

TYLER COUNTY COMMISSIONER'S COURT  
SPECIAL MEETING  
December 29, 2014—8:30 A.M.

THE STATE OF TEXAS                      ON THIS THE 29<sup>th</sup> day of December, 2014 the  
Commissioner's Court in and for Tyler County, Texas convened in a Special meeting at  
the Commissioner's 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
DONECE GREGORY	COUNTY CLERK, Ex Officio

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

JACKIE SKINNER	COUNTY AUDITOR
BRYAN WEATHERFORD	TYLER COUNTY SHERIFF
JOE R. SMITH	CRIMINAL DIST. ATTORNEY
MATT O'NEAL	ADULT PROBATION OFFICER

Minutes were not presented at this meeting.

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Nash**  
to approve the **budget amendments/line item transfers: District Clerk, County Judge  
and Commissioner, Pct. #2**. All voted yes and none no. SEE ATTACHED

**Commissioner Nash** motioned to approve the renewal of annual hardware maintenance  
agreement with NETDATA for the **AS400**. The motion was seconded by **Commissioner  
Walston**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** to approve the renewal of the IBM  
**hardware/software maintenance** with NETDATA. The motion was seconded by  
**Commissioner Walston**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** and seconded by **Commissioner  
Marshall** to table consideration of replacing a copy machine in the county clerk's office.  
All voted yes and none no.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner  
Marshall** to re-appoint the following members to the **Tyler County Historical  
Commission**:

Chuck Davidson, Voting Member	1/1/2015 to 12/31/2016
Bob Morris, Voting Member	1/1/2015 to 12/31/2016
Billie Ratcliff, Voting Member	1/1/2015 to 12/31/2016
Donna Taylor, Voting Member	1/1/2015 to 12/31/2016
Mayme Brown, Honorary Member	
Peggy Burton, Honorary Member	
Jesse Collins, Honorary Member	
Manie Whitmeyer, Honorary Member	
Judge Jacques L. Blanchette, Ex-Officio	All voted yes and none no.

**Commissioner Hughes** motioned to appoint Commissioner Jack Walston as **Judge Pro  
Tem**. **Commissioner Nash** seconded the motion. All voted yes and none no.

A motion was made by **Commissioner Nash** to approve the Change Order request to the  
**Texas General Land Office Disaster Recover Construction Contract**. **Commissioner  
Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED.

**Judge Blanchette** motioned that since the property has been sold the lease with **Woodville Health Care LTD** be terminated. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED.

A motion was made by **Commissioner Marshall** to approve the lease with Reno and Cleo Jaton for the use of hanger #5 at the **Tyler County Airport**. The motion was seconded by **Commissioner Hughes**. The lease will be \$400 per month. Until work is completed, the lease will be \$200 per month. All voted yes and none no. SEE ATTACHED

**Commissioner Nash** motioned to approve the lease agreement conditions for the proposed **office space for Congressman-elect Brian Babin**. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED.

A motion was made by **Commissioner Marshall** to approve the modifications to contract No. 09102013 with **Tyler County Community Supervision and Corrections Department**, as presented by Matt O'Neal. The motion was seconded by **Commissioner Walston**. The modification concerns probationers performing community service on Saturdays. All voted yes and none no. SEE ATTACHED Commissioner Nash reported that Matt have saved the county \$8000 for demolition work on the County Office Complex on Charlton Street.

A motion was made by **Commissioner Nash** to accept the resignation of Jennifer Page as the **County Extension Agent**. The motion was seconded by **Commissioner Marshall**. Mrs. Page has taken a teaching position closer to her home. All voted yes and none no. SEE ATTACHED.

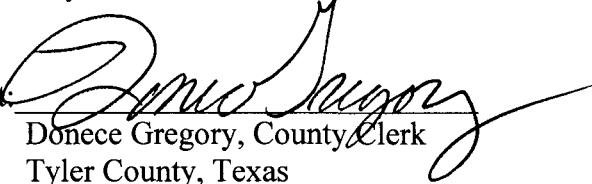
Executive session was not held.

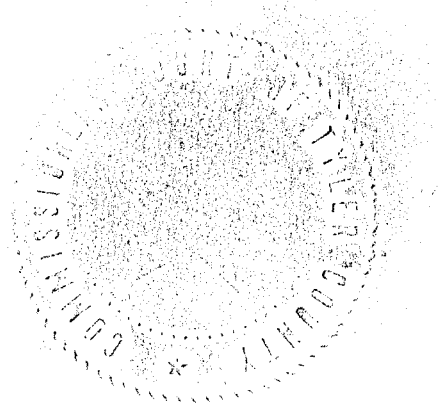
Commissioner Marshall made the motion that court be adjourned. It was seconded by Commissioner Hughes. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:45 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 December 29, 2014.

Witness my hand and seal of office on this the 9th day of January, 2015.

Attest:   
Donece Gregory, County Clerk  
Tyler County, Texas



LINE ITEM TRANSFER-BUDGET AMENDMENT

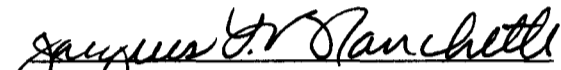
Department & Fund: I District Clerk

Date: 1/12/2014

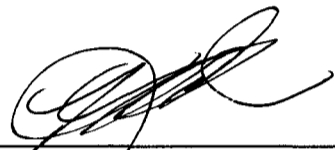
Honorable Commissioner's Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>REVENUE</u>
Telephone	010-407-42500	\$1,958.00	\$1,762.23	(\$195.77)	
Bonds, Insurance	010-407-42902	\$3,242.00	\$3,437.77	\$195.77	
					\$0.00

