TYLER COUNTY COMMISSIONERS COURT SPECIAL MEETING February 24, 2014 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 24<sup>th</sup> day of February, 2014 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:

| COUNTY JUDGE,            |
|--------------------------|
| COMMISSIONER, PCT. #1    |
| COMMISSIONER, PCT. #2    |
| COMMISSIONER, PCT. #4    |
| COUNTY CLERK, EX OFFICIO |
|                          |

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

JACKIE SKINNER SHARON FULLER COUNTY AUDITOR COUNTY TREASURER

A motion was made by Commissioner Nash and seconded by Commissioner Hughes to approve the minutes of February 14, 2014. All voted yes and none no.

A motion was made by Commissioner Nash to advertise for bids for the construction at the Tyler County Office Complex. Commissioner Walston seconded the motion. This should be bid in three packages. All voted yes and none no.

Commissioner Nash motioned to extend the lease with Dolargen.corp through September 2017. The motion was seconded by Commissioner Walston. All voted yes and none no.

A motion was made by Commissioner Walston to permit a pipeline crossing by Davis Southern Operating Co. LLC under County Road 4850. The motion was seconded by Commissioner Hughes. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to advertise for bids for road materials and petroleum products. Commissioner Nash seconded the motion. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

A motion was made by Commissioner Nash to approve the addition of Tyler Content Manager to the financial software, as requested by the County Auditor. Commissioner Walston seconded the motion. All voted yes and none no. SEE ATTACHED

Commissioner Nash motioned to engage Gabriel Roeder Smith & Co. to complete the GASB45 Actual. Commissioner Hughes seconded the motion. All voted yes and none no.

Executive Session was not held.

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

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

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 24, 2014.

Witness my hand and seal of office on this the 24<sup>th</sup> day of February, 2014.

Attest Donece Gregory, County Ch

#### PERMIT TO USE TYLER COUNTY ROAD RIGHTS-OF-WAY FOR CONSTRUCTION OF GAS PIPELINE

<u>Davis Southern Operating Company, LLC</u> whose principal address is <u>1212 McKinney, Suite</u> <u>3100, Houston, Texas 77010</u>, hereinafter referred to as <u>Davis</u> does hereby apply for a permit to utilize the rights of way of Tyler County Road No. <u>4850</u> as hereinafter provided:

Ī.

<u>Davis</u> is the gatherer, transporter and purchaser of certain quantities of natural gas to be produced by <u>Davis Southern Operating Company, LLC</u> from the <u>Williams #1</u> well(s) situated in the <u>W. H. Williams</u> Survey, Abstract No. <u>679</u>, Tyler County, Texas.

II.

<u>Davis</u> will construct, operate and maintain a pipeline, not greater than <u>6</u> inches in diameter, to cause the gas produced from the <u>Williams #1</u> well, located in the <u>W. H. Williams</u> Survey, Abstract No. <u>679</u> to be delivered to an existing pipeline in the <u>William S. Brown</u> Survey, Abstract No. <u>62</u>, Tyler County, Texas. Said pipeline will cross CR <u>4850</u> approximately <u>180</u> feet north of CR <u>4825</u> and <u>4.04</u> miles south of CR <u>1943</u>.

III.

<u>Davis</u> will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

<u>Davis</u> will construct pipeline across the county right-of-way CR <u>4850</u> and as nearly as practicable across to a depth so as not to interfere with the continued maintenance of CR <u>4850</u>, which depth is a minimum to be six (6) feet below the county road surface. <u>Davis</u> will restore the surface to the same condition, or better, as it was prior to <u>Davis'</u> construction of the gathering line.

#### V.

<u>Davis</u> understands and agrees that its use of rights of way of CR <u>4850</u> shall be limited exclusively to the purpose designated herein and should Tyler County reasonable determine that the pipeline needs to be moved or presents an undue threat to public safety, <u>Davis</u> will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

<u>Davis</u> and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of <u>Davis'</u> use of the rights-of-way for the construction, operation and maintenance of the gathering line by <u>Davis</u>. <u>Davis</u> shall provide Tyler County with a certificate of liability insurance in the amount of \$1,000,000.00 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins, and such policy is to remain in force while said pipeline is in use.

#### VII.

Tyler County makes no warranty of title or representation of right of use. Any suit filed by any adjacent land owner shall be defended by <u>Davis</u>, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

#### VIII.

<u>Davis</u> shall provide and post gas line marking and/or signs on CR <u>4850</u> and will maintain the up keep of such signs.

