

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
September 8, 2015 - 8:30 am

THE STATE OF TEXAS ON THIS THE 8th day of September, 2015 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, PRESIDING
MARTIN NASH	COMMISSIONER, PCT 1
RUSTY HUGHES	COMMISSIONER, PCT 2
MIKE MARSHALL	COMMISSIONER, PCT 3
JACK WALSTON	COMMISSIONER, PCT 4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: none thereby constituting a quorum. In addition the above were:
JACKIE SKINNER COUNTY AUDITOR
DALE FREEMAN CONTABLE, PCT 1/Emergency Management

A motion was made by **Commissioner Hughes** and seconded **Commissioner Walston** to approve the **Budget Amendments for Commissioners' Court Appropriations**, as presented by the County Auditor. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to solicit bids to sell scrap metal from the **Tyler County Collection Center**. **Commissioner Marshall** seconded the motion. The bids will be opened at the meeting in October. All voted yes and none no. SEE ATTACHED NOTICE.

A motion was made by **Commissioner Marshall** to approve the update for the **ePollbooks**, as requested by the County Clerk. The motion was seconded by **Commissioner Hughes**. All voted yes and none no. SEE ATTACHED QUOTE

A motion was made by **Commissioner Marshall** to appoint Alvina Means as the election judge to fill a vacancy; and Mary Lou Jeans as the alternate judge for voting precinct #14. **Commissioner Walston** seconded the motion. All voted yes and none no.

Commissioner Marshall motioned to set the maximum number of election clerks for the November 3rd election, as recommended by the County Clerk. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Walston** and seconded **Commissioner Marshall** to approve renting a new **postage meter for the County Clerk's department**. The present machine is 11 years old and obsolete per Pitney Bowes. Commissioner Walston requested the County Auditor to look into getting a postage meter for the new office complex. All voted yes and none no. SEE ATTACHED

Judge Blanchette motioned to renew the Agreement with **Jasper Newton County Public Health District**. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** and seconded **Commissioner Walston** to approve \$2000 monetary assistance to **Warren Youth Football** from money set aside for Tyler County Youth Programs. All voted yes and none no. SEE ATTACHED INVOICE

Dale Freeman recommended that the **burn ban** not be lifted at this time. The county is still on the edge of extreme conditions on the graph, per Judge Blanchette. There was no action taken to rescind the burn ban.

Judge Blanchette reported that Justice of the Peace, Trisher Ford, decided to rescind her request for resignation. No action was taken on item "J" or "K".

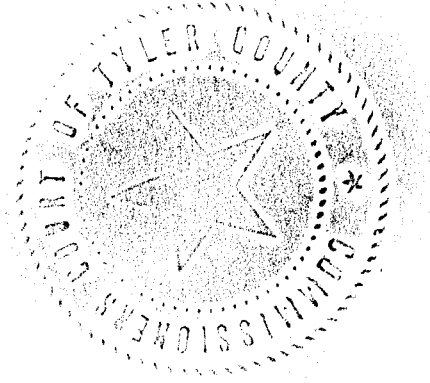
A motion was made by Commissioner Nash and seconded by Commissioner Hughes that the meeting adjourn. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:49 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners' Court, do hereby certify the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on September 8, 2015.

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

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas



LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Commissioner's Court Appropriations/General Fund

Date: 09/08/15

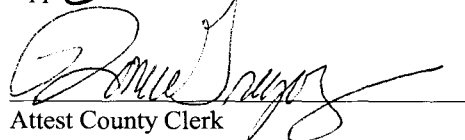
Honorable Commissioners' Court of Tyler County

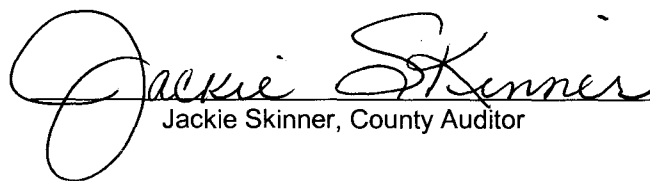
I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>
Part-time Salaries	010-401-40050	14,000.00	24,000.00	10,000.00
Social Security	010-401-40100	1,071.00	1,836.00	765.00
Public Officials Liability	010-401-42349	26,000.00	35,595.00	9,595.00
Autopsies	010-401-42643	40,000.00	50,574.40	10,574.40
Association Dues	010-401-42650	6,000.00	7,913.62	1,913.62
Radio Tower Rental	010-401-42697	4,000.00	11,478.11	7,478.11
Contingency for Misc.	010-401-42178	400,000.00	650,005.00	250,005.00
General Fund Balance	010-30000	-	290,331.13	(290,331.13)