  
Approved Commissioners Court

  
Attest County Clerk

  
Kim Nagypal, Tyler County District Clerk

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: County Judge

Date: 1/12/2015


Honorable Commissioner's Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Court Reporter	010-415-42635	\$5,000.00	\$487.90	(\$4,512.10)	
Petit Jurors	010-415-42700	\$2,000.00	\$696.00	(\$1,304.00)	
Reimb. Court Cost	010-415-42909	\$500.00	\$271.10	(\$228.90)	
Commitments	010-415-42623	\$10,000.00	\$11,645.00	\$1,645.00	
Court Appt. Attys.	010-415-42634	\$15,000.00	\$19,400.00	\$4,400.00	
Bonds	010-421-42900	\$200.00	\$193.34	(\$6.66)	
Association Dues	010-421-42650	\$450.00	\$456.66	\$6.66	
Repairs to Courthouse	010-442-42412	\$100,000.00	\$97,214.26	(\$2,785.74)	
Utilities Best Bldg.	010-442-42516	\$13,200.00	\$10,971.05	(\$2,228.95)	
Salaries	010-442-40000	\$82,199.00	\$84,705.39	\$2,506.39	
Social Security	010-442-40100	\$6,289.00	\$6,568.35	\$279.35	
Utilities Justice Center	010-442-42511	\$55,000.00	\$57,228.95	\$2,228.95	
					\$0.00

  
Approved Commissioners Court

  
Jacques L. Blanchette, Tyler County Judge

  
Attest County Clerk

LINE ITEM TRANSFER-BUDGET AMENDMENT

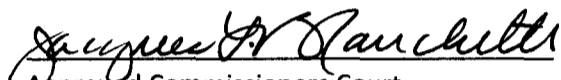
Department & Fund: Commissioner PCT. II

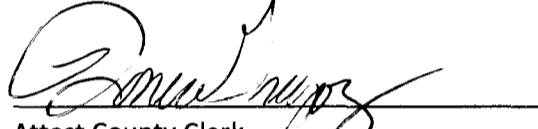
Date:

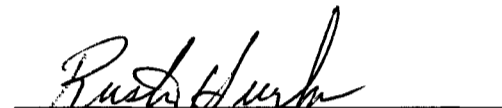
Honorable Commissioner's Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>REVENUE</u>
Principle on Warrants	022-000-44100	\$26,188.00	\$7,982.25	(\$18,205.75)	
Unemployment	022-000-40140	\$269.00	\$459.00	\$190.00	
Road Materials	022-000-42160	\$147,089.33	\$154,095.08	\$7,005.75	
Machinery Maint.	022-000-42425	\$50,356.06	\$58,733.06	\$8,377.00	
Utilities	022-000-42510	\$2,500.00	\$3,154.00	\$654.00	
Travel & Education	022-000-42659	\$2,000.00	\$3,172.00	\$1,172.00	
Purchase of Equip.	022-000-43200	\$45,000.00	\$45,807.00	\$807.00	
					\$0.00

  
Approved Commissioners Court

  
Attest County Clerk

  
Rusty Hughes, Commissioner PCT. II

**TYLER COUNTY HISTORICAL COMMISSION  
PROPOSED ROSTER 2015**

**VOTING MEMBERS**

Name	Address	Home Phone	Cell Phone	Email
CHAIRMAN Kenesson, Huntley	P. O. Box 6, Woodville, TX 75979	409-283-7257	409-429-6578	jblkene@yahoo.com
VICE CHAIRMAN Hensarling, Ray	1099 CR 1205, Woodville, TX 75979		409-658-4045	ray_hensarling@yahoo.com
TREASURER Gazzaway, John	108 Kelley Blvd., Woodville, TX 75979	409-283-3068	409-283-0479	johngazzaway@att.net
SECRETARY Smith, Wanda	605 Private Rd 6905, Colmesneil, TX 75938	409-837-4406	409-224-5399	wsmith0709@yahoo.com
David, Josh	1182 East Caney Loop, Chester, TX 75936	936-969-2555	936-635-9845	-----
Holderman, Eleanor	P. O. Box 2219, Woodville, TX 75979	409-283-5446	409-429-4830	e.holderman@sbcglobal.net
Rainey, Mary Nell	P. O. Box 88, Woodville, TX 75979	409-283-3984	409-429-0868	mnrainey@gmail.com
Smart, Jerri	P. O. Box 443, Colmesneil, TX 75938	409-837-2386	409-283-1332	-----
Smith, Charles	605 Private Rd 6905, Colmesneil, TX 75938	409-837-4406	409-429-4098	csmith0709@windstream.net
Walker, Debbie	600 Anderson St., Woodville, TX 75979	409-283-8433		-----
Davidson, Chuck	7905 FM 1745N, Chester, TX 75936	936-969-3277		chuckdavidson1745@gmail.com
Morris, Bob	400 Galahad Loop Rd., Woodville, TX 75979		713-252-8453	bobandbarbaraj@gmail.com
Ratcliff, Billie	P. O. Box 247, Spurger, TX 77660	409-429-5301	409-656-6058	
Taylor, Donna	3646 FM 1746, Woodville, TX 75979			

**ASSOCIATE MEMBERS**

Name	Address	Phone	Phone (cell)	Email
Saunders, Sue	100 W. Bluff, Woodville, TX 75979			

**HONORARY MEMBERS**

Name	Address	Phone (home)	Phone (cell)	Email
Brown, Mayme R.	1501 S. Magnolia #213, Woodville, TX 75979	409-283-5327	409-382-3642	-----
Burton, Peggy	P. O. Box 279, Woodville, TX 75979	409-283-2419		-----
Collins, Jesse C.	900 Beech St., Woodville, TX 75979	409-283-7248	409-656-9878	jgcollinshv@att.net
Hargrove, Sandra	P. O. Box 393, Woodville, TX 75979	409-331-0774	409-504-1655	shargrov@sbcglobal.net
Whitmeyer, Manie	c/o Woodville Health & Rehab 102 N. Beech St., Woodville, TX 75979			-----