IX.

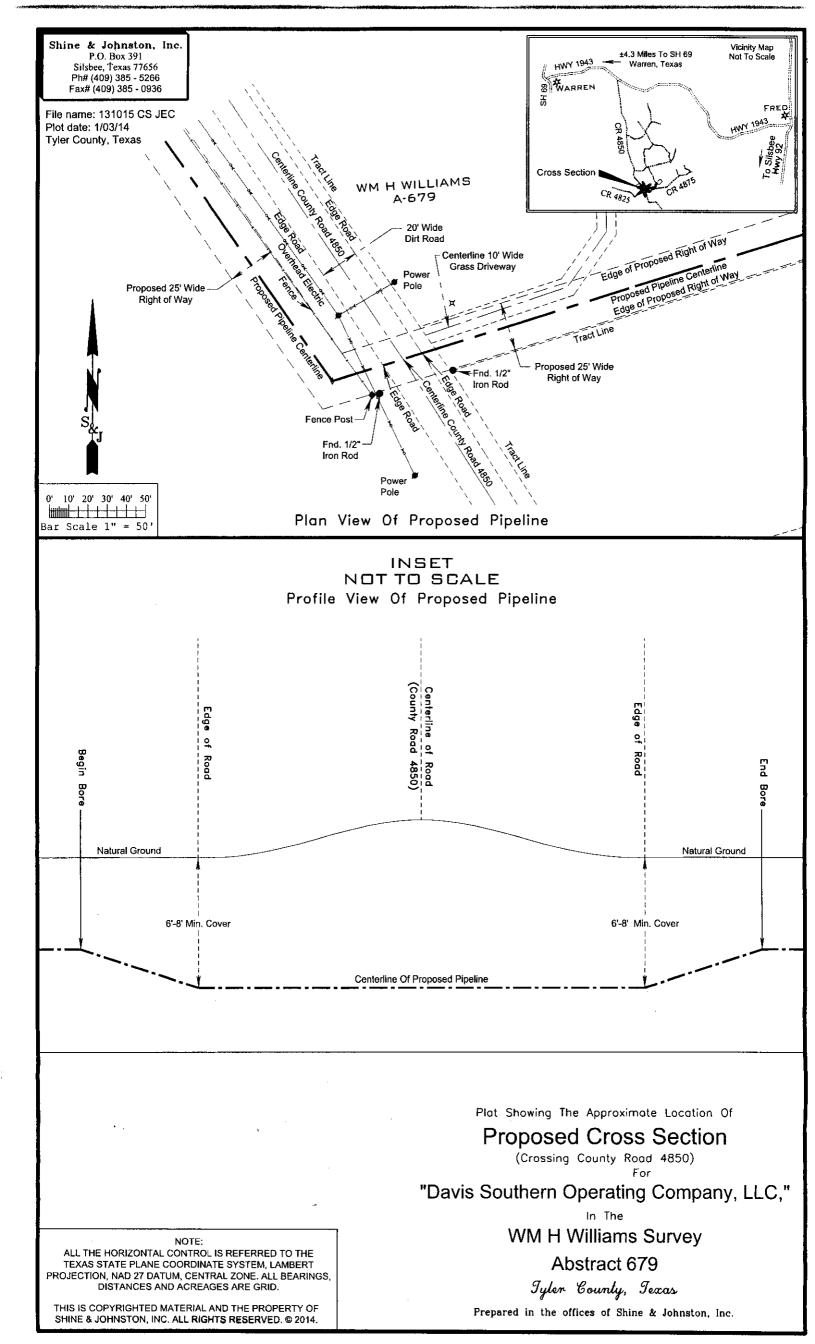
<u>Davis</u> is required to pay a \$1,000.00 Administration Fee to the Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashier check, or money order.