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court


Attest County Clerk


Jackie Skinner, County Auditor

Publish two times
____ Newspaper
____ Court Agenda
____ County Clerk

NOTICE TO BIDDERS

Tyler County is currently seeking Bid Proposals for the following:

ID# 09082015-01 Scrap Metal at the Tyler County Collection Center

Sealed bids will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas 75979, until 8:30 a.m. on Thursday October 22, 2015, at which time and place all bids received will be publicly opened during the regularly scheduled Commissioner's Court meeting.

FACSIMILES SHALL NOT BE ACCEPTED.

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

Information may be obtained by contacting Jack Walston, Commissioner Pct. 4, at (409)283-7013. Items may be seen at the Tyler County Collection Center, CR 1010 Woodville, Texas between the hours of 8:00am-3:30pm Monday-Saturday. Metal is sold in "as is" condition.

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

The 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**



Price Quote

Date	January 21, 2015
Customer	Tyler County, TX
Additional Notes	
Version	ePB

Item	Description	Quantity	Price per Unit	Total	Remarks
1	ePB Update - Professional Services, for 10 ePBs	1	\$ 4,934.00	\$ 4,934.00	Update includes OS upgrade to Win 7; enhanced Texas ePB code (ability to view former name; suffix; ID requirement; drivers license scan use for Vote Centers); improved networking capability; upgrade to a total of 2GB memory, if needed; and training.
2					
3					
4					
5	Additional License & Support - annual fee (per unit), prorated for 8 months	10	\$25.00	\$ 166.67	Annual fee, prorated to align with contract anniversary
6					
				Subtotal	\$ 5,100.67
				Shipping and Handling	not applicable <----- Estimated Minimum Cost
				Total	\$ 5,100.67

Billing Address and Phone
TYLER COUNTY County Clerk Donece Gregory 116 S. Charlton Street Woodville, TX 75979 (409) 283-2281 FAX: (409) 283-8049 dgregory.cc@co.tyler.tx.us

Shipping Address and Phone
TYLER COUNTY County Clerk Donece Gregory 116 S. Charlton Street Woodville, TX 75979 (409) 283-2281

Billing Instructions

Shipping Instructions

Terms and Conditions:
 Prices valid for 30 days. Upon receipt of signed and returned quote, Hart will contact the customer to schedule the date of the upgrade. The installation date will take place after the November 2014 election. Annual fees will be applied according to Hart's Warranty, License and Support Agreement. Unit quantities to be confirmed during installation and cost based on actual number of licensed seats installed.

Hart Contact (Name): Felice Liston	Title: Director of Sales
Hart Approval (signature): <i>Felice Liston</i>	Date: 1/21/2015
Phone : (512) 252-6406; e-mail : fliston@hartic.com	
Customer Contact (Name): Donece Gregory	Title: County Clerk
Customer Approval (signature):	Date: 9-8-2015

To activate your agreement, please sign and email to fliston@hartic.com or fax to 512.252.6921



Price Quote

Date	September 8, 2015
Customer	Tyler County, TX
Additional Notes	
Version	ePB

Item	Description	Quantity	Price	Total	Remarks
1	ePB Update	11	\$4,659.00	\$4,659.00	Update includes OS upgrade to Win 7; enhanced Texas ePB code (ability to view former name; suffix; ID requirement; drivers license scan use for Vote Centers); improved networking capability; upgrade to a total of 2GB memory, if needed; and training.
2					
3					
4					
5	Additional L&S - annual fee (per unit)	11	\$25.00	\$ 275.00	Fees to be prorated to align with current L&S schedule.
6					
				Subtotal	\$ 4,934.00
				Shipping and Handling	Not Applicable <----- Estimated Minimum Cost
				Total	\$ 4,934.00

Billing Address and Phone
County Clerk Donece Gregory 116 S. Charlton Street Woodville, TX 75979 (409) 283-2281

Shipping Address and Phone
County Clerk Donece Gregory 116 S. Charlton Street Woodville, TX 75979 (409) 283-2281

Billing Instructions

Shipping Instructions

Terms and Conditions:

Prices valid for 60 days. Upon receipt of signed and returned quote, Hart will contact the customer to schedule the date of the upgrade. Annual fees will be applied according to Hart's Warranty, License and Support Agreement. Unit quantities to be confirmed during installation and cost based on actual number of licensed seats installed. The software update will be installed by a Hart team member on the previously purchased poll book devices the County procured in 2011. Should the update not be compatible with the devices, the Hart team member will stop the update process and no other action will be performed, including the installation of the memory (if needed) or training. This replaces the previous quote dated January 21, 2015 and the update will take place after the November 2015 election.