**EX-OFFICIO MEMBERS**

Name	Address	Phone	Phone (cell)	Email
Blanchette, Jacques County Judge	100 W. Bluff, Rm. 102, Woodville, TX 75979	Office: 409-283-2141	N/A	judge@tylercountyjudge.com

as of 12-09-14



**Texas General Land Office  
Disaster Recovery**

Construction Contract Change Order Request Form

<b>Engineer:</b> Goodwin-Lasiter-Strong 1809 S. Chestnut, Ste 202 Lufkin, TX 75901 Phone No.: 936-637-4900	<b>Owner (Contractor Locality):</b> Tyler County 100 W. Bluff, Room 102 Woodville, TX 75979 Phone No.: 409-283-2141	<b>Contractor:</b> APAC - Texas, Inc. / Mathews Branch PO Box 330 Jasper, TX 75951 Agreement Date: 02/03/14 Phone No.: 409-384-4520
<b>Date:</b> 10/29/14 <b>Project Code No.:</b> 221529-1 <b>Bid Package No.:</b> BID1	<b>Contract For (Project Description):</b> GLO Iike 2.2 Disaster Recovery Project #1 Road Improvements Project (Packages A, B, C, & D)	<b>GLO Contract No.:</b> DRS 220191 / 13-176-000-7289 <b>Change Order No.:</b> 003

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
A3	PULVERMIX, SHAPE, & COMPACT EXISTING ROADWAY. Deduct 58,468 SY @ \$1.47/SY	\$85,947.96	
A4	MC-30 ASPHALT PRIME COAT. Deduct 58,468 SY @ \$1.23/SY	\$71,915.64	
A6	ROADWAY / DRIVE TAPER. Deduct 35 SY @ \$20.23/SY	\$708.05	
*A9	SWEEP EXISTING ROAD AND APPLY ASPHALT TACK, (RC-250 @ 0.05 GAL/SY). Add 75,195 SY @ \$0.28/SY		\$21,054.60
*A10	REPAIR ASPHALT FAILURES, PATCH POT HOLES, & 1" TYPE D HMAC LEVEL-UP. COMPLETE IN PLACE. Add 16,727 SY @ \$8.05/SY		\$134,662.35
*A11	HMAC ROADWAY TURNOUT, COMPLETE IN PLACE. Add 309 SY @ \$51.92/SY		\$16,043.28

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$3,219,379.04	Original Contract Time:	270 days
Previous Change Order(s): No. 1 to No. 2	\$160,801.91	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	\$3,380,180.95	Contract Time Prior to this Change Order:	270 days
Net Increase/Decrease of this Change Order:	\$13,178.58	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	\$3,393,359.53	Contract Time With all Change Orders:	270 days
Cumulative Percent Change in Contract Price (+/-): + 5.4%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 2015
Construction Contract Start Date: (mm/dd/yy)	07/14/14	Construction Contract End Date: (mm/dd/yy)	04/10/2015

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.  
 \* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

<b>RECOMMENDED:</b>  By: <u><i>[Signature]</i></u> ENGINEER  Date: <u>11/7/14</u>	<b>APPROVED:</b>  By: <u><i>[Signature]</i></u> OWNER  Date: <u>11/7/14</u>	<b>ACCEPTED:</b>  _____ CONTRACTOR  Date: _____
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STATE OF TEXAS           §  
  §  
COUNTY OF TYLER       §

**TERMINATION OF LEASE AGREEMENT**

This Termination of Lease Agreement is entered into effective [Enter Closing Date] (the "Effective Date") between **TYLER COUNTY, TYLER COUNTY HOSPITAL DISTRICT** (collectively the "Landlord") and **WOODVILLE HEALTH CARE CENTER LTD. CO.** ("Lessee").

WITNESSETH:

WHEREAS, Landlord and Lessee entered into a Lease Agreement ("Agreement") dated September 12, 2003, with a copy of the lease attached hereto as Exhibit A; and

WHEREAS, Cantex Health Care Centers LLC, the parent of Lessee, has submitted a successful bid to purchase that certain property as described in Exhibit B and includes the Parking Premises and Access Premises as described in the Agreement; and

WHEREAS, Landlord and Tenant desire to terminate the Agreement,

NOW, THEREFORE, know all men by these presents, that for and in consideration of the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree:

1. The Agreement shall be terminated as of the Effective Date.
2. Landlord and Lessee shall be relieved of their obligations related to the Agreement as of the Effective Date.
3. This Termination may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.
4. Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

[signature page follows]

EXECUTED this \_\_\_\_ day of December, 2014

**Tyler County**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of December, 2014

**Tyler County Hospital District:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of December, 2014

**Woodville Health Care Center Ltd. Co.  
d/b/a Woodville Convalescent Center, a  
Texas limited liability company**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

After Recording Return To:  
Brian Bendert  
c/o LB Belon LLC  
430 Park Ave, Suite 702  
New York, NY 10022

EXHIBIT A  
COPY OF LEASE AGREEMENT

EXHIBIT B

DESCRIPTION OF PROPERTY TO BE PURCHASED

FIELDNOTES TO A 0.642 ACRE TRACT OF LAND AS SITUATED IN THE JOSIAH WHEAT SURVEY, A-657, TYLER COUNTY, TEXAS AND BEING THE RESIDUE OF THAT SAME CALLED 10 ACRES, MORE OR LESS, AS CONVEYED BY R.E. PENNINGTON AND WIFE, GLADYS PENNINGTON TO THE COUNTY OF TYLER BY DEED RECORDED IN VOLUME 120, PAGE 309 OF THE DEED RECORDS OF TYLER COUNTY. SAID 0.642 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY OF U.S. HIGHWAY 190 FOR THE SOUTHEAST CORNER OF THE RESIDUE OF THE ABOVE MENTIONED COUNTY OF TYLER 10 ACRES AND OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF THE TYLER COUNTY HOSPITAL DISTRICT 0.918 ACRE TRACT AS RECORDED AND DESCRIBED IN VOLUME 255, PAGE 72 OF THE COUNTY DEED RECORDS;