By execution hereof in the spaces provided below, <u>Davis</u> does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to <u>Davis</u> under the premises and under the conditions as hereinabove provided to be effective as of the date of the signature on behalf of Tyler County.

| Dated this | 20th       | _day of _ | Februar     | 4          | , 2014. |
|------------|------------|-----------|-------------|------------|---------|
| Williams   |            | (na       | me of pipel | ine)       |         |
| Davis Sout | hern Oper  | ating Con | npany, LLC  | 2          |         |
| By: Ross L | Davis, Man | ager      | (exec       | utor/presi | dent)   |

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS By: HONORABLE TYLER COUNTY JUDGE

| By: & unue IN Hand | chett      | (Printed name) ACQUES L. BLAN ICHETTE |
|--------------------|------------|---------------------------------------|
| Title COULTY JUDGE | Date: 2/24 | f4                                    |



## CORBUT & ASSOCIATES LLC

1235 Antoine Drive Houston, Texas 77055-6920 (713) 688-6266 • Fax (713) 688-6566 corbut@corbutandassociates.com

Stephen A. Corbut, CPL

February 20, 2014

Mr. Jack Walston Precinct 4 Commissioner 300 W. Bluff Woodville, TX 75979

Re: Pipeline Permit - County Road 4850, Tyler County, Texas

Dear Mr. Walston:

Enclosed you will find 1) Davis Southern Operating Company, L.L.C.'s application for right-of-way to construct a gas pipeline under County Road 4850, 2) the \$1,000 application fee, 3) a survey plat of the proposed location. I was told that the certificate of insurances that you have on file is good until October 1, 2014. Please contact me at the above information if there are any problems with the application.

Thank you for your time.

Keith W. Carpenter

Publish three times

\_\_\_\_Newspaper

\_\_\_\_Court Agenda

\_\_\_\_County Clerk

#### NOTICE TO BIDDERS

Tyler County is currently seeking Bid Proposals for the following:

1D# 03102014-01 Road Material, Culverts, Bridge Materials and Cracked Fuel Oil for Tyler County Road & Bridge.

Sealed bids will be received in the office of the County Auditor, 100 West Bluff, Rm. 110 Woodville, Texas 75979, until 10:00 am on March 10, 2014 at which time all bids received will be publicly opened during the regularly scheduled Commissioner's Court meeting.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVEOPLE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING AND PLEASE REMIT SIX(6) COPIES ALONG WITH ORIGINAL BID.

Product specifications may be obtained by contacting the Tyler County Auditor's Office at 409-283-3652 between the hours of 8:00am -4:30pm Monday-Friday.

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

Tyler County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

Jackie Skinner

County Auditor

Tyler County, Texas

Publish three times

\_\_\_\_Newspaper

\_\_\_\_Court Agenda

\_\_\_\_\_County Clerk

#### NOTICE TO BIDDERS

Tyler County is currently seeking Bid Proposals for the following:

ID# 03102014-02 Petroleum Products for Tyler County Road & Bridge

Unleaded Gasoline and Diesel Fuel

Sealed bids will be received in the office of the County Auditor, 100 West Bluff, Rm. 110 Woodville, Texas 75979, until 10:00 am on March 10, 2014 at which time all bids received will be publicly opened during the regularly scheduled Commissioner's Court meeting.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVEOPLE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING AND PLEASE REMIT SIX(6) COPIES ALONG WITH ORIGINAL BID.

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Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

Jackie Skinner

**County Auditor** 

Tyler County, Texas



# Proposal

Local Government Division

|                | Tyler Content Manager Standard Edition        |
|----------------|---|
| Presented to:  | Jackle Skinner                                |
|                | Tyler County Auditor                          |
|                | Tyler County                                  |
|                | 100 W. Bluff - Room 110                       |
|                | Woodville, TX 75979                           |
|                | (409) 283-3652<br>jskinner.aud@co.tyler.tx.us |
|                |   |
|                |   |
| Proposal date: | February 14, 2014                             |
| Submitted by:  | Christine Jandreau                            |
|                | (800) 646-2633                                |
|                | christine.jandreau@tylertech.com              |
|                | Tyler Technologies                            |
|                | Local Government Division                     |
|                | 5519 53rd Street                              |
|                | Lubbock, Texas 79414                          |

Subscription Summary Jackie Skinner Tyler County February 14, 2014



Proposal Valid for 120 days

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Cost Summary

| Cost  |
|-------|
| 5,000 |
| 5.000 |
|       |

| Subscription - Hosted   |                     |       | Annual Fees |
|-------------------------|---------------------|-------|-------------|
| Length of Agreement     | 5 Years - 60 Months |       |             |
| Annual Subscription Fee |                     | 3,224 |             |
|                         |                     |       |             |
| Summary                 | -                   |       | 3,224       |

\*\*Note: Additional users may be added at any time at the per user rate of \$480 per year.