Hart Contact (Name): Felice Liston	Title: Director of Sales
Hart Approval (signature): <i>Felice Liston</i>	9/8/2015
Phone : 512.252.6406; e-mail : fliston@hartic.com	
Customer Contact (Name): Donece Gregory	Title: Tyler County Clerk
Customer Approval (signature): <i>Jacqueline D. Spicattola</i>	Date: September 8, 2015

To activate your agreement, please sign and fax to 512.252.6921

*** TX REPORT ***

TRANSMISSION COMPLETED

TX/RX NO.	1880
DESTINATION NUMBER	915122526921
DESTINATION ID	
ST. TIME	09/11 16:31
COMMUNICATION TIME	00'34
PAGES SENT	1
RESULT	OK

Recommended number of ELECTION CLERKS

Estimated Turnout Per Polling Location	Paper Ballot/Optical Scan (primary voting method)	
200 or fewer	2	3
201-400	4	5
401-700	5	6
701-1100	7	8
1101 or more	11	12

Precinct	Precinct	Recommended maximum number of election clerks
	1 Nutrition Center	2
	2 Masonic Lodge	3
	3 Hillister	4
	4 Bethel Bapt., Warren	2
	5 Doucette	2
	6 Wildwood	2
	7 Chester	3
	8 Bethany	2
	9 Ebenezer	2
	10 Colmesneil	3
	11 Rockland	2
	13 Fairview	2
	14 Spurger	2
	15 Fred	2
	16 Warren High School	2
	17 Woodville Lions Den	3
	18 Woodville Fire Station	3
	TOTAL	41

Angelina Co.- Colmesneil ISD	2
Jasper Co.- Colmesneil ISD	2
Jasper Co.- Woodville ISD	2
Polk Co.- Woodville ISD	2

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

Agreement Number									

Your Business Information

TYLER COUNTY CLERK OFFICE

Full Legal Name of Lessee 116 S CHARLTON ST	DBA Name of Lessee WOODVILLE	Tax ID # (FEIN/TIN) TX 75979-5210
Billing Address: Street	City	State Zip+4 15179506868
Billing Contact Name 116 S CHARLTON ST	Billing Contact Phone # WOODVILLE	Billing CAN # TX 75979-5210
Installation Address (If different from billing address) : Street	City	State Zip+4 15179506868
Installation Contact Name	Installation Contact Phone #	Installation CAN #

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mall Stream Solution - 1 DM400C Digital Meter System	<input checked="" type="checkbox"/> Service Level Agreement Tier 1 - Provides repair and maintenance service for equipment (Standard SLA)
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C	
1	Basic Accounting (50 Accounts)	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	5 lb Integrated Weighing	
1	95 LPM Feature	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.
1	Integrated Weighing Platform	
1	pbSmartPostage Free	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets () Value Based Services () Purchase Power® credit line
1	IntelliLink Subscription	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service. <input type="checkbox"/> YES PBGFS ValueMAX® Program (x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$137	\$411

- () Required advance check of \$() received
 () Tax Exempt# State Tax (if applicable)
 () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.

Jacques L. Blanchette 9/8/15
 Customer Signature Date
Jacques L. Blanchette County Judge judge@co.tyler.tx.us
 Print Name Title Email Address

Sales Information

Jerome Tomlin	473	
Account Rep Name	District Office	PBGFS Acceptance

LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

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Agreement Number

Your Business Information

TYLER COUNTY CLERK OFFICE

Full Legal Name of Lessee 116 S CHARLTON ST	DBA Name of Lessee WOODVILLE	Tax ID # (FEIN/TIN) TX 75979-5210
Billing Address: Street	City () ext	State Zip+4 15179506868
Billing Contact Name 116 S CHARLTON ST	Billing Contact Phone # WOODVILLE	Billing CAN # TX 75979-5210
Installation Address (if different from billing address) : Street	City	State Zip+4
Donece Gregory	(409) 283 2281 ext	15179506868
Installation Contact Name	Installation Contact Phone #	Installation CAN #