THENCE N 89°35'00"W 70.13 FT. FT., WITH THE NORTH RIGHT OF WAY OF U.S. HIGHWAY 190, TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT IN THE HIGHWAY RIGHT OF WAY;

THENCE SOUTHWESTERLY 194.71 FT. ALONG THE ARC OF THE CURVE IN THE HIGHWAY RIGHT OF WAY, HAVING A CENTRAL ANGLE OF 01°55'49", A RADIUS OF 5779.58 FT. AND A CHORD BEARING S 89°32'21"W 194.70 FT. TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT LOCATED AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF U.S. HIGHWAY 190 WITH THE EAST RIGHT OF WAY OF N. BEECH STREET;

THENCE N 02°41'44"W 107.54 FT., WITH THE EAST RIGHT OF WAY OF N. BEECH STREET, TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF THE WOODVILLE CONVALESCENT CENTER 1.436 ACRE TRACT, BEING THE RESIDUE OF THAT SAME CALLED 1.50 ACRE TRACT RECORDED IN VOLUME 248, PAGE 641 OF THE OFFICIAL PUBLIC RECORDS;

THENCE S 89°44'57"E 265.08 FT., WITH THE SOUTH LINE OF THE WOODVILLE CONVALESCENT CENTER 1.436 ACRE TRACT, TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAME AND THE NORTHEAST CORNER OF THIS TRACT LOCATED ON THE WEST LINE OF THE PREVIOUSLY MENTIONED TYLER COUNTY HOSPITAL DISTRICT 0.918 ACRE TRACT;

THENCE S 02°37'00"E 105.32 FT., WITH THE WEST LINE OF THE TYLER COUNTY HOSPITAL DISTRICT 0.918 ACRE TRACT, TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 0.642 OF AN ACRE OF LAND.

THE BEARINGS RECITED HEREIN ARE BASED AND/OR ROTATED TO THE WEST LINE OF THE TYLER COUNTY HOSPITAL DISTRICT 0.918 ACRE TRACT.  
(S 02°37'00"E)

SURVEYED JULY 3, 2014

I, LYLE RAINEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4800, DO HEREBY CERTIFY THAT THE FIELDNOTE DESCRIPTION OF THE ABOVE DESCRIBED TRACT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY AND THAT SAME IS TRUE AND CORRECT.

# INDUSTRIAL LEASE

## BASIC INFORMATION

**Date:** 12/29/14, 2014

**Landlord:** County of Tyler in the State of Texas, a Texas governmental entity

**Landlord's Address:**

County of Tyler in the State of Texas  
100 West Bluff  
Woodville, Texas 75979

**Tenant:** Jatón Aviation, LLC, a Texas limited liability company

**Tenant's Address:**

Jatón Aviation, LLC  
615 North Reid Str.  
WOODVILLE TX 75979

Phone: 409-283-7030

**Premises:**

Approximate square feet: 4830 square feet  
Name of Building: Airport Hanger at Tyler County Airport  
Street address/suite: 338 C.R. 2025  
City, state, zip: Woodville, Texas 75979

**Term (months):** Sixty (60) months

**Commencement Date:** May 1, 2014  
**Termination Date:** April 30, 2019

**Rent (monthly):** The rent shall be FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per month.

**Rent Credit (monthly):** The monthly rent payments shall reflect that the Tenant incurred certain expenses and performed extensive work rehabilitating the Premises. The value of the Tenant's work and expenses involved in the rehabilitation of the Premises are set forth in Schedule 1 attached to the Lease and may be amended from time to time by

the parties hereto by attaching supplements to Schedule 1 signed by all parties to this Lease. The Tenant shall receive a credit of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month to be applied toward the monthly rent until the total amount of the credits applied to the rent equal the value of the Tenant's work and expenses set forth in Schedule 1, as may be amended from time to time.

**Tenant's Share of Landlord Provided Utilities:** Tenant shall pay a utility fee of \$ 25.00 per month for water and wastewater services supplied to the Premises by the Landlord.

**Permitted Use:** Any lawful activity related to the field of aviation, aircraft repair/maintenance, and/or aviation education.

**Tenant's Insurance:** As required by Insurance Addendum

**Landlord's Insurance:** As required by Insurance Addendum

**Tenant's Rebuilding Obligations:** If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant.

**A. Definitions**

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Common Areas" means all facilities and areas of the Building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building, including parking lots. Landlord has the exclusive control over and right to manage the Common Areas.

A.3. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

A.4. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

**B. Tenant's Obligations**

B.1. **Tenant agrees to-**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, on the first day of the month, the Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g. Pay Tenant's Share of Landlord Provided Utilities related to those utility services provided by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, reasonable wear excepted.

B.1.j. Keep the tarmac, sidewalks, service ways, loading areas, and/or other public thoroughways and areas adjacent to the Premises clean and unobstructed.

B.1.k. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.l. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

B.1.m. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.n. Pay all costs caused by Tenant's introduction of materials, other than ordinary human waste, into the sanitary sewer system.

B.1.o. Install and maintain any dilution tanks, holding tanks, settling tanks, sewer



sampling devices, sand traps, grease traps, or other devices required by law for the Permitted Use of the sanitary sewer system.

B.1.p. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B.1.q. INDEMNIFY, DEFEND, AND HOLD LANDLORD, AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND ITS RESPECTIVE AGENTS.**

**B.2. Tenant agrees not to-**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Premises.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.f. Change Landlord's lock system without prior written approval of the Landlord.

