
Tax Parcel No.:  
Compartment No.: 00050, 00055  
Fee:  Leasehold: \_\_\_\_\_

VOL. 902 PAGE 956

R004570

Being 404.8 acres of land, and being the entire E.T.R.R. Company Survey, Abstract No. 238, Tyler County, Texas, and being that part of the 640 acres survey which lies in Tyler County, Texas, and being that certain tract described in deed from Houston Oil Company of Texas to Southwestern Settlement and Development Company, recorded in Volume 39, Page 182, et seq., Deed Records, Tyler County, Texas, to which instruments reference is herein made for all pertinent purposes.

**"REMAINDER OF PAGE INTENTIONALLY LEFT BLANK"**

EXHIBIT "A"

R4570

Attached to and being made a part of that certain Memorandum of Oil and Gas Lease dated effective the 9th day of December, 2004, by and between BP America Production Company, Lessor, and Davis Holdings, L.P., Lessee.

**DESCRIPTION OF LEASED PREMISES**

Field notes describing a 352-acre tract in the E. T. R.R. Survey Section No. 15, Abstract 236, Tyler County, Texas.

**BEGINNING** at the most easterly southeast corner of the E. T. R.R. Survey Section No. 15, Abstract 236, Tyler County, Texas;

**THENCE** S 89°27'33" W along a boundary line of said Survey, and being the northerly boundary line of the herein described tract, for a distance of 6101.67 feet to a point in a boundary line of said Survey and being the southwest corner of the herein described tract;

**THENCE** S 09°12'48" E along said Survey boundary line, and being the westerly boundary line of the herein described tract, for a distance of 2758.06 feet to the southwest corner of the herein described tract;

**THENCE** N 89°34' E along the southerly boundary line of said Survey for a distance of 3436.97 feet to a point;

**THENCE** N 89°29'15" E continuing along the southerly boundary line of said Survey a distance of 423.44 feet to a point;

**THENCE** N 09°05'06" E for a distance of 772.47 feet to a point;

**THENCE** N 89°29'15" E along the most northerly southerly line of the herein described tract for a distance of 2215.84 feet to a point in the most easterly boundary line of said Survey;

**THENCE** N 09°05'06" E along the easterly line of the said Survey, and being the most easterly line of the herein described tract, for a distance of 2013.56 feet to the POINT OF BEGINNING, containing 352 acres of land, more or less.

**LIMITED FROM THE SURFACE OF THE EARTH TO A DEPTH OF 8,000 FEET.**

C-109038  
Davis Holdings





FILED FOR RECORD  
AT 10:00 AM  
ON THE 15 DAY OF  
AUGUST  
2014  
IN THE COUNTY OF TYLER

ANY INSTRUMENT WHICH DOES NOT COMPLY WITH THE  
REQUIREMENTS OF THIS ACT IS VOID AND UNENFORCEABLE  
UNLESS IT COMES WITHIN THE SCOPE OF THE  
EXEMPTIONS PROVIDED BY LAW.



STATE OF TEXAS  
COUNTY OF TYLER

OFFICIAL PUBLIC  
RECORD

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED  
ON THE 15 DAY OF AUGUST 2014 IN THE COUNTY OF TYLER  
AND WAS THE ONLY INSTRUMENT FILED AT THE CLERK'S  
OFFICE AT THE ABOVE INDICATED TIME AND PLACE.

Dorcas Gregory  
CLERK OF THE COUNTY, TYLER

  
CLERK OF THE COUNTY,  
TYLER COUNTY, TEXAS



STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 10<sup>th</sup> day of December, 2008, by Jeanine Heller Feldman, Attorney-in-Fact of **HP AMERICA PRODUCTION COMPANY**, a Delaware corporation, on behalf of said corporation.



*Douglas W. Johnson*  
Notary Public, State of Texas

STATE OF TEXAS

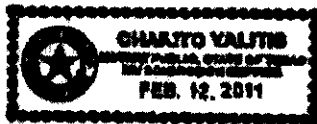
COUNTY OF HARRIS

This instrument was acknowledged before me on the 12<sup>th</sup> day of December, 2008, by Ross M. Davis, Vice President of Davis Asset Management, Inc., General Partner of Davis Holdings, L.P., a Texas general partnership.