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1 DM400C Digital Meter System	<input checked="" type="checkbox"/> Service Level Agreement Tier 1 - Provides repair and maintenance service for equipment (Standard SLA)
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C	
1	Basic Accounting (50 Accounts)	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	5 lb Integrated Weighing	
1	95 LPM Feature	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.
1	Integrated Weighing Platform	
1	pbSmartPostage Free	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets () Value Based Services () Purchase Power® credit line
1	IntelliLink Subscription	
		<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
		<input type="checkbox"/> YES PBGFS ValueMAX® Program (x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$130	\$390

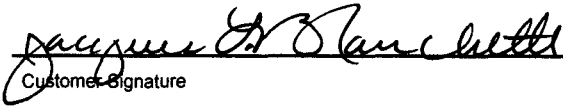
- () Required advance check of \$() received
 () Tax Exempt# State Tax (if applicable)
 () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.



Customer Signature	Date	
Jacques L. Blanchette	County Judge	judge@co.tyler.tx.us
Print Name	Title	Email Address

Sales Information

Jerome Tomlin	473	
Account Rep Name	District Office	PBGFS Acceptance

**LOCAL PUBLIC HEALTH EMERGENCY PREPAREDNESS
AND RESPONSE GRANT**

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into between Jasper Newton County Public Health District and Tyler County, local governmental units organized and established under Texas Law. This agreement is concluded under and governed by Chapter 121 of the Health and Safety Code ("The Local Public Health Reorganization Act"), Chapter 122 of the Health and Safety Code ("Powers and Duties of Counties and Municipalities Relating to Public Health") and Chapter 791 of the Government Code ("Interlocal Cooperation Contracts")

Jasper and Newton Counties currently have a health district, authorized under Chapter 121 of the Health and Safety Code which provides public health services to the residents of Jasper and Newton counties.

Texas Code Chapter 791 allows local governments to contract with other local governments to obtain public health services (§791.103(3)(D)).

Tyler County desires to obtain the following health services for its citizens:

- (1) Continued assessment and mitigation of Tyler County's emergency preparedness and response capabilities related to public health emergency preparedness, other infectious disease outbreaks, and other public health threats and emergencies.
- (2) Review and revision of county-wide plans for responding to incidents of infectious disease outbreaks and other public health threats and emergencies.
- (3) Maintain a Public Health Planner to coordinate and develop response plans with local emergency management..

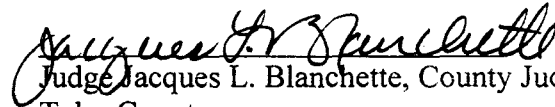
and Jasper Newton County Public Health District agrees to provide those services to the citizens of Tyler County. The compensation for such services will be the cost of providing those services as determined by mutually accepting accounting methods. But in no event will this sum be more or less than as allocated for Sabine County as determined by Texas Department of State Health Services.

The term of this agreement shall extend a period of five years or until the termination of Public Health Emergency Preparedness program as determined by the Texas Department of State Health Services, which ever period is shorter.

Either party may cancel this memorandum of understanding by providing ninety days notice to the other party in writing.

Laura Parker, Chairman
Board of Health
Jasper Newton County Public Health District

(Date)


Judge Jacques L. Blanchette, County Judge
Tyler County

9/8/15
(Date)

**Remit Payment with Invoice Reference To:**

Riddell / All American Sports Corp.
 4230 Paysphere Circle
 CHICAGO IL 60674 USA
 FED I.D. 34-1688715