B.2.g. Alter the Premises without prior written approval of the Landlord.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.j. Place any signs on the Premises without Landlord's written consent.

**C. Landlord's Obligations**

**C.1. Landlord agrees to-**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building.

C.1.c. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) the exterior walls, excluding windows, window glass, plate glass, and doors, and (iv) one-half of the costs regarding the HVAC system, excluding duct work and vents.

C.1.d. INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

**C.2. Landlord agrees not to-**

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

**D. General Provisions**

**Landlord and Tenant agree to the following:**

D.1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.3. *Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.4. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. *Casualty/Total or Partial Destruction*

D.5.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.5.b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate.

If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. *Condemnation/Substantial or Partial Taking*

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

D.10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party

fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

D.13. *Security Deposit.* Landlord does not require a security deposit from the Tenant.

D.14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.17. *Venue.* Exclusive venue is in the county in which the Premises are located.

D.18. *Entire Agreement.* This lease, its exhibits, schedules, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.23. *Advertisement of Premises.* During the last thirty days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

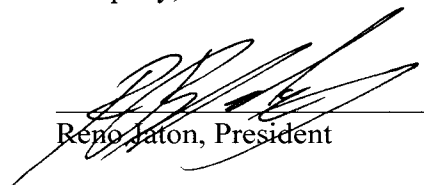
D.24. *Extension Option.* Tenant has the option to extend the Term as provided in the attached extension option rider.

D.25. *Asbestos.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.

County of Tyler in the State of Texas, a Texas governmental entity,

  
Jacques Blanchette, County Judge

Jaton Aviation, LLC, a Texas limited liability company,

  
René Jaton, President

## INSURANCE ADDENDUM TO LEASE

**Lease**

**Date:** \_\_\_\_\_, 2014  
**Landlord:** County of Tyler in the State of Texas, a Texas governmental entity  
**Tenant:** Jatón Aviation, LLC, a Texas limited liability company

This insurance addendum is part of the lease.

**A. Tenant agrees to -**

1. Maintain the property and liability insurance policies required below:

<b>Type of Insurance or Endorsement</b>	<b>Minimum Policy or Endorsement Limit</b>
---	--

*General Liability Insurance Policies Required of Tenant:*

Business owner's policy	Per occurrence: \$ _____
	General aggregate: \$ _____

*Required Endorsement to Tenant's General Liability or Business Owner's Policy:*

Additional insured	County of Tyler in the State of Texas, a state governmental entity
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*Property Insurance Policy Required of Tenant:*

Business owner's policy	100 percent of replacement cost of (a) all items included in the definition of Tenant's Rebuilding Obligations and (b) all of Tenant's furniture, fixtures, equipment, and other business personal property located in the Premises.
-------------------------	--

2. Comply with the following additional insurance requirements:
  - a. The commercial general liability (or business owner's property policy) must be endorsed to name Landlord as an "additional insured" and must not be endorsed to exclude the sole negligence of Landlord from the definition of "insured contract."
  - b. Additional insured endorsements must not exclude coverage for the sole or

contributory ordinary negligence of Landlord.

c. Property insurance policies must contain waivers of subrogation of claims against Landlord.

d. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

3. Obtain the approval of Landlord with respect to the following: the forms of Tenant's insurance policies, endorsements and certificates, and other evidence of Tenant's Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant's Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant's Insurance.

**B. Landlord agrees to** maintain the liability insurance policy required below during the Term:

<b>Type of Insurance</b>	<b>Minimum Policy Limit</b>	
Commercial general liability (occurrence basis)	Per occurrence:	\$1,000,000.00
	General aggregate:	\$1,000,000.00



## EXTENSION OPTION RIDER

Landlord grants Tenant an option to extend the Term for five (5) consecutive periods of five (5) years each (each Five (5) year period being an "Additional Term").

Tenant's rights under this option terminate if (1) the lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns its interest in the lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

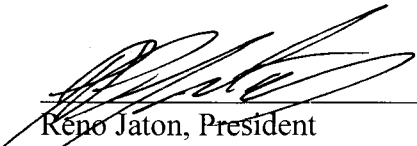
Landlord and Tenant agree to the following:

1. During each Additional Term the lease will continue as written.
2. The option to extend for each Additional Term must be exercised by written notice delivered to Landlord ninety days before the Termination Date. Upon exercise of the option to extend for the Lease for an Additional Term, the Termination Date of Lease shall be extended to the end of that Additional Term.

County of Tyler in the State of Texas, a Texas governmental entity,

  
Jacques Blanchette, County Judge

Jaton Aviation, LLC, a Texas limited liability company,

  
Reno Jaton, President

U.S. House of Representatives

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 114<sup>th</sup> Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, Judge Jacques Blanchette on behalf of Tyler County, 100 W Bluff, Woodville, Texas 75979

(Landlord's name) (Landlord's street address, city, state, ZIP code)  
("Lessor"), and Dr. Brian Babin, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 360 square feet of office space located at 100 W Bluff B100 and B108

(Office street address)  
in the city, state and ZIP code of Woodville, Texas 75979.  
(Office city, state and ZIP)

2. **Lease Amenities.** Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):

- Telephone Service Available. (interior wiring CAT 5e or better)
- Broadband Internet Access to Building. (e.g., COMCAST, COX or like provider)
- Parking.  no. of assigned parking spaces  no. of unassigned parking spaces
  - General off-street parking on an as available basis
- Utilities. Includes: Water and electric
- Janitorial Services. Frequency: daily
- Trash Removal. Frequency: daily
- Carpet Cleaning. Frequency: \_\_\_\_\_
- Window Washing.  Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: \_\_\_\_\_
- Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No
- Building Manager.  Onsite  On Call Contact Name: Rick Phelps  
Phone Number: 409-377-0847 Email Address: \_\_\_\_\_

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 20 15 and ending January 2, 20 17. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be \$0.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

**District Office Lease**

(Page 2 of 3 – 114<sup>th</sup> Congress)

5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114<sup>th</sup> Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114<sup>th</sup> Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

Lessor shall be responsible for alterations considered capital improvements. They must be paid by the landlord and amortized over the term of the Lease. Lessee shall be responsible for Non-Capital improvements include painting, carpeting the space and any other alterations that does not add value to the property. Said alterations must fall under permissible guidelines setforth by the Tyler County Historical Society.