Software Licenses - Subscription Jeckie Skinner Tyler County February 14, 2014



QTY

1

Incode Content/Document Management Suite

Application Software

Incode Content Management. Tyler Content Manager Standard Edition (TCM SE) (Unlimited Full & Retrievel Licenses, Multiple Scen Stations, Advanced OCR, Content Manager for Incode Applications)

Professional Services - Subscription Jackia Skinner Tyler County February 14, 2014

🐝 tyler

| Implementation Services Breekdown   | QTY | Estimated<br>Hours | Estimated<br>Services |  |
|---|-----|--------------------|-----------------------|--|
| Incode Content Management Suite   |     | ·····              |                       |  |
| Incode Content Management<br>Tyler Content Manager Standard Edition (TCM SE)<br>(Unlimited Full & Rekrieval Licenses, Multiple Scan Stations, Advanced OCR, Content<br>Manager for Incode Applications) |     | 40                 | 5,000                 |  |
| Content Management Suite Subtotal   |     | 40                 | 5,000                 |  |
| Services billed as incurred.  |     |                    |                       |  |



5605 N. MacArthur Blvd. Suite 870 Irving, TX 75038-2631

Feb 19, 2014

Mrs. Jackie Skinner County Auditor Tyler County 100 West Bluff, Room 110 Woodville, TX 75979

#### **Re: Engagement Letter for GASB OPEB Valuation for Tyler County**

Dear Mrs. Skinner,

You have requested a pricing quote for a GASB 45 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the estimated cost of services for Tyler County is \$5,790. The total fee including the \$125 NCTCOG administration fee will equal \$5,915. This price is based on receiving data in the standard GRS format and using the following assumptions:

| Number of Participants         | 100 - 199                   |
|--------------------------------|-----------------------------|
| Claims Analysis Required       | No*                         |
| Retirement Plans               | 1. TCDRS                    |
| Health Plans                   | 1. Tyler County Health Plan |
| Annual, Biennial, or Triennial | Biennial                    |
| Pricing Discount               | Not Eligible                |

\* An additional fee of \$2,020 will be added if claims experience is required.

Additional fees may also apply if the data is not received in the requested GRS data format.

If other assumptions are identified, a revised proposal letter will be prepared by GRS.

#### **Basic Services**

Basic services provided through the Shared Services program will include:

• Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:

Mrs. Jackie Skinner Feb 19, 2014 Page 2

- > A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date
- > The estimated actuarially determined contribution for the applicable fiscal years
- > The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45
- > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 30 and 31 of GASB No. 43
- > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 24, 25 and 26 of GASB No. 45
- > Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend
- > A hypothetical set of actuarial results using an alternative discount rate based on pre-funding
- Two in person or conference call meetings as mutually agreed upon by Tyler County and GRS. Out of pocket travel expenses for governments located 100 miles or more from DFW Airport will be charged to the government.

#### **Billing Schedule**

GRS pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report. For Biennial or Triennial valuations, GRS will provide the OPEB cost for the off year(s) and will walk forward the Net OPEB Obligation.

The GRS prices discussed above will be adjusted annually in January based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis.

GRS billing will also include an administrative fee of \$125 per valuation cycle payable to the NCTCOG.

#### **Options Study**

It is anticipated that Tyler County may want to consider what the options are for mitigating their OPEB liability. These Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be \$1,220 per study.

Mrs. Jackie Skinner Feb 19, 2014 Page 3

More complicated studies may not be covered under the fixed fee amount above. If a study is not included in the fixed fee pricing, the hourly rates shown in "Additional Services" below will apply or fixed fee amounts will be negotiated. GRS will provide written documentation of our understanding of the service(s) requested, the estimated number of hours by employee class, total costs and project timeline.

#### **Additional Services**

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

| GRS Resource Classification      | Hourly<br>Rates |
|----------------------------------|-----------------|
| Senior Consultant                | \$410           |
| Consultants                      | \$320           |
| Senior Analysts                  | \$205           |
| Actuarial Analysts               | \$175           |
| Systems Analysts and Programmers | \$235           |
| Administrative Support Staff     | \$130           |

A copy of this engagement letter will be made a part of the master agreement between Tyler County and GRS.

If you have any questions or need additional information please don't hesitate to e mail us at <u>sharedservices.NCTCOG@gabrielroeder.com</u> or call either Mehdi Riazi at 469-524-1343 or Brad Stewart at 469-524-1805.

