

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
October 1, 2015 ---- 3:30 p.m.

THE STATE OF TEXAS ON THIS THE 1st day of October, 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:

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

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

JACKIE SKINNER	COUNTY AUDITOR
SUE SAUNDERS	COUNTY TREASURER
GREG DAWSON	CONSTABLE, PCT. #2
DALE FREEMAN	CONSTABLE, PCT. #1/EMERG. MANAGEMENT

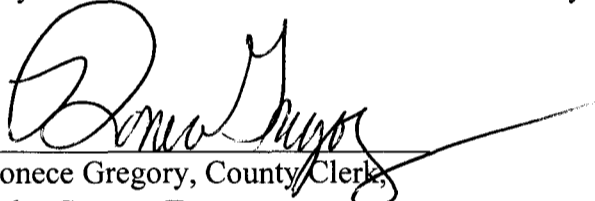
The County Judge was absent; therefore Commissioner Walston presided as Judge Pro
Tem.

A motion was made by **Commissioner Nash** to approve a contract for **monthly security
monitoring** with Advanced Systems Alarm Services. The motion was seconded by
Commissioner Marshall. All voted yes and none no. SEE ATTACHED CONTRACT

Commissioner Nash motioned to rescind the **burn ban** for four days, effective
immediately and to resume the ban at 3:30pm on Monday, October 5, 2015. The motion
was seconded by **Commissioner Hughes**. All voted yes and none no. SEE ATTACHED
ORDER

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 October 1, 2015.

Witness my hand and seal of office on this the 2nd day of October, 2015.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas





ADVANCED SYSTEMS

ALARM SERVICES

SALES & SERVICE CONTRACT

1130 LINDBERGH DRIVE, SUITE #C
BEAUMONT, TEXAS 77707
OFFICE: (409) 840-2077 • TOLL FREE: (888) 247-3371

LOCATION and BILLING ADDRESS fields with handwritten information for Tyler Co. County Clerks, 116 S. Charleston, Woodville, TX 75979.

Table with columns: QUANTITY, DESCRIPTION, LOCATION, TYPE OF SALE. Includes handwritten notes: 'Monthly Security Monitoring' and 'Added cell comm.'. Contains checkboxes for LEASE, SALE, TAKE OVER SALE, and various services like MONITORING and SERVICE.

Summary table with columns: LEASE and DIRECT SALE. Rows include: INSTALLATION CHARGE, DEPOSIT UPON SIGNING, DUE UPON COMPLETION, MONTHLY LEASE, PRICE FOR EQUIPMENT & INSTALL, DEPOSIT RECEIVED, DUE UPON COMPLETION, MONTHLY SERVICE.

CLIENT ACCEPTANCE
In accepting this proposal, Customer agrees to the terms and conditions contained herein, including those terms and conditions on the reverse side of this contract.

ATTENTION IS DIRECTED TO TERMS AND CONDITIONS ON REVERSE SIDE OF THIS CONTRACT
FOR CUSTOMER: J.A. Walton, Judge Pro Tem, 10/1/2015
FOR ADVANCED SYSTEMS & ALARM SERVICES: Shawn Stewart, 9/22/15

THIS COMPANY IS LICENSED AND REGULATED BY THE TEXAS BOARD OF PRIVATE INVESTIGATORS AND PRIVATE SECURITY AGENCIES. COMPLAINTS MAY BE DIRECTED TO P.O. BOX 13509, AUSTIN, TEXAS 78711 OR BY CALLING (512) 463-5545.

TERMS AND CONDITIONS

A. Monitoring may be provided by Advanced Systems & Alarm Services, if the reverse side of this agreement indicates. Advanced Systems & Alarm Services, or its designated representative shall endeavor to notify promptly the designated representative of the Customer and any other person or persons requested by the Customer in the database furnished to Advanced Systems & Alarm Services by the Customer. It is mutually agreed that the Customer assumes full responsibility for the operation of all switch or disconnect units provided for disconnecting alarm transmitting equipment at Customer's promises.

B. WARRANTY: If Direct Sale is indicated on reverse side, any part of the system, including the wiring installed under this Agreement which proves to be defective in material or workmanship within one year of the date of completion of installation will be repaired or replaced at Advanced Systems & Alarm Services, option with a new part. Labor and material required to repair or replace such defective components will be free of charge for a period of one year following the completion of the original installation.

This Warranty does not apply to the conditions listed below and in the event Customer calls Advanced Systems & Alarm Services, for warranty service and the condition that exist is due to conditions listed below, a charge will be made for the service call of Advanced Systems & Alarm Services, representative whether or not he actually works on the system. Service will be furnished by Advanced Systems & Alarm Services, during its, normal working hours, 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

Conditions not covered by Warranty: A) Damage from accidents, tampering, acts of God, alterations. B) Failure of Customer to operate system as instructed. C) Trouble caused by interruption of electrical power or phone service.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE PURCHASER EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADVANCED SYSTEMS & ALARM SERVICES NEGLIGENCE, SHALL BE REPLACEMENT AS SPECIFIED ABOVE.

C. MAINTENANCE: If this agreement indicates that service is being provided, Advanced Systems & Alarm Services, will inspect and test the system, and bear the expense of all ordinary maintenance and repair of said system due to normal wear. Inspection, repairs and testing of the system shall be performed between the hours of 8:00 AM. and 5:00 P.M., Monday through Friday, except holidays.