[Signature page follows.]

**District Office Lease**  
(Page 3 of 3 - 114<sup>th</sup> Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Tyler County Judge, Jacques Blanchette _____ <i>Print Name of Lessor/Landlord/Company</i>	Congressman Elect Brian Babin _____ <i>Print Name of Lessee</i>
By: <i>Jacques Blanchette</i> <i>Lessor Signature</i> Name: Title:	<i>Brian Babin</i> <i>Lessee Signature</i>
_____ 12/29/14 <i>Date</i>	_____ 1/23/14 <i>Date</i>

***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***

**District Office Lease Attachment**

(Page 1 of 4 -- 114<sup>th</sup> Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease -- which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House -- shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

**District Office Lease Attachment**

(Page 2 of 4 – 114<sup>th</sup> Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114<sup>th</sup> Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

**District Office Lease Attachment**  
(Page 3 of 4 – 114<sup>th</sup> Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

**District Office Lease Attachment**  
(Page 4 of 4 - 114<sup>th</sup> Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Tyler County Judge Jaques Blanchette _____ <i>Print Name of Lessor/Landlord</i>	Congressman Brian Babin _____ <i>Print Name of Lessee</i>
By: <u>Jaques Blanchette</u> <i>Lessor Signature</i> Name: Title:	<u>Brian Babin</u> <i>Lessee Signature</i> Name: Title:
<u>12/29/14</u> <i>Date</i>	<u>1/24/14</u> <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name <u>Stuart Burns</u> Phone <u>(703) 508-1896</u> E-mail <u>Stuart.Burns@mail.house.gov</u>
--

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.
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## District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 114<sup>th</sup> Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114<sup>th</sup> Congress, leases should end on January 2, 2017, not December 31, 2016.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 has boxes that can be checked on whether any lease amenities (such as parking, utilities, janitorial services, trash removal, etc.) are included in the lease. Note that this checklist is only for convenience and the listed amenities are not required. Some of the options have a blank line to be filled in to provide additional information about an amenity.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2015); and (2) date lease ends (must be on or before January 2, 2017).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 114<sup>th</sup> Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

## District Office Lease Attachment- Instructions

The District Office Lease Attachment is a 4-page document that must accompany every Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

The term of a District Office Lease or Amendment for the 114<sup>th</sup> Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114<sup>th</sup> Congress, leases should end on January 2, 2017, not December 31, 2016.

### Four things are required:

1. the signature of the Landlord and date;
2. the signature of the Member/ Member-Elect of Congress and date;
3. contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
4. the signature from the Office of the Administrative Counsel.

### A few things to keep in mind:

- A. The Member/ Member-Elect is required to personally sign the documents.
- B. The Attachment SHALL NOT have any provisions deleted or changed.
- C. Even if rent is zero, an Attachment is still required.
- D. Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- E. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- F. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- G. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

## MODIFICATION OF CONTRACT

**Contract No.:** (09102013)  
**Modification No.:** 1  
**Date Modification Issued:** 12/29/2014  
**Effective Date of Modification:** 01/01/2015

**Name and Address of Vendor:**  
Tyler County  
100 W Bluff,  
Woodville, Texas 75979

**Issued by (Name and Address of CSCD):**  
Tyler County CSCD  
100 W Bluff, Rm 301  
Woodville, Texas 75979

**Authority for Modification (cite authority in contract, law, regulation or other authority; i.e., "Article XIII, Para. 8.7"):** Article III, Section 1

**Provision of Contract Modified (i.e., "Term"):** Article 1, Section 1, Terms and Conditions

**Description of Modification (i.e., "This contract is renewed for a period of one year beginning on September 1, 2000, and ending on August 31, 2001):** A, 1. Provide work site supervision to offenders, who are assigned to perform community service in accordance with Article 42.12, Sec. 16 of the Texas Code of Criminal Procedure, five days a week and select Saturdays, 52 weeks of each fiscal year, excluding holidays that have been approved by Commissioners Court.

**Name and Title of Department's Representative:**  
Matt O'Neal

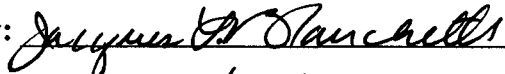
**Department's Name:**  
Tyler County CSCD

**By:** 

**Date Signed:** 12/19/14

**Name and Title of Vendor's Representative:**  
Honorable Jacques L. Blanchette

**Vendor's Name:**  
Tyler County

**By:** 

**Date Signed:** 12/29/14

## INTERLOCAL COOPERATION CONTRACT

SEP 10 2013

DIONECE GREGORY, COUNTY CLERK  
TYLER COUNTY, TEXASBy *Dionece Gregory*

**WHEREAS**, the County of Tyler (hereinafter "Performing Party") is a validly organized and constituted governmental entity properly established in accordance with Chapter 71, Local Government Code;

**WHEREAS**, the Tyler County Community Supervision and Corrections Department (hereinafter "Department") is properly established in accordance with Chapter 76, Government Code;

**WHEREAS**, Chapter 140, Local Government Code, permits the Department, as a "specialized local entity," to enter into contractual arrangements;

**WHEREAS**, Chapter 791, Government Code, authorizes local governments to increase their efficiency and effectiveness by contracting with one another and with agencies of the state;

**THEREFORE**, this Interlocal Cooperation Contract (hereinafter "contract") is made and entered into by and between the Performing Party and the Department.