INVOICE

BILL TO:67737

Invoice	Inv Date
60270425	06/01/2015

SALESMAN : SEAN A BENNETT
 EMAIL : SABENNETT@RIDDELLSALES.COM
 REFERENCE :
 SHIP TO : 67737

WARREN YOUTH FOOTBALL
 PO BOX 1206
 VILLAGE MILLS TEXAS 77663
 USA

WARREN YOUTH FOOTBALL
 201 spruce lane
 VILLAGE MILLS TEXAS 77663
 USA

PO Number	Order	Terms	Ship Via
05212015	440913799	30 days Due net	FedEx Ground

Material	Description	Shipped UOM	Extended Price
105 R41171	Revolution Edge Youth helmet Qty of helmets 1 Helmet type Revolution Edge Youth helmet Helmet shell color Black Helmet size X-Small Z-pad type 1 1 1/4" Gray S Chin strap style 1 Chin strap soft cup mid youth Chin strap color 1 White Chin strap qty 1 1 Face guard style 1 S2BD-LW Face guard qty 1 1	1 EA	95.00 USD
110 R41171	Revolution Edge Youth helmet Qty of helmets 3 Helmet type Revolution Edge Youth helmet Helmet shell color Black Helmet size Small Z-pad type 1 1 1/4" Gray S Chin strap style 1 Chin strap soft cup mid youth Chin strap color 1 White Chin strap qty 1 3 Face guard style 1 S2BD-LW Face guard qty 1 3	3 EA	285.00 USD
115 R41171	Revolution Edge Youth helmet Qty of helmets 11 Helmet type Revolution Edge Youth helmet Helmet shell color Black Helmet size Medium Z-pad type 1 1 1/4" Gray S Chin strap style 1 Chin strap soft cup mid youth Chin strap color 1 White Chin strap qty 1 11 Face guard style 1 S2BD-LW Face guard qty 1 5 Face guard style 2 S2EGLW Face guard qty 2 6	11 EA	1,045.00 USD
120 R41171	Revolution Edge Youth helmet Qty of helmets 1 Helmet type Revolution Edge Youth helmet Helmet shell color Black Helmet size Large	1 EA	95.00 USD



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 USA

	Z-pad type 1	1" Gray S		
	Chin strap style 1	Chin strap soft cup mid youth		
	Chin strap color 1	White		
	Chin strap qty 1	1		
	Face guard style 1	S2EG-LW		
	Face guard qty 1	1		
200	R483220010	RIVAL YOUTH SHOULDER PAD XS	1	FA 32.00 USD
300	R483220011	RIVAL YOUTH SHOULDER PAD S	9	EA 315.00 USD
400	R483220022	RIVAL YOUTH SHOULDER PAD M	10	EA 365.00 USD
500	R483220033	RIVAL YOUTH SHOULDER PAD L	6	EA 246.00 USD
600	R483220044	RIVAL YOUTH SHOULDER PAD 1X	3	EA 127.50 USD
700	R483220066	RIVAL YOUTH SHOULDER PAD 2X	1	EA 44.50 USD
		Subtotal		2,650.00 USD
		Freight and Handling		167.93 USD
		Invoice total		2,817.93 USD

Returns and Exchanges : A return authorization must be obtained on all return items by calling our customer service department at 800-275-5338 or by contacting your sales representative. Upon receipt of return, credit will be issued to your account (less shipping and handling). Some items are subject to a 25% restocking fee.



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Donece
All + Jackie, Dale

Tuesday
September 8, 2015
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 considered and/or discussed;

Agenda

"Managers help people see themselves as they are. Leaders help people to see themselves better than they are." Jim Rohn

➤ **CALL TO ORDER**

- Establish Quorum
- Acknowledge Guests
- Invocation – *M. Marshall*
- Pledge of Allegiance – *M. Marshall*

I. CONSIDER/APPROVE

H/W

A. Budget Amendments - J. Skinner, County Auditor

W/M

B. Solicit Bids to Sale Scrap Metal from the Tyler County Collection Center - J. Walston, Commissioner Pct 4

open in Oct

M/A

C. Update of 10 ePollbooks - D. Gregory, County Clerk

M/W

D. Election Judge and Alternate to Fill Vacancies - D. Gregory

*Pct #14 Alvin Means
mm-1 Low as Alternate* ★

M/W

E. Set Maximum Number of Election Clerks for November 3rd Election - D. Gregory

W/M

F. Rental of New Postage Meter for County Clerk's Office - D. Gregory

J/M

G. Renewal of Agreement with Jasper Newton County Public Health District - J. Blanchette, County Judge

m/w

H. Request from Warren Youth Football for Assistance from Tyler County Youth Programs - J. Skinner

Approve 2000th

I. Rescinding Burn Ban - J. Blanchette

Date rec'd not to lift

J. Accept Letter of Resignation of Judge Trisher Ford as Justice of Peace, Pct. #1 - J. Blanchette

rescind

K. Filling the Vacancy of Justice of Peace, Pct #1 - J. Blanchette

> ADJOURN

N/H 8:49am

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 in the Tyler County Courthouse at 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 _____ 2015 Time _____

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

By: _____ (Deputy)