D. CUSTOMER AGREES AND UNDERSTANDS THAT ADVANCED SYSTEMS & ALARM SERVICES IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE CUSTOMER. THAT ADVANCED SYSTEMS & ALARM SERVICES MAKES NO GUARANTEE, REPRESENTATION OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND AMOUNTS BEING CHARGE BY ADVANCED SYSTEMS & ALARM SERVICES, ARE NOT SUFFICIENT TO WARRANTY OR GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR, THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ADVANCED SYSTEMS & ALARM SERVICES OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS OR TO THE IMPROPER PERFORMANCE OF AN/OR FAILURE TO PERFORM BY THE EQUIPMENT OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE A CENTRAL STATION SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE WHICH MAY ARISE DUE TO THE INSTALLATION, REPAIR, SERVICE, MONITORING, SERVICE OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS AND/OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY AND/OR ANY BREACH OF WARRANTY, EXPRESSED OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESSED OR IMPLIED. NOTWITHSTANDING THE ABOVE PROVISIONS, SHOULD THERE ARISE ANY LIABILITY OF THE PART OF ADVANCED SYSTEMS & ALARM SERVICES SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE CUSTOMER WISHES TO INCREASE THE AMOUNT OF SUCH LIMITED LIABILITY, CUSTOMER MAY, AS A MATTER OF RIGHT, OBTAIN FROM ADVANCED SYSTEMS & ALARM SERVICES A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD ADVANCED SYSTEMS & ALARM SERVICES AS AN INSURER.

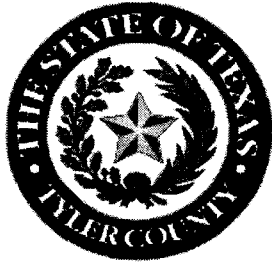
E. Customer agrees to indemnify, defend and hold harmless Advanced Systems & Alarm Services from and against all claims, demands, liability, damages, losses, expenses, including attorney fees and lawsuits which may be asserted against Advanced Systems & Alarm Services by any person not a party to this agreement for any expense, loss or damage including, but not limited to personal injury, death and/or property damage, real or personal, arising out of the installation, repair, service, monitoring, operation or non-operation of the equipment, whether due solely, jointly or several negligence of Advanced Systems & Alarm Services. Notwithstanding anything contained herein to contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of the company while on Customer premises, provided, however, that this exception shall be limited to the amount of proceeds received from company's insurance policy applicable to the claim or action.

F. A direct connection to the Police, Fire Department or other Agency shown shall be provided if reverse side of this Agreement provides for such direct connect service. It is mutually understood and agreed that signals transmitted hereunder will be monitored in these locations and that the personnel of such agencies are not employees of Advanced Systems & Alarm Services.

G. This Agreement may be assigned by either party provided the non-assignability party has been given thirty(30)days in which to accept the assignee or cancel this Agreement.

H. PAYMENT DEFAULTS: If you fail to make any payment for the monitoring service Advanced Systems & Alarm Services, provide when due, Advanced Systems & Alarm Services, may discontinue monitoring service, terminate the agreement and recover all damages to which Advanced Systems & Alarm Services, are entitled including the value of the work and services performed and the value of the unexpired term of this agreement. If payment is not paid within twenty (20) days of the invoice date, Advanced Systems & Alarm Services, may impose an accounting fee equal to the lesser of (i) \$5.00 per month until paid, or (ii) the maximum amount permitted by law in the state where the system is located. If Advanced Systems & Alarm Services, hires an attorney to collect any amounts due to us, you will pay our reasonable attorney's fees and costs where permitted by law.

I. ENTIRE AGREEMENT: The entire and only Agreement between you and Advanced Systems & Alarm Services, is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you (and if married, your spouse) and Advanced Systems & Alarm Services, If you give or have ever given Advanced Systems & Alarm Services, a purchase order for the system or service which provides for different terms than this agreement this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force.



Order
BY THE
Commissioners Court of Tyler County

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


STATE OF TEXAS §
 §
COUNTY OF TYLER §

**Temporary Suspension Order for
The Order Prohibiting Outdoor Burning**

WHEREAS, the Commissioners Court of Tyler County in accordance with Local Government Code § 352.081 Section (e)(2) has determined that recent precipitation has temporarily alleviated the circumstances identified by the Court in adopting the Order Prohibiting Outdoor Burning in the unincorporated areas of the county;

IT IS HEREBY ORDERED that the Order Prohibiting Outdoor Burning be temporarily suspended in Tyler County for a period of 4 days beginning at 3:30PM on Thursday, October 1, 2015 until 3:30PM on Monday, October 5, 2015.

ADOPTED this the 1st day of October by a vote of 4 ayes and 0 nay.



Jacques L. Blanchette
County Judge, Tyler County

Attested by:


DONECE GREGORY
County Clerk, Tyler County



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
October 1, 2015
3:30PM

Judge missing
+ Justice, Dole

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 - J. Walston
- Pledge of Allegiance - J. Walston

I. CONSIDER/APPROVE

A. Contract for Monthly Security Monitoring - Donece Gregory, County Clerk

N/A

Yes

B. Rescinding Burn Ban - Jacques Blanchette, County Judge

N/A

Suspend burn ban
ends Friday 3:30 PM

for five days effect 3:30
Oct 13:20

ADJOURN - 3:32 pm

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)

Carl Billeader
429-4114

311

CR 44
Ebenezer Baptist Church
Voting Pct 2 ? 19