**ARTICLE I  
SPECIFICATIONS**

**1.1 Terms and Conditions.**

A. The Performing Party shall, in accordance with the terms of this contract, provide all the necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the Department) and do all things necessary for, or incidental to, the provision of the services listed as follows:

1. **Provide work site supervision to offenders six days a week, 52 weeks of each fiscal year who are assigned to perform community service in accordance with Article 42.12, Sec. 16 of the Texas Code of Criminal Procedure;**
2. **Offenders may only perform meaningful work that is commensurate with each offender's abilities that are approved by the sentencing judges (see Attachment A for list of Agencies approved);**
3. **The Performing Party will insure job site safety; report all misconduct including disrespectful, irresponsible, dangerous, and poor job performance to the Department;**
4. **The Performing Party will provide and maintain safety equipment and tools necessary to perform the various jobs required;**
5. **The Performing Party will provide the Department weekly, accurate time sheets for each offender that performs community service work.**

C. All employees of the Performing Party providing services to offenders shall have and maintain all required licenses, certifications, and other qualifications.

### **1.2 Compensation.**

The Department agrees to make payments to the Performing Party for the delivery of the services described in Article I, Paragraph 1.1, A. above.

A. The department shall pay the sum of \$2,000 per month for services rendered upon submission of an invoice on the Department's standardized billing form.

B. Invoices shall be presented to the Department by the 15<sup>th</sup> day of each month.

C. The total amount of payments to the Performing Party during the fiscal year shall not exceed \$24,000.

D. The Performing Party and the Department agree that these payments fairly compensate the performing party for the services or functions performed under the contract. This contract is subject to the availability of funds as appropriated by the legislature and made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this contract shall be subject to immediate modification, reduction or termination.

### **1.3 Contract Period.**

This contract is for a period of 2 year(s) beginning on September 1, 2013, and ending on August 31, 2015. It may be renewed or terminated as hereinafter provided.

## **ARTICLE II GENERAL CONDITIONS**

### **2.1 Duties and Obligations.**

The Performing Party shall:

A. Provide the services outlined in Article I. Paragraph 1.1, in compliance with applicable federal and state laws, including all constitutional, legal, and court-ordered requirements;

B. Comply with all applicable standards established by the Texas Board of Criminal Justice.

C. Comply with the HIV standards at Exhibit J, which are incorporated into this contract by reference.

D. Furnish such quarterly financial and program data as may reasonably be requested by the Department;

E. Provide reasonable access to all records, books, reports, and other data and information needed to accomplish reviews of services and expenditures;

F. Permit the Department, or Department's designee, to inspect, review, and audit its records and reports to review services and evaluate performance; and

G. Permit the Department, or Department's designee, to conduct site visits at times mutually agreed upon between the parties.

## **2.2 Confidentiality.**

When applicable, records of identity, diagnosis, prognosis, or treatment of any offender through this contract shall be confidential and may be disclosed only in accordance with applicable laws.

A. Absent specific statutory authority to the contrary, no confidential information may be released without the offender's written consent as documented by a signed release form that complies with the requirements of the applicable laws and regulations.

B. All records prepared in conjunction with this contract or maintained on offenders shall be the property of the Department. All records (electronic or paper) pertinent to this contract shall be retained by the Providing Party for a period of five years with the following qualification: if any audit, litigation or claim is initiated before the expiration of the five-year period, the records shall be retained until the audit, litigation or claim has been resolved. The Providing Party shall request disposition instructions from the department at the end of the retention period.

C. The Performing Party shall promptly notify the Department in writing if any legal process requires disclosure of an offender's record and shall obtain written acknowledgment of the Department's representative.

## **ARTICLE III**

### **MODIFICATION, RENEWAL, CANCELLATION, DEFAULT, AND TERMINATION**

#### **3.1 Modification.**

This contract may be modified at any time with the mutual consent of the Director of the Department and of the Performing Party. Any such modification must be documented in writing.

#### **3.2 Renewal.**

This contract may be renewed in one-year or two-year increments by the mutual consent of the Director of the Department and of the Performing Party. Any such renewal must be documented in writing.

### **3.3 Cancellation.**

Payments must be made from current revenues available to the Department. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

### **3.4 Termination for Convenience.**

Either party may terminate this contract for any reason, without cause, and at any time, by furnishing to the other party thirty (30) days prior written notice. Upon termination, the Department shall only be obligated to compensate the Performing Party for services performed and payments earned hereunder up to the date of the termination. The Performing Party shall be obligated to provide services until the date of the termination. Neither party shall be entitled to any other compensation based on this contract.

### **3.5 Default, Cure Notice, Termination for Cause.**

#### **A. Default by the Performing Party.**

1. A material failure to keep, observe, perform, meet or comply with any term or provision of this contract by the Performing Party shall constitute an event of default.
2. Upon the occurrence of an event of default by the Performing Party, the department shall notify the Performing Party of such event of default by registered United States Mail, return receipt requested.
3. Upon receipt of a notice of an event of default, the Performing Party shall have thirty (30) days to cure the default.
4. If the Performing Party fails to cure the default, the Department may suspend payments, terminate the contract for cause, and pursue any remedy it may have at law or in equity.

#### **B. Default by the Department.**

1. A failure by the Department to pay the Performing Party within thirty (30) days after such payment is due, provided such failure to pay is not the result of the Comptroller of the State of Texas withholding payments to the Department, shall constitute an event of default.
2. Upon the occurrence of an event of default by the Department, the sole remedy of the Performing Party is to terminate the agreement. Upon such termination, the Performing Party shall be entitled to receive payment from the Department for all services satisfactorily furnished up to and including the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement, including the Exhibits attached hereto and incorporated herein by reference, to be executed as of the last date indicated below.