Thank you for your interest in the Shared Services program.

#### Gabriel, Roeder, Smith & Company

#### **MASTER AGREEMENT**

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the

(name of government) hereinafter referred to as 'CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. <u>Tax Exempt Entities.</u> CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. <u>Role of NCTCOG</u>. NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. <u>Aggregate Information</u>. GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. <u>Fees.</u> GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services.
- E. <u>Review of Charges.</u> CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- F. <u>Termination</u>. Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

- G. <u>Work Product.</u> The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. <u>Independent Contractor.</u> All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. <u>Term.</u> The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2014.
- J. <u>Complete Agreement</u>. This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. <u>Indemnification</u>. GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. <u>Force Majeure.</u> A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. <u>Professional Standards.</u> GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

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

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

Title:

CONTRACTING GOVERNMENT

By\_\_\_\_\_

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

Title:\_\_\_\_\_

# Attachment A

# Pricing of Services – Calendar Year 2013\*

The price of the valuation is based on the following components:

a) Number of participants:

| Participant Count | - Bese Fee |
|-------------------|------------|
| Less than 100     | \$4,500    |
| 100 - 199         | \$4,500    |
| 200 - 499         | \$5,200    |
| 500 - 999         | \$5,500    |
| 1,000 - 2,499     | \$6,400    |
| Over 2,500        | \$7,000    |

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by \$1,600.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,000**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by \$1,200 for valuations which are intended to be used for two fiscal years and by \$2,400 for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by \$2,000 if claims experience is required.

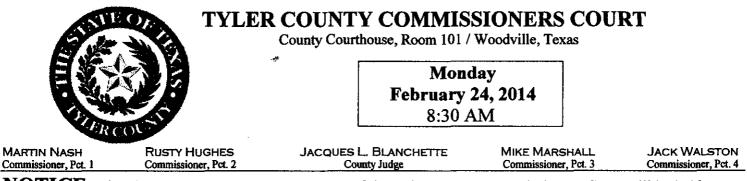
f) Pricing discount:

Employers with very simple plans may be eligible for an \$800 price reduction. The engagement agreement will specify whether the pricing discount applies.

- Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- Fees for additional services and optional services that are not determined as 'basic' will be based on the following rates:

| GRS Position Title               | Hourly Rates |
|----------------------------------|--------------|
| Senior Consultant                | \$395        |
| Consultants                      | \$310        |
| Senior Analysts                  | \$200        |
| Actuarial Analysts               | \$170        |
| Systems Analysts and Programmers | \$230        |
| Administrative Support Staff     | \$125        |

\*Prices will be adjusted annually beginning in January 2014 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.



**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

"True progress in any field is a relay race not a single event." Cavett Roberts

#### > CALL TO ORDER

Establish quorum

#### I. CONSIDER/APPROVE

- A. Minutes of previous meetings February 14, 2014 D. Gregory
- B. Advertising for bids for the construction of the Tyler County Office Complex M. Nash
- C. Extending the lease with dolargen.corp through September, 2017 J. Skinner
- D. Pipeline Permit Crossing by Davis Southern Operating Co., LLC, for right of way
- to construct a gas pipeline under County Road 4850 J. Walston
- E. Going out for bids for Road Material and Petroleum Products J. Skinner
- F. Addition of Tyler Content Manager to our financial software -J. Skinner
- G. Engaging Gabriel Roeder Smith & Co. to complete the GASB 45 Actuarial for Tyler County J. Skinner

#### **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 2013 Time

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

| S. MAR                              | TYLER                                | <b>COUNTY COMMIS</b><br>County Courthouse, Room 101 / |                                       | RT                                   |
|-------------------------------------|--------------------------------------|---|---------------------------------------|--------------------------------------|
|                                     | CUNTY -                              | Mond<br>February 2<br>8:30 A                          | 24, 2014                              |                                      |
| MARTIN NASH<br>Commissioner, Pct. 1 | RUSTY HUGHES<br>Commissioner, Pct. 2 | JACQUES L. BLANCHETTE<br>County Judge                 | MIKE MARSHALL<br>Commissioner, Pct. 3 | JACK WALSTON<br>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;

"True progress in any field is a relay race not a single event." Cavett Roberts

### > CALL TO ORDER

• Establish quorum

#### **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 M/ 8:45 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 \_\_\_\_\_ 2013 Time \_\_\_\_\_

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

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