My Commission Expires: State

Notary Public, State of Texas: Charita Valitis

Name (Typed or Printed): Charita Valitis



0-188738  
Davis Holdings

05-6391

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED  
(ETT)  
(Tyler County)  
(ForeTree VI)**

THIS INSTRUMENT, made this 31<sup>st</sup> day of October, 2005, between ETT, L.P., a Delaware limited partnership, and having its principal place of business in Boston, in the County of Suffolk, and Commonwealth of Massachusetts ("Grantor"), and FORENTREE VI TEXAS LP, a Delaware limited partnership, whose address is c/o Hancock Forest Management, 13925 Ballantyne Corporate Plaza, Suite 220, Charlotte, North Carolina 28277 ("Grantee").

WHEREAS, Grantor is conveying the property described herein to Grantee pursuant to a plan of dissolution and liquidation; and

WITNESSETH, that the Grantor, in furtherance of such dissolution and liquidation and for other good and valuable consideration, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee the following land and the trees and timber thereon ("Premises") situated in the County of Tyler, and State of Texas, to wit: --

(SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

The Premises are conveyed together with all buildings, structures and other improvements located thereon, and all tenements, hereditaments, easements, appurtenances and privileges thereto belonging and to the extent owned by Grantor, all oil, gas and mineral rights and interests with respect thereto.

The Premises described hereunder are hereby conveyed 'as is,' by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to encumbrances of record; current and subsequent taxes; leases or the rights of any tenants or leases or parties in possession; all outstanding oil, gas or mineral rights or reservations, and oil, gas or mineral leases; water divisions, water rights; restrictions or reservations; roadways, rights-of-way, easements; any covenants purporting to limit or regulate the use, occupancy or enjoyment of said Premises; all exceptions set forth in the current title insurance policy issued by Stewart Title Guaranty Company insuring Grantor's title to the Property; and all other matters which an accurate, current survey or inspection would show applicable to or affecting said Premises.

This conveyance is further subject to that certain Declaration of Reciprocal Access Easements dated of even date by Grantor, as Declarant and recorded prior hereto.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his successors and assigns, forever.

And Grantor does hereby warrant and forever defend all and singular the said Premises unto the Grantee, and his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, except as aforesaid, but against none other.

[EXECUTION PAGE TO FOLLOW]

**MO 722 - TYLER COUNTY  
AND MO 1266 - POLK  
COUNTY  
LEGAL DESCRIPTION**

R012751

**337.162 ACRES OF LAND, MORE OR LESS,  
LOCATED OUT OF AND A PART OF THE W.  
W. DIES (E.T.R.R. COMPANY SECTION NO.  
16) SURVEY, ABSTRACT NO. 1008 IN TYLER  
COUNTY, TEXAS, AND ABSTRACT NO. 924,  
POLK COUNTY, TEXAS, AND BEING MORE  
PARTICULARLY DESCRIBED BY METES &  
BOUNDS ATTACHED HERETO.**





Sec. 10, Section 2, 1882, 1883 - 1884 and 1885 which a 1/2" line bears S. 89° 30' E. 1.50' west, and on 1/2" back the same S. 89° 30' E. 1.50' west.

THIRD 1/2. 1/2" 1/2" 1/2" E. along and with the east line of the said Section 10 at 114.50' west corner on standard tree bed, and at 114.50' west a concrete monument at the southeast corner of the said Section 10, the said concrete monument has a metal disc in top stamped "S. E. Sec. 10, T. 12 N., R. 10 E., S. 1/2 - 1884" and also which on 1/2" line the same S. 89° 30' E. 1.50' west, a 1/2" white oak line S. 89° 30' E. 1.50' west on 1/2" line bears S. 89° 30' E. 1.50' west and a 1/2" line the same S. 89° 30' E. 1.50' west.

THIRD 1/2 along and with the north line of the said Section 10 at 114.50' west to a concrete monument at the southeast corner of the said Section 10, the said concrete monument has a metal disc in top stamped "S. E. Sec. 10, T. 12 N., R. 10 E., S. 1/2 - 1884" and also which on 1/2" line bears S. 89° 30' E. 1.50' west, a 1/2" line bears S. 89° 30' E. 1.50' west, on 1/2" line bears S. 89° 30' E. 1.50' west, and a line along bears S. 89° 30' E. 1.50' west.

THIRD 1/2. 1/2" 1/2" 1/2" E. along and with the west line of the said Section 10 at 114.50' west corner a white oak and on 114.50' west a concrete monument at the southeast corner of the said Section 10 to the north line of the said line survey and in the said north line of the said Section 10, the said concrete monument has a metal disc in top stamped "S. E. Sec. 10, T. 12 N., R. 10 E., S. 1/2 - 1884" and also which on 1/2" back the same S. 89° 30' E. 1.50' west, a 1/2" line bears S. 89° 30' E. 1.50' west and a 1/2" back the same S. 89° 30' E. 1.50' west.

THIRD 1/2. 1/2" 1/2" 1/2" E. along and with the said north line of the said line survey and along and with the said north line of the said Section 10 at 114.50' west to a concrete monument at the southeast corner of the said line survey and at the southwest corner of the said Section 10 to the east line of the T. 12 N. Range Survey No. 10, Section No. 10, T. 12 N., R. 10 E., Sec. 10, the said concrete monument has a metal disc in top stamped "S. E. Sec. 10, T. 12 N., R. 10 E., S. 1/2 - 1884" and also which a 1/2" back the same S. 89° 30' E. 1.50' west, 1/2" line bears S. 89° 30' E. 1.50' west, a 1/2" back the same S. 89° 30' E. 1.50' west, and a 1/2" white oak line S. 89° 30' E. 1.50' west.

THIRD 1/2. 1/2" 1/2" 1/2" E. along and with the west line of the said line survey and along and with the said west line of the said Section 10, Section No. 10, at 114.50' west corner a concrete monument at the southeast corner of the Section 10 east line of the said Section 10 and at 114.50' west a concrete monument at the southeast corner of the said Section 10, Section No. 10 and at the southeast corner of the said Section 10, and at the southeast corner of the T. 12 N. Range Survey No. 10, Section No. 10, T. 12 N., R. 10 E., Sec. 10, the said concrete monument has a metal disc in top stamped "S. E. Sec. 10, T. 12 N., R. 10 E., S. 1/2 - 1884" and also which a 1/2" white oak line S. 89° 30' E. 1.50' west, a 1/2" line the same S. 89° 30' E. 1.50' west, on 1/2" back the same S. 89° 30' E. 1.50' west and a 1/2" white oak line S. 89° 30' E. 1.50' west.

THIRD 1/2. 1/2" 1/2" 1/2" E. continuing along and with the said west line of the said line survey and along and with the said west line of the said Section 10, Section No. 10, at 114.50' west corner on standard tree bed, at 114.50' west a concrete monument at the southeast corner of the said line survey and at the southeast corner of the



**MO 737  
LEGAL DESCRIPTION**

R013008

**524.209 ACRES OF LAND, MORE OR LESS,  
LOCATED OUT OF AND A PART OF THE T. F.  
PINCKNEY SURVEY, ABSTRACT NO. 1089 IN  
TYLER COUNTY, TEXAS, AND ABSTRACT  
NO. 1027 IN POLK COUNTY, TEXAS, AND  
BEING MORE PARTICULARLY DESCRIBED  
BY METES & BOUNDS ATTACHED HERETO.**

MR. GEORGE FIELD WISE  
 T. F. FERGUSON SURVEY No. 107  
 ABSTRACT No. 1089 TYLER COUNTY, TEXAS  
 AND ABSTRACT No. 1077 FOLK COUNTY, TEXAS  
 324.209 ADMS

BEING at a concrete monument in the east line of the Michael Pedersgill Survey, Abstract No. 725 (J. De Cardona Survey), Folk County, Texas said monument is 3622.00 varas northerly from the southeast corner of the said Pedersgill Survey and at the intersection of this line with the most southerly south line of I & M Railroad Company Section No. 35, Abstract No. 712, Folk County, Texas, the said concrete monument is in a graded road and has a metal disc in top stamped "West W. H. V. Cor. Pinckney - Kirby" and from which a 20" Pine bears N. 71° 25' W. 17.70 varas, a 6" Pine bears S. 66° 46' W. 16.00 varas, a 4" Pine bears N. 73° 07' E. 3.40 varas, a 14" Pine bears S. 10° 11' E. 15.70 varas, a Pine Stump bears N. 37° 30' W. 12.00 varas.

THENCE East along and with the said most southerly south line of the said Section No. 35 a distance of 205.00 varas to a concrete monument at the most southerly southeast corner of the said Section No. 35, the said concrete monument has a metal disc in top stamped "Inner Cor. Pinckney - Kirby" and from which an 8" Black Oak bears S. 14° 49' E. 13.30 varas, a 4" Pin Oak bears S. 34° 30' W. 7.60 varas, a 6" Pin Oak bears N. 45° 25' W. 10.80 varas, and a 24" Pin Oak bears N. 65° 00' E. 4.00 varas,

THENCE N. 00° 22' E. along and with the most southerly east line of the said Section No. 35 a distance of 400.25 varas to a concrete monument at a re-entrant corner of the said Section No. 35, the said concrete monument has a metal disc in top stamped "W. H. Cor. Pinckney - Kirby" and from which a 4" Pine bears S. 45° 13' W. 2.00 varas, a 14" Pine bears S. 46° 43' E. 6.60 varas, a 2" Pine bears N. 70° 39' E. 11.00 varas, a 12" Pine bears N. 04° 45' E. 6.20 varas, a 14" Pine bears N. 65° 36' W. 5.70 varas, a 14" Pine bears S. 45° 00' W. 2.00 varas and a Pine Stump bears East 14.00 varas,

THENCE S. 80° 57' E. along and with the most easterly south line of the said Section No. 35 a distance of 522.50 varas to a concrete monument at the northeast corner of the H T RR Section No. 15, Abstract No. 238, Tyler County, Texas, the said concrete monument has a metal disc in top stamped "E-209" and from which a 14" Pine bears S. 61° 00' W. 5.00 varas, a Pine Stump bears S. 51° 30' W. 4.00 varas, and a 10" Pine bears N. 79° 41' W. 2.20 varas.

TRIMBLE S. 00° 24' E. along and with the west line of the said Section No. 15, at 1990.80 versus across the said graded road and at 1973.26 versus a concrete monument at the west westerly northwest corner of the said Section No. 15 and at the northwest corner of the V. H. Dale Survey, District No. 924, Tolle County, Texas and District No. 1004, Tyler County, Texas (B.L.M. Company Section No. 46), as fixed by boundary line agreement between Southern Oil Company of Texas, et al and Kirby Dinkler Corporation dated June 24, 1990 the said concrete monument has a metal disc in top stamped "2-810" and from which a 12" Pin bears S. 54° 32' E. 19.30 versus, a 10" Pin bears S. 29° 05' E. 6.55 versus, a 7th Stamp bears E. 55° 40' N. 15.10 versus and a 6" Red Oak bears E. 89° 24' E. 7.30 versus.

TRIMBLE S. 00° 27' E. along and with the west line of the said Dale Survey at 999.90 versus across an abandoned trap bed and at 2149.26 versus a concrete monument at the northwest corner of the E. F. Pinkney Survey, No. 104, District No. 1090, Tolle County, Texas and at the northwest corner of the Bowden & sons tract out of the said Pinkney Survey No. 104, the said concrete monument has a metal disc in top stamped "9, E. Cor. Pinkney No. 107 - Kirby" and from which a 10" White Oak bears E. 29° 31' E. 5.10 versus, a 10" Pin Oak bears S. 90° 51' E. 12.00 versus, an 8" Black Oak bears S. 49° 45' E. 7.80 versus, and a 12" White Oak bears S. 66° 19' N. 7.00 versus.

TRIMBLE West along and with the north line of the said Pinkney Survey and along and with the north line of the said & sons tract at 40.00 versus past a concrete monument at the northwest corner of the said & sons tract and at 844.01 versus a concrete monument at the northeast corner of the said Pinkney Survey No. 104 in the east line of the said Redbergell Survey, the said concrete monument has a metal disc in top stamped "B. V. Cor. Pinkney No. 107 - Kirby" and from which a 10" Pin Oak bears S. 87° 00' E. 11.60 versus, a 16" Pin Oak bears S. 46° 13' E. 5.10 versus, a 12" Pin Oak bears S. 27° 46' N. 7.30 versus, a 20" Pin Oak bears S. 92° 00' E. 0.40 of a wire and an 8" Black Oak bears E. 49° 00' N. 0.80 of a wire.

TRIMBLE S. 00° 27' E. along and with the said east line of the said Redbergell Survey, at 1996.70 versus across an abandoned trap bed, at 2028.30 versus across said graded road and at 3192.26 versus the place of beginning, containing 214.27 acres of land, more or less.

Survey done by MEY, 1971

by PRO. MEY

I, E. O. Hill, Registered Public Surveyor No. 109 in the State of Texas do hereby certify that the foregoing survey was made by me on the ground, and according to law; that the limits, boundaries and corners, with the marks, natural and artificial are truly described in the foregoing field notes.

Witness my hand and seal this 15th day of May, 1907.

E. O. Hill  
Registered Public Surveyor









FUNDING: 1/15/2014  
 SUPERIOR POWER INVESTMENT INC  
 750 WEST 66  
 DALLAS TX 75208

AMOUNT PAID: 1,000,000  
 AMOUNT PAID: 1,000,000  
 BTRUB: CR 1070 & CR 1700  
 ACRES: 20.0000

FULL PROPERTY: [REDACTED]  
 GROSS PROPERTY: [REDACTED]  
 NET PROPERTY: [REDACTED]  
 ALI: [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

Acct Order	Linker	Item Impact
D1 TA	Y	61,7000 2,000,000.00
D1 TA	Y	715,0000 5,100,000.00
D1 TA	Y	8,0000 471,000.00
D1 TA	Y	3,8700 105,000.00
D1 TA	Y	1,0000 64,000.00
D1 TA	Y	22,0000 277,000.00
D1 TA	Y	8,0000 272,000.00
D1 TA	Y	8,0000 278,000.00
D1 TA	Y	8,0000 27,000.00
D1 TA	Y	4,0000 102,000.00
Total/Sum		20,0000 102,000.00

[REDACTED]  
 [REDACTED]  
 [REDACTED]

**SERVICE PROVIDER AGREEMENT**  
**CREDIT CARD PROCESSING**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between **Certified Payments No. 1, Ltd.**, by and through its General Partner, **Certified Payments, Inc.**, a Texas Corporation, with offices at 3410 Midcourt Road, Suite 136, Carrollton, TX 75006 ("**Certified**") and **Tyler County, Clerk**, 116 Charlton, Woodville, TX 75979 ("**Agency**").

**RECITALS**

**WHEREAS**, Agency desires to accept payments from individuals or entities ("**Customers**") by Credit Card and pin-less debit card ("**Agency Payments**").

**WHEREAS**, Certified is a third party service provider that performs such Services on behalf of Agency ("**Services**").

**WHEREAS**, Agency desires to employ Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. **DEFINITIONS** As used herein, the following terms have the meanings set forth below:

**"Agency Bank"** is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

**"Agency Bank Account"** is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the **Bureau Credit Card Account Setup Form, Bureau Banking Information**, which is attached hereto.

**"Bureau Code"** is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

**"Card Issuing Bank"** is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

**"Card Associations"** are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

**"Card Holder"** is an authorized user of a payment card issued by a Card Issuing Bank.

**"Chargeback"** is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

**"Convenience Fee"** means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

**"Credit Card"** refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

**"Customer"** means both consumer and corporate, individual or company that purchases or uses the Services.

**"Front-End Processor"** is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

**"IVR"** means Integrated Voice Response system.

**"Processing Facility"** refers to the appropriate credit or debit network to which Certified transmits transactions.

2. **CERTIFIED'S OBLIGATIONS** Certified shall provide the Services as follows:

- A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, by contacting Certified by telephone or by any other communication medium that Certified and Agency mutually agree upon.
- B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.
- C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.
- D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. **Exhibit A** attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment; an amount not to exceed One Dollar (\$1.00) in US Currency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.
- E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.
- F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.
- G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

- H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept. Transmission of Credit Card payments will occur in real time to the appropriate Front-End Processor(s).
- I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.
- J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations.
- K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.
- L. Under the rules of the Card Associations, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.
- M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

### 3. AGENCY'S OBLIGATIONS

- A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the Services hereunder. Such Agreements may include but are not limited to MasterCard and Visa, Discover and American Express, including the American Express Addendum attached hereto as **Exhibit B**. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.
- B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.
- C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

- D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Services and/or Certified.
- E. Agency will not require as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

#### 4. **ADDITIONAL MATTERS**

##### A. **Confidentiality**

Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

##### B. **Relationship of Parties**

The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

##### C. **Capacity to Contract**

Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

##### D. **Intellectual Property**

In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

##### E. **Force Majeure**

Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

**F. Remedies**

Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

**G. Notice**

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Tyler County, Clerk  
116 Charlton  
Woodville, TX 75979

CERTIFIED PAYMENTS: Certified Payments, Inc.  
Attn: Pamela Stewart, President  
3410 Midcourt Rd., Suite 136  
Carrollton, TX 75006  
[pamela.stewart@certifiedpayments.net](mailto:pamela.stewart@certifiedpayments.net)

**H. Term of Arrangement**

Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

**I. Termination**

Certified's performance of this Agreement is subject to the rules and regulations of the Card Associations, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

**J. Governing Law**

In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

**K. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

**L. Entire Agreement; Modifications**

This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

**M. Severability**

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on 1-15, 2014.

**AGENCY'S ACCEPTANCE:**

**TYLER COUNTY, CLERK**

By:

  
Agency Signature

Donce Gregory, County Clerk  
Printed Name and Title

2-14-2014  
Date

**CERTIFIED'S ACCEPTANCE:**

**CERTIFIED PAYMENTS NO. 1, LTD.**

**BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER**

By:

\_\_\_\_\_  
Pamela Stewart, President

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCHEDULE OF CONVENIENCE FEES**  
*Confidential*

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

**1. Schedule of Convenience Fees**


Certified and Agency agree to the following provisions:

- A. 2.85% or a minimum of \$1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for *non-tax payments* when Customer uses a Credit Card.

**AGENCY'S ACCEPTANCE:**

**TYLER COUNTY, CLERK**

By:

  
\_\_\_\_\_  
Agency Signature

Donice Gregory, County Clerk  
Printed Name and Title

2-14-2014  
Date

**CERTIFIED'S ACCEPTANCE:**

**CERTIFIED PAYMENTS NO. 1, LTD.**

**BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER**

By:

\_\_\_\_\_  
Pamela Stewart, President

\_\_\_\_\_  
Date



**EXHIBIT B**  
**AMERICAN EXPRESS ADDENDUM**

This instrument (the "Addendum") effective 1-15, 2014, amends and supplements the Tyler County, Clerk Agreement (as defined below) and the Cardtranz, Inc. Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Cardtranz" means Cardtranz, Inc., a Texas corporation, located at 3410 Midcourt Rd., Suite 136, Carrollton, Texas, 75006.

The term "Tyler County, Clerk Agreement" shall mean the Agreement for American Express Card Services dated 1-15-14, and any Amendment and/or Addendum to such Agreement whereby American Express and Tyler County, Clerk Have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Tyler County, Clerk agencies have initiated American Express Card acceptance. The term "Cardtranz Agreement" shall mean the agreement dated September, 2003 whereby American Express and Cardtranz have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Tyler County, Clerk Agreement and/or the Cardtranz Agreement as such Agreements pertain to the parties of those Agreements.

Cardtranz hereby agrees to accept the Card on behalf of Tyler County, Clerk (as permitted by Tyler County, Clerk). The parties further agree that the Tyler County, Clerk Agreement and the Cardtranz Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Tyler County, Clerk County to Cardtranz shall be paid to American Express by Cardtranz. Payments for charges submitted on behalf of Tyler County, Clerk shall be paid directly to Tyler County, Clerk.

The parties also agree to the following:

**Disputed Transactions and Chargebacks:**

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Cardtranz and not to the Tyler County, Clerk. Cardtranz will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Tyler County, Clerk also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Tyler County, Clerk payment of that Charge and the Convenience Fee will be charged back by American Express. Tyler County, Clerk payments will be charged back to Tyler County, Clerk; Convenience Fees will be charged back to CARDTRANZ. In no case shall a Convenience Fee be charged back to CARDTRANZ without the related Charge also being charged back to Tyler County, Clerk.

CARDTRANZ will provide reports to Tyler County, Clerk County of any Chargebacks either prior to or on the day the Chargeback is posted to Tyler County, Clerk's bank account. American Express will deduct any Chargebacks from amounts owed to Tyler County, Clerk for Charges.

**Reporting:**

CARDTRANZ will provide reports to Tyler County, Clerk that include all transactions, including Chargebacks and adjustments in a format agreeable to Tyler County, Clerk.

Refunds:

Refunds will be processed through the Tyler County, Clerk agency's standard refund processes. The specific refund policy for each Tyler County, Clerk agency will be posted on the Tyler County, Clerk agency's web site. American Express will accept proof of the refund via the Tyler County, Clerk agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Cardtranz or American Express be responsible hereunder for damages to Tyler County, Clerk arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Tyler County, Clerk Agreement and the CARDTRANZ Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL  
RELATED SERVICES COMPANY, INC.

TYLER COUNTY, CLERK

By: \_\_\_\_\_

By: *[Signature]*

Date: \_\_\_\_\_

Date: 2-14-2014

CARDTRANZ, INC.

By: \_\_\_\_\_  
Pamela Stewart, President

Date: \_\_\_\_\_

**Donece Gregory**

---

**From:** Paula Hinson [phinson@certifiedpayments.net]  
**Sent:** Wednesday, January 15, 2014 9:02 AM  
**To:** dgregory.cc@co.tyler.tx.us  
**Cc:** fcollett@certifiedpayments.net; phinson@certifiedpayments.net; Morgan Waldrip  
**Subject:** Tyler County, TX Clerk SPA Agreement and Bureau Account Setup Forms  
**Attachments:** 2014-1-15 SPA Agreement.pdf; 2014-1-15 Bureau Account Setup Form.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Ms. Gregory,

At the request of Forrest Collett, please find attached the following documents for : **Tyler County, Clerk.**

1. ACH Agreement and ACH Banking Information to establish online check acceptance;
2. Service Provider Agreement and Bureau Account Setup Form to establish credit card acceptance.

To initiate the setup process, completed and signed documents should be faxed to: **(972) 392-4655**

**Mail all original signed forms, agreements and a voided check to:**

**Paula Hinson  
Applications Manager  
Certified Payments, Inc.  
3410 Midcourt Rd., Suite 136  
Carrollton, TX 75006**

Please let us know if there is anything else you need.

**Paula Hinson  
Applications Manager  
Certified Payments  
[phinson@certifiedpayments.net](mailto:phinson@certifiedpayments.net)**



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Lou / Jackie, Sharon

Friday  
February 14, 2014  
8:30 AM

mike marshall 476@gmail

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

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

# Agenda

"the wisdom to know what's right...the courage to do it"

➤ **CALL TO ORDER**

- Establish Quorum
- Acknowledge Guests
- Invocation – M. Nash
- Pledge to the Texas Flag – M. Nash

**I. CONSIDER/APPROVE:**

Feb. 10

N/W A. **Commissioners Court minutes** from previous meeting(s) – D. Gregory

B. **Line item transfers/Budget amendments** – J. Skinner **NONE**

M/N C. **Paying County bills** – J. Skinner

N/M D. **Creating a County Energy Transportation Reinvestment Zone (CERTZ)** – M. Nash

N/W E. **CERTZ zone Advisory Board Members** – M. Nash

Dewayne Ling - Oil & Gas Representative	Jimmie Cooley - Member
James Gunter – Oil & Gas Representative	Mary Walter – Member
Sue Shaw – Member	

N/M F. **SB 1747 Prioritized Project List** for the County Transportation Infrastructure Fund Grant Program – M. Nash

G. **Agreement with Certified Payments #1** by Certified Payments, Inc. for credit card services – D. Gregory

W/M II. **EXECUTIVE SESSION** – **NONE**

Consult with District Attorney and/or his legal staff 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.

N/M ➤ **ADJOURN** – 8:40 AM

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice 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 \_\_\_\_\_ 2014 Time \_\_\_\_\_

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

By: \_\_\_\_\_ (Deputy)



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday

February 14, 2014

8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

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

## Agenda

*"the wisdom to know what's right...the courage to do it"*

### ➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – *M. Nash*
- Pledge to the Texas Flag – *M. Nash*

### I. CONSIDER/APPROVE:

- A. Commissioners Court minutes from previous meeting(s) – *D. Gregory*
- B. Line item transfers/Budget amendments – *J. Skinner*
- C. Paying County bills – *J. Skinner*
- D. Creating a County Energy Transportation Reinvestment Zone (CERTZ) – *M. Nash*
- E. CERTZ zone Advisory Board Members – *M. Nash*
  - Dewayne Ling - Oil & Gas Representative
  - James Gunter – Oil & Gas Representative
  - Sue Shaw – Member
  - Jimmie Cooley - Member
  - Mary Walter – Member
- F. SB 1747 Prioritized Project List for the County Transportation Infrastructure Fund Grant Program – *M. Nash*
- G. Agreement with Certified Payments #1 by Certified Payments, Inc. for credit card services – *D. Gregory*

### II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff 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 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 Feb 10 2014 Time 3:35 pm

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

By: *Roxanne Glat* (Deputy)