Executed in Tyler County, Texas by:

Department: Tyler County CSCD

By: Matt O'Neal Title: Director

 Date: 8-21-13

Performing Party: Tyler County

By: Tyler County Commissioner's County

Title: Honorable Jacques L. Blanchette

 Date: 9/9/13



**Judge2**

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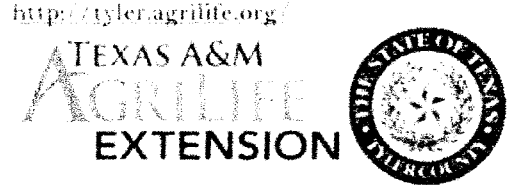
**From:** Jennifer Page <Jennifer.Page@ag.tamu.edu>  
**Sent:** Friday, December 19, 2014 2:11 PM  
**To:** JACQUES BLANCHETTE; judge@co.tyler.tx.us  
**Subject:** Resignation Letter  
**Attachments:** CountyResignation.pdf

Dear Judge Blanchette,

I am attaching a formal resignation letter to be effective January 2, 2015.

I apologize for not talking to you about it when I saw you this morning but I know you were busy and I wanted to speak to Maegan and Cassie about it first. I didn't want to surprise them.

*Jennifer M. Page, MEd*  
County Extension Agent  
1000  
1000  
1000  
1000  
1000  
1000  
1000  
1000  
<http://tyler.agrilife.org/>



*Extension Family and Consumer Sciences  
Raising Kids, Eating Right, Spending Smart.  
Living Well. Improving Lives. Improving Texas.*

Programs and projects of the Texas A&M AgriLife Extension System are open to all people and are designed to be accessible to all people with national programs, state programs, and local programs. The Texas A&M AgriLife Extension System is committed to providing equal access to all people and is an equal opportunity organization.

If you need an accommodation to participate in a program or have questions about the physical access provided, please contact me well in advance of the program.

Jennifer Page  
PO Box 192  
Moscow, TX 75960  
(936) 215-0794  
mrsjenniferpage@gmail.com

December 19, 2014

Jacques Blanchette  
County Judge  
Tyler County  
100 W. Bluff St.  
Woodville, TX 75979

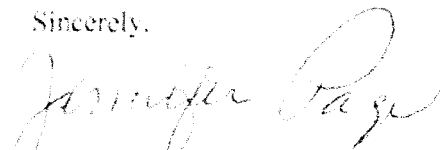
Dear Judge Blanchette:

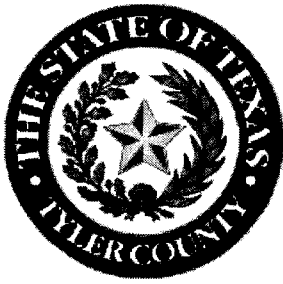
I am writing to announce my resignation as Tyler County's Family and Consumer Science Extension Agent, effective two weeks from this date, January 2, 2015. I am very sorry to cause any inconvenience!

Thank you for the opportunities for growth that you have provided me. Please know that this was not an easy decision to make as I've very much enjoyed working in this position. Unfortunately, family circumstances at this time require my full attention, which leave me no time to fulfill my duties.

I wish you and the county all the best! If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

  
Jennifer Page



**TYLER COUNTY COMMISSIONERS COURT**  
County Courthouse, Room 101 / Woodville, Texas

*Nash  
Gre  
Matt  
Sher. A*

Monday  
**December 29, 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 *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

*"Progress occurs when courageous, skillful leaders seize the opportunity to change things for the better." Harry S. Truman*

### ➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – ~~J. Walston~~
- Pledge of Allegiance – ~~J. Walston~~

### I. CONSIDER/APPROVE

- ~~X~~ A. Minutes from previous meeting(s) - *D. Gregory*
- m/n* B. Budget amendments/line item transfers – *J. Skinner Dist Clerk, Com Pct. 2*
- n/w* C. Renewal of Annual Hardware for the AS400 (Net Data) – *J. Skinner*
- n/w* D. Renewal of Maintenance Agreement with Net Data for IBM computer – *J. Skinner*
- w/m* E. Replacing copy machine in the county clerk's office – *D. Gregory*
- H/m* F. Tyler County Historical Commission additional re-appointments – *J. Blanchette*

Appointed By	Appointee	Term
Commissioner's Court	Chuck Davidson, Voting Member	1/1/15 to 12/31/16
	Bob Morris, Voting Member	1/1/15 to 12/31/16
	Billie Ratcliff, Voting Member	1/1/15 to 12/31/16
	Donna Taylor, Voting Member	1/1/15 to 12/31/16
	Mayme Brown, Honorary Member	
	Peggy Burton, Honorary Member	
	Jesse Collins, Honorary Member	
	Manie Whitmeyer, Honorary Member	
	Judge Jacques Blanchette, Ex-Officio	

- G. Name a new Judge Pro-Tem - J. Blanchette *H/N to apppt Jack Winston*
- H. Texas General Land Office Disaster Recovery Construction Contract Change Order Request - M. Nash *N/A*
- I. Termination of Lease with Woodville Health Care LTD - J. Blanchette *has been sold J/W*
- J. Private Lease with Reno and Cleo Jatton for use of Hanger #5 at Tyler County Airport - M. Marshall *400 pmmt 200 until work is done as writer compl*
- K. Lease Agreement conditions for proposed office space provided to Congressmen-elect Brian Babin - J. Blanchette
- L. Modification to Contract No. (09102013) between Tyler County and Tyler County CSCD - M. O'Neal *modification as to Saturdays Nash said \$8000*
- M. Accepting resignation of Jennifer Page, County Extension Agent - J. Blanchette *taking a teaching position closer to home*

**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.

*m/H* **ADJOURN** 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 \_\_\_\_\_ 2014 Time \_\_\_\_\_